



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 5, 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 State Appropriation Update and Presentation by Senator Arrington, Representative Alvarez, and Representative Stark
- 3.B Oath of Office Ceremony for newly promoted Police Deputy Chief, Captain, Lieutenant, Sergeants and Corporals
- 3.C Presentation of Retirement Watch to Linda S. Hansell

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - Second and Final Reading: Proposed Ordinance #25-07 - Amending Noise measurements, levels, and enforcement.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

- 4.B Public Hearing - First Reading: Proposed Ordinance #25-12 - Amending the Method of Board Appointments

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION I, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

5. PUBLIC HEARINGS

- 5.A Public Hearing – Substantial Amendments to the CDBG 2018-2019, 2020-2021, and 2021-2022 Annual Action Plans
- 5.B Public Hearing - Second Substantial Amendment to the HOME American Rescue Plan (HOME-ARP) Allocation Plan - Osceola County HOME Consortium
- 5.C Public Hearing - City of Kissimmee 2025-2029 Citizen Participation Plan

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 July 15, 2025 meeting and July 22, 2025 Budget Workshop
- 7.B Extension and First Amendment of Lease Between City of Kissimmee and MaxFlight Helicopter Services, Inc.
- 7.C Extension and Third Amendment of Lease Between City of Kissimmee and Stallion 51 Maintenance Operations, Inc.
- 7.D Accept Urban and Community Forestry Hurricane Recovery Grant
- 7.E Resolution to Designate the City Manager as the Administrative Official to Approve Plats
- 7.F Resolution to Accept Grant Funding from Florida Department of Transportation for Taxiway Alpha Design
- 7.G Authorization to accept funding from the Florida Department of Law Enforcement Cyber Task Force Grant
- 7.H Task Order No. 6 for Professional Service Agreement with Avcon Inc.
- 7.I Change Order to increase the budget for the Sign Code
- 7.J Change Order to Increase the Funding and Extend the Completion Date for the Rehabilitation of 1809 Cornett Place
- 7.K Resolution to Adopt the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan
- 7.L Furniture Purchase for Public Works & Engineering Department - City Hall Renovation Project
- 7.M Ratification of the Collective Bargaining Agreement (CBA) with the International Association of Firefighters, Local 4208 (IAFF) Representing the Rank and File and Supervisory Bargaining Units
- 7.N Agreement with Osceola County Property Appraiser for the City's non-ad valorem assessment
- 7.O Disposal of City Assets
- 7.P Grant application for Urban Areas Security Initiative
- 7.Q Renewal of Space/Use Permit for Jed Suhl d.b.a. Horse-Riding Orlando, LLC
- 7.R Approval to execute an agreement for Construction Services to Noble Construction for the Haven on Vine

8. DISCUSSION ITEMS

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

8.A Approval of a Downtown Kissimmee Community Redevelopment Agency and Hidden Gem, LLC Pioneer Project Incentive Program Agreement

8.B Downtown Kissimmee CRA Agreement with Southern Cross Consulting Group

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

8.C Travel Funding Requests

8.D Social Services Grant Process Review for FY 2025-26

8.E Commission Policy on Official Use of City's Email Communication Tool for Civic Engagement and Outreach

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**State Appropriation Update and Presentation by Senator Arrington, Representative Alvarez, and Representative Stark****Request**

Ceremonial check presentation and brief remarks by Senator Arrington, Representative Stark, and Representative Alvarez.

Explanation

The City of Kissimmee received state appropriation funds for local projects through the efforts of Senator Arrington, Rep. Stark, and Rep. Alvarez during the most recent legislative session. The legislative delegation has requested to present the ceremonial check, which will include brief remarks on the projects they championed in partnership with the City.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.B

Oath of Office Ceremony for newly promoted Police Deputy Chief, Captain, Lieutenant, Sergeants and Corporals

Request

Swearing in and administering of oath for newly promoted Police Deputy Chief Christopher Succi, Captain Michael Thompson, Lieutenant Christopher Breuer, Sergeant Corey Anthony, Sergeant Takeya Close, Sergeant Edward Diehl, Corporal Clint Casselman and Corporal Brandon Rivera

Explanation

Christopher Succi began his law enforcement career with the Kissimmee Police Department 24 years ago on November 26, 2001. He was promoted to the rank of Corporal in 2008, the rank of Sergeant in 2010, the rank of Lieutenant in 2016 and the rank of Captain in 2019. During his tenure with the department, Deputy Chief Succi worked assignments in the Patrol, Special Operations, Criminal Investigations, Support Services Divisions and Professional Standards.

Michael Thompson began his law enforcement career with the Kissimmee Police Department 20 years ago on March 12, 2005. He was promoted to the rank of Corporal in 2008 and the rank of Sergeant in 2017 and the rank of Lieutenant in 2019. During his tenure with the department, Captain Thompson worked assignments in Patrol, Special Operations as an Undercover Officer, Criminal Investigations Division and Professional Standards.

Christopher Breuer began his law enforcement career with the Kissimmee Police Department 18 years ago on July 19, 2007. He was promoted to the rank of Corporal in 2014 and the rank of Sergeant in 2016. During his tenure with the department, Lieutenant Breuer has worked assignments in Patrol, Special Operations, Criminal Investigation Division and Professional Standards. He is also a member of the SWAT team.

Corey Anthony began his law enforcement career with the Kissimmee Police Department 14 1/2 years ago on July 26, 2010. He was promoted to the rank of Corporal in 2019. During his tenure with the department, Sergeant Anthony worked assignments in the Patrol, Special Operations Traffic Unit and Professional Standards.

Takeya Close began her law enforcement career with the Kissimmee Police Department 19 years ago on July 7, 2006. She was promoted to the rank of Corporal in 2022. During her tenure with the department, Sergeant Close worked assignments in the Patrol, Special Operations and Criminal Investigation and Intel Divisions. She is also a member of the CNT Team.

Edward Diehl began his law enforcement career with the Kissimmee Police Department 18 years ago on January 22, 2007. He was promoted to the rank of Corporal in 2022. During his tenure with the department, Sergeant Diehl worked assignments in the Patrol, Special Operations Traffic Unit and Criminal Investigation Division.

Clint Casselman began his law enforcement career with the Kissimmee Police Department 5 1/2 years ago on December 2, 2019. During his tenure with the department, Corporal Casselman worked assignments in the Patrol, Special Operations Traffic Unit and Criminal Investigation Division. He is also a member of the SWAT Team.

City of Kissimmee

Brandon Rivera began his law enforcement career with the Kissimmee Police Department 13 years ago on May 14, 2012. During his tenure with the department, Corporal Rivera has worked assignments in the Patrol, Special Operations and Criminal Investigation Division. He is also a member of the SWAT Team.

Department: Police

Presenter: Charles Broadway

Attachment(s):

1. Oath of Office for Promotions 8.5.25



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, **Christopher Succi** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Deputy Chief** of the Kissimmee Police Department for which I am now about to enter so help me God.

Christopher Succi

08/05/2025

Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Christopher Succi as Deputy Chief for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo

Signature of Notary Public – State of Florida



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, Michael Thompson do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of Captain of the Kissimmee Police Department for which I am now about to enter so help me God.

Michael Thompson

08/05/2025
Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Michael Thompson as Captain for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo
Signature of Notary Public – State of Florida



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, **Christopher Breuer** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Lieutenant** of the Kissimmee Police Department for which I am now about to enter so help me God.

Christopher Breuer

08/05/2025
Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Christopher Breuer as Lieutenant for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo
Signature of Notary Public – State of Florida



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, **Corey Anthony** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Sergeant** of the Kissimmee Police Department for which I am now about to enter so help me God.

Corey Anthony

08/05/2025
Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Corey Anthony as Sergeant for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo
Signature of Notary Public – State of Florida



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, **Takeya Close** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Sergeant** of the Kissimmee Police Department for which I am now about to enter so help me God.

Takeya Close

08/05/2025

Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Takeya Close as Sergeant for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo
Signature of Notary Public – State of Florida



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, **Edward Diehl** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Sergeant** of the Kissimmee Police Department for which I am now about to enter so help me God.

Edward Diehl

08/05/2025
Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Edward Diehl as Sergeant for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo
Signature of Notary Public – State of Florida



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, Clint Casselman do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of Corporal of the Kissimmee Police Department for which I am now about to enter so help me God.

Clint Casselman

08/05/2025

Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Clint Casselman as Corporal for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo
Signature of Notary Public – State of Florida



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



OATH OF OFFICE

I, **Brandon Rivera** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Corporal** of the Kissimmee Police Department for which I am now about to enter so help me God.

Brandon Rivera

08/05/2025

Date

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2025, by Brandon Rivera as Corporal for The Kissimmee Police Department who is ☒ personally known or ☐ produced _____ as identification.

Seal:

Tameara Crespo
Signature of Notary Public – State of Florida

ITEM 3.C

Presentation of Retirement Watch to Linda S. Hansell

Request

To present a retirement watch and formally recognize Linda S. Hansell for her 34 + years of dedication of her professional life to the City of Kissimmee.

Explanation

Linda S. Hansell has officially retired from the City of Kissimmee as of July 31, 2025.

She began her career with the City of Kissimmee in the Parks and Recreation Department on February 18, 1991, quickly earning recognition for her professionalism and work ethic, which led to her promotion to the City Manager's Office. Over the years, Linda continued to advance and was promoted to Deputy City Clerk, and later appointed City Clerk in 2015.

Throughout her tenure, Linda has made numerous meaningful contributions to the City, including:

- Creating the City of Kissimmee "Mayor's Wall", preserving the legacy of past mayors in the Commission Chambers.
- Recommending the implementation of staggered commission terms, which remains in practice today.
- Advocating for the increase to the Mayor's seat stipend, aligning it with the growing number of public duties and community representation.

She has been voted Employee of the Month twice by her peers and was named City Clerk of the Year in 2024 by the Florida Association of City Clerks (FACC) - a reflection of her leadership, institutional knowledge, and commitment to public service.

Linda's compassion extended beyond her job duties- quietly supporting underprivileged families, students, and colleagues with donations, and generously contributing to community causes and professional organizations. Her mentorship, generosity, and dedication have left a lasting legacy within the organization and the community she served.

The presentation of this retirement watch symbolizes not just the time she gave to the City of Kissimmee, but also the timeless impact of her work, her values, and her service.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Second and Final Reading: Proposed Ordinance #25-07 - Amending Noise measurements, levels, and enforcement.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Request

Approve the Second and Final Reading of the Proposed Ordinance #25-07.

Explanation

Noise Ordinance #3070 was adopted on February 21, 2023. The City receives complaints regularly regarding persistent noise violations, which necessitate police and code enforcement response. Through these efforts, it is evident that the noise ordinance needs to be simplified and that fines need to be increased to achieve voluntary compliance.

Recommendation

Approve the Second and Final Reading of the Proposed Ordinance #25-07.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Austin Blake

Attachment(s):

1. Noise Ordinance Update final draft - Redline
2. (S) - Noise Ordinance Update final draft - Clean
3. Proof of Readvertisement - Osceola News Gazette (Publication Date 07-10-2025)
4. Noise Ordinance Business Impact Estimate

PROPOSED ORDINANCE NO. 25-07
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Commission finds that regulation of excessive noise is necessary to protect the public health and safety of the citizens of the City of Kissimmee; and

WHEREAS, the City of Kissimmee has received persistent complaints from the public regarding noise violations at establishments that sell alcohol within the Downtown Community Redevelopment Area (hereinafter “Downtown CRA”) and such complaints often lead to a police response; and

WHEREAS, the City of Kissimmee Commission seeks to address these complaints in two ways; and

WHEREAS, the City of Kissimmee Commission believes that the City’s noise ordinance should be simplified and clarified in an effort to gain voluntary compliance; and

WHEREAS, the City of Kissimmee Commission believes penalties for noise violations within the Downtown CRA should be increased in order to achieve further compliance with the City’s noise ordinance; and

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

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

SECTION 1. Chapter 1, of the Code of Ordinances of the City of Kissimmee, Florida, titled, General Provisions, is hereby amended to read as follows:

Section 1-22 General Penalty.

(a) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be an unlawful offense or whenever in such Code or ordinance the doing of any act is required and the failure to do any such act is declared to be unlawful, or where no specific penalty is otherwise provided, the violation of any such provision of this Code or ordinance shall be punished by a fine not exceeding \$500.00 or imprisonment. Each day any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense.

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

....

(8) Noise (Chapter 22, Article II): \$50.00 to \$500.00.

a. For violations of Chapter 22, Article II within the Downtown Community Redevelopment Area:

i. First violation: ~~\$402~~50.00.

ii. All subsequent violations: \$500.00.

b. For all other violations of Chapter 22, Article II:

i. First violation within one year: \$50.00.

ii. Second violation within one year: \$100.00.

iii. Third violation within one year: \$250.00.

iv. All subsequent violations within one year: \$500.00.

SECTION 2. Chapter 22 of the Code of Ordinances of the City of Kissimmee, titled, Environment, Article II, Noise, is hereby amended to read as follows:

Sec. 22-21. - Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

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

Commercial area means ~~any area where the current use of the land is for office or business.~~ the trafficking of goods or furnishing of services, including, but not limited to, banking and other financial institutions, dining establishments, retail or wholesale establishments, recreation or entertainment establishments, office buildings, transportation facilities, and warehouses. Commercial excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

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

Continual use means ~~operation of a device for a period of time extending beyond 15 minutes.~~ the operation of a device which creates sound where the operation of the device remains essentially constant during a period of observation.

Continuous noise means ~~a sound which is present for a period of time extending beyond 15 minutes.~~ a sound which remains essentially constant in level during a period of observation. Examples include outdoor music, power generators, and construction.

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

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

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

Industrial area means ~~any area where the current use of the land is industrial.~~ the fabrication, manufacturing, shipping, or production of durable or nondurable goods. Industrial excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

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

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

Mixed-use means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. Mixed-use excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-227 ~~herein~~. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "mixed-use."

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

Plainly audible means ~~any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.~~ any sound that can be clearly and distinctly heard by a person of normal hearing, including but not limited to the understanding of spoken words, rhythmic bass, or clearly discernible musical tones, as heard unaided by any mechanical device.

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

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

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

Residential area means ~~any area where the current use of the land is residential~~ residences, including, but not limited to, single-family residences, multi-family residences, condominiums, apartments, hotels, motels, and assisted living facilities. Residential excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

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

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

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

Sound Impact Boundary means either (a) a line along the surface and its vertical plane extension, which separates the real property owned, rented, or leased by one person from that owned, rented, or leased by another person, excluding intrabuilding real property divisions, (b) in the case of multiple owners or tenants within the same lot, parcel or building, the exterior walls of the structure which is the source of the noise and any walls that the structure shares with other owners or tenants within the same lot, parcel or building, or (c) in the case of property with a permitted side café, the permitted sidewalk café area is added to the property's Sound Impact Boundary. The Sound Impact Boundary is an approximation of the legal property line because identifying the exact legal property line is not reasonably possible while enforcing this Chapter in the field. Visual cues including but not limited to fencing, changes in pavement, landscaping, building placement, the presence of a city right of way, or other physical cues, and mapping tools may be used to establish the Sound Impact Boundary.

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

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

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

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

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

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

Section. 22-22. - Application.

- (a) The requirements of this ~~article~~ Chapter shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by mechanical speakers or amplifiers ~~boxes~~, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site or parcel.
- (b) Exceptions.
 - (1) Gas-powered equipment (8:00 a.m.—8:00 p.m.); and
 - (2) Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads to the extent that noises from motor vehicles are regulated by state and/or federal law or that state or federal law preempts the City from regulating noises from motor vehicles; and
 - (3) Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.
- (c) ~~The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded by any means within any public or private property when measured 50 feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~

- (d) ~~The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded for a cumulative period of one or more minutes in any 15-minute period. The measurement period shall not be less than 15 minutes.~~
- (e) ~~Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown Community Redevelopment Area (CRA). Table 2 is applicable to the Downtown CRA, as defined in Figure 1.~~

Section 22-23. - Method of Noise Measurement.

- (a) ~~For enforcement of Section 22-24, a~~ All measurements shall be made with a sound level meter compliant which satisfies with the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."
- (b) No sound measuring meter, nor any independent witness, shall be required to enforce or prove a violation pursuant to Sections 22-25 or 22-27.
- (c) Where two or more immediately adjacent businesses are producing amplified sound, the dominant source shall be identified based on the higher measured dBA level taken directly in front of each establishment's face of the building or source of sound. However, the determination of violation shall still be based solely on measurements taken at the Sound Impact Boundary.

Section 22-24. - Maximum Noise Levels.

The following tables shall be used to determine the maximum noise level ~~measured in A-weighted decibels~~, which shall be permitted in the defined locations and at the described time periods within each table. No person shall produce, cause to be produced, or allow to be produced, by any means any noise which exceeds the applicable maximum noise levels set forth in Table 1 or 2 within any private property or on public property when measured, in accordance with Section 22-23 Method of Noise Measurement, at or beyond the Sound Impact Boundary of the property generating said noise.

- (a) ~~Maximum noise levels by use of land.~~

(1) ~~Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use into another use with a different noise level limit shall not exceed the limits of the use of land into which the noise is projected.~~

(2) Class B Standards within Table 1 apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A Standard applies to all other uses.

Table 1			
Land Use	Maximum Noise Levels in A-Weighted Decibels		
	Class A Standard 7:00 a.m. to 10:00 p.m.	Class A Standard 10:00 p.m. to 7:00 a.m.	Class B Standard
Residential	60 dBA	55 dBA	65 dBA
Office	70 dBA	65 dBA	75 dBA
Commercial	70 dBA	65 dBA	75 dBA
Industrial	75 dBA	75 dBA	85 dBA

(b) ~~Maximum noise levels in the Downtown Community Redevelopment Area (CRA).~~

Table 2 establishes the maximum noise levels for the Downtown Community Redevelopment Area (CRA).

Table 2			
	Maximum Noise Levels in A-Weighted Decibels		
	7:00 a.m. to 10:00 p.m. 12 a.m.	<u>10 p.m. to 12 a.m.</u>	10:00 p.m. 12:00 a.m. to 7:00 a.m.
Downtown CRA	85 dBA	<u>75 dBA</u>	65 <u>75</u> dBA

- a) The maximum noise levels listed in Section 22-24, Tables 1 and 2 shall not be exceeded for a cumulative period of one or more minutes in any 15-minute period. The measurement period must be at least 15 minutes.
- b) If noise is emitted from one parcel, space, or site onto another with a different land use classification, such noise shall not exceed the maximum sound limits allowed for the use of land onto which the noise is projected.

- c) For properties meeting the definition of mixed use, the commercial and office portions of a mixed-use property are subject to the commercial and office maximum noise levels and the residential portions of a mixed-use property are subject to the residential maximum noise levels except where subsection (b) above applies.

Section. 22-25 Specific Prohibited Noises

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

- a) Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24.
- b) ~~(a)~~ On residential and mixed-use property:
 - 1) The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 15 feet from the Sound Impact Boundary of the building or structure in which the noise is ~~located~~ being emitted shall be a violation of this section. ~~In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~
- c) ~~On mixed-use property:~~
 - ~~The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under section 22-24, Table 1.~~
 - ~~(2) The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.~~
 - ~~(3) Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under section 22-24, Table 1.~~
 - ~~(4) The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~

Near Schools, courts of law, churches, hospitals, and governmental meetings.

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

d) *In the Downtown CRA.*

- 1) ~~The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-23.~~

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

e) *Construction or repair of buildings or roads, and sitework.*

- 1) The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-23.
- 2) If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
 - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
 - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

f) Parking lots, parking garages, public property excluding streets and highways, and private property.

- 1) Any person operating or occupying a motor vehicle, as defined in Chapter 316, Florida Statutes, within a parking lot, parking garage, public property excluding a street or highway, as those terms are defined in Chapter 316, Florida Statutes, or private property may not operate or amplify the sound produced by a radio, tape player, compact disc player, portable music or video player, cellular telephone, tablet computer, laptop computer, stereo, television, musical instrument, or other mechanical or electronic soundmaking device or instrument, which sound emanates from the motor vehicle, so that the sound is plainly audible at a distance of 25 feet or more from the motor vehicle. This subsection does not apply to a law enforcement vehicle equipped with a communication device necessary in the performance of law enforcement duties or to an emergency vehicle equipped with a communication device necessary in the performance of emergency procedures. This subsection does not apply to the noise made by a horn or other warning device required or permitted by Section 316.271, Florida Statutes.

Section - 22-26. - Enforcement.

- (a) Joint Responsibility of Enforcement. The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this Chapter. ~~article in accordance with the "Noise Ordinance Enforcement Policy."~~
- (b) Methods of Enforcement. Violating a section of this Chapter may result in the issuance of a citation and action through the Code Enforcement process. However, nothing contained in this Chapter shall limit enforcement of noise or alternative methods of enforcement as otherwise allowed by law.
- (c) Joint and Several Responsibility. Any person(s) responsible for a violation of this Chapter may be held liable for a violation of this Chapter. More than one person may be found to be responsible for the violation.
- ~~(d)(b)~~ Liability for payment of noise citation.

- (1) Any person issued a citation under this Cchapter shall be deemed charged with a noncriminal infraction and shall have 30 days from the date of the violation to request a hearing to contest or pay the citation.

- (2) If the person cited fails to request a hearing or pay the citation within 30 days of the date of violation, the person shall have waived any right to contest the citation, and a judgment shall be entered against the person cited in the amount up to the maximum civil penalty plus court costs. shall result in an additional late penalty and the citation shall be sent to collections.

~~(e)~~*Hearing to contest noise citation.*

- (1) If a person elects to contest the noise citation through a hearing, the City shall set a hearing date and time before a hearing officer. In addition to any fine imposed for a violation of this article, a hearing officer may assess court costs not to exceed \$100.00 if deemed necessary. the person shall request a hearing date from the Osceola County Clerk of Court (hereinafter "Clerk of Court") and shall appear in court before an Osceola County Judge (hereinafter "County Judge") as directed.
- (2) If a person fails to appear at the hearing set by the city, a hearing officer shall proceed with the hearing and may assess fines and court costs. A County Judge, after hearing a citation, shall make a determination whether or not a violation of this Chapter has been committed. If a violation is found to have occurred, the County Judge may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty plus all applicable costs of prosecution and legislative assessments, plus court costs. In no event, however, shall such civil penalty imposed by the County Judge be less than the civil penalty set forth in Section 1-22.
- (3) The County Judge may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the County Judge determines to be appropriate. If the person found to be in violation fails to pay the civil penalty or correct the violation within the time provided, a civil judgment shall be entered against that person in an amount up to the maximum civil penalty.
- (4) Should the person cited schedule a hearing as provided for herein and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and a civil judgment shall be entered against the person in an amount up to the maximum civil penalty; provided, however, that the Court shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest of justice. In such an event, the Clerk of the Court shall notify the officer who issued the citation and the person cited of the date and time of the hearing.
- (5) Should the person cited willfully fail to comply with a Court Order to abate or correct the violation, the Court, after due notice and hearing on the matter, may hold the violator in civil contempt and may enter an Order to that effect.
- (6) In the event that a civil judgment is entered against the person cited as provided herein, the City may record a certified copy of said judgment in the Official Records

of Osceola County and the same shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

(7) In the event that an Order is entered finding that a violation of the ordinance cited has been committed, the City may record a certified copy of said Order in the Official Records of Osceola County and the same shall thereafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property.

(8) At any hearing pursuant to this ordinance, the commission of a violation of a code or ordinance must be proved by a preponderance of the evidence. The Florida Rules of Civil Procedure and the Florida Evidence Code shall be applicable to any such hearing.

(f) Effect of a Violation of this Article on Sidewalk Cafe and Special Event Permits and City and Downtown CRA grant funding.

(1) If an establishment that sells alcoholic beverages for consumption on premises in accordance with Chapter 4 (hereinafter "Establishment") is found by a County Judge or the Code Enforcement Special Magistrate to have committed a violation of this Article:

a. And the Establishment possesses a Sidewalk Cafe Permit, then the Sidewalk Cafe Permit shall be suspended for 30 days after the Establishment receives notice of the suspension.

b. Then the Establishment shall not receive a Special Event Permit for a period of 30 days after the Establishment receives notice of the suspension. Additionally, if the Establishment has already received a Special Event Permit for an event to be held within 30 days after the Establishment receives notice of the suspension, such Special Event Permit shall be deemed void.

c. Then the Establishment shall not receive any grant award from the City or Downtown CRA for a period of 30 days after the Establishment receives notice of the suspension. Additionally, if the Establishment has already received a grant award from the City or Downtown CRA and such grant for an event to be held within 30 days after the Establishment receives notice of the suspension, such Special Event Permit shall be deemed void.

(2) For purposes of this subsection, an Establishment is deemed to have committed a violation of this Article if the Code Enforcement Special Magistrate finds a violation of this Article at the physical address of the Establishment or if a County Judge finds an employee, a person exercising control over the operation of the Establishment, or a person with an ownership interest in the Establishment

committed a violation of this Article within the Sound Impact Boundary of the Establishment.

- (3) The Establishment shall be noticed of any suspension pursuant to this subsection and afforded an opportunity to appeal any suspension pursuant to this subsection according to the provisions of Section 4-9(i) and (j).

Section 22-27 Use of mechanical loudspeakers or amplifiers out of doors.

(a) *Applicability.*

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

(b) *General standards.*

- (1) Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsection (b)(2) or (c)(2) below, and shall comply with the following conditions:
 - a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the parks and recreation department; and
 - b. Is not located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under Section 14-6-28 of the Land Development Code.; and
 - c. ~~Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and~~

- c. ~~Will not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (b)(2) and (c)(3) below.~~

- (2) *Extended hours.* The City Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that the proposed activity otherwise complies with the provisions of subsections (b)(1) and (c)(1) and the sound levels and standards prescribed in Sections 22-22 through 22-25 herein. However, a Sidewalk Café Permit shall not extend the hours for use of a loudspeaker or other sound amplification device.

- (c) *Use specific standards.*

- (1) *Schools, courts of law, churches, hospitals, governmental meetings, public transportation facilities.* No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, court of law, hospital, governmental meeting, or public transportation facility as defined in F.S. § 496.425(1)(b), during normal business hours of operation of that entity without the permission from that property owner.

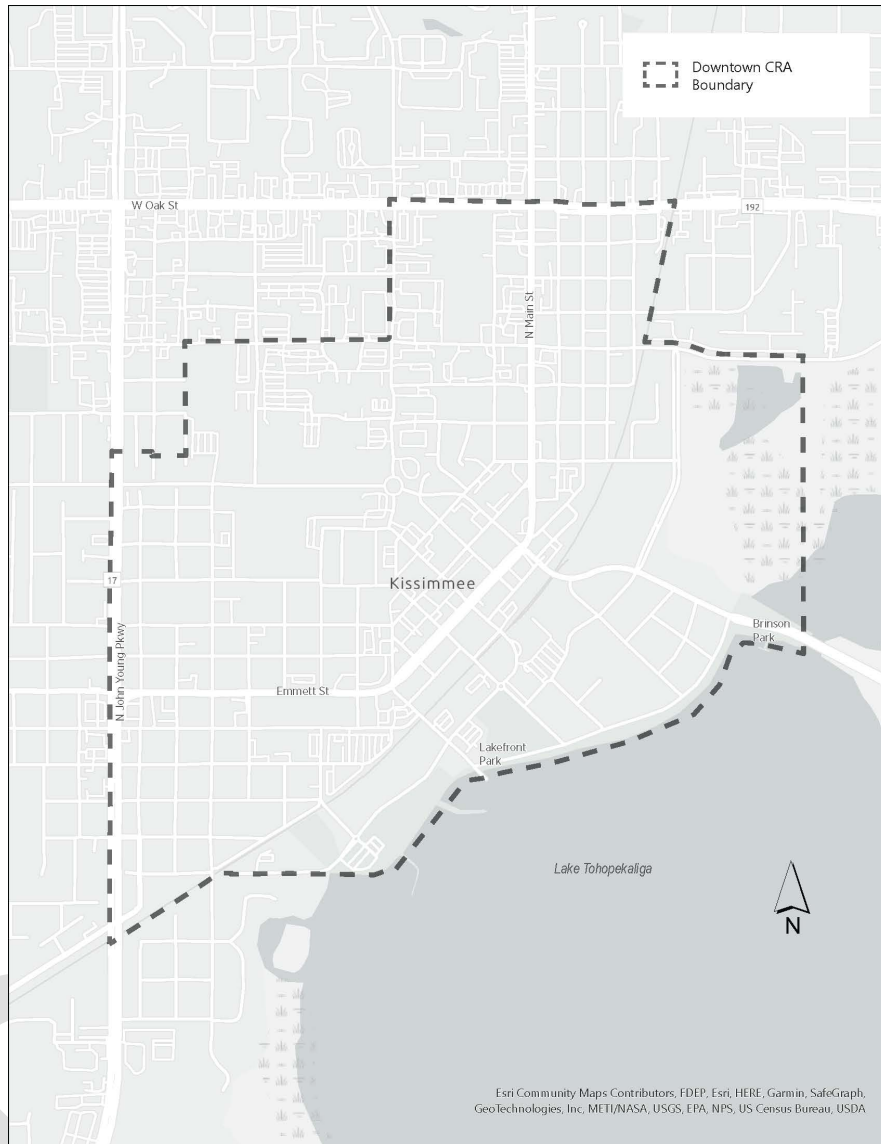
- (2) *Downtown Community Redevelopment Area (CRA).* The Downtown CRA, as described in Figure 1, is exempt from the prohibitions contained in subsections ~~(b)(1)(a), (b)(1)(b) and (c)(1) and (b)(1)(b).~~ Within said Area, loudspeakers or other sound amplification devices may be used out of doors without regard to the other prohibitions set forth in subsection (c)(1) above. However, Sections 22-27(b)(1)d, (c)(3) and (c)(4), and 22-22 through 22-25 set forth herein shall still apply within the Downtown CRA. Section 22-27(b) shall still apply within the Downtown CRA, except for establishments that sell alcoholic beverages for consumption on premises in accordance with Chapter 4 (hereinafter “Establishments”), mechanical loudspeakers or other sound amplification devices owned by the City and used for a City-sponsored use or event, or if authorized pursuant to a Special Event Permit. For Establishments within the Downtown CRA, continual use of any mechanical loudspeaker or other sound amplification device out of doors shall not operate between the hours of 12:00 a.m. and 7:00 a.m.

- (3) *Sidewalk cafes.* Except for loudspeakers and sound amplification devices installed by the city, ~~such speakers and devices that are permitted for continual use out of doors~~ that are used for a commercial purpose under this section, including within the Downtown CRA, shall not be located within the public rights-of-way, including the air space above such public rights-of-way, unless such use is ~~for a~~ within an area subject to a permitted sidewalk cafe permit or within an area for space that is part

of an encroachment agreement with the city. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in Sections 22-27 (b)(1) and section 22-22 through 22-25 herein.

- (4) ~~*Restaurants, bars, and similar establishments that sell alcoholic beverages for consumption on premises.*~~ Any person, business, or property owner that is operating an restaurant, bar, or other similar establishment Establishment that sells alcoholic beverages for consumption on premises in accordance with Chapter 4 (hereinafter "Establishments") at a fixed location, including within the Downtown CRA, that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for continual use out of doors as long as such speakers and devices comply with the standards herein, however such Establishments are exempt from the prohibitions contained in Sections 22-27(b)(1)(b) and (c)(1). Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in Sections 22-27(b)(1), (c)(2) and (c)(3), and sections 22-22 through 22-25 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

Figure 1



SECTION 4 SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are severable.

SECTION 5. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not

affect the intent may be authorized by the City Attorney, without the need of a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not affecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be published as provided by law, and it shall become law and shall take effect ~~immediately upon its Second Reading and Final Passage~~ on October 1, 2025.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

PROPOSED ORDINANCE NO. 25-07
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Commission finds that regulation of excessive noise is necessary to protect the public health and safety of the citizens of the City of Kissimmee; and

WHEREAS, the City of Kissimmee has received persistent complaints from the public regarding noise violations at establishments that sell alcohol within the Downtown Community Redevelopment Area (hereinafter “Downtown CRA”) and such complaints often lead to a police response; and

WHEREAS, the City of Kissimmee Commission seeks to address these complaints in two ways; and

WHEREAS, the City of Kissimmee Commission believes that the City’s noise ordinance should be simplified and clarified in an effort to gain voluntary compliance; and

WHEREAS, the City of Kissimmee Commission believes penalties for noise violations within the Downtown CRA should be increased in order to achieve further compliance with the City’s noise ordinance; and

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

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

SECTION 1. Chapter 1, of the Code of Ordinances of the City of Kissimmee, Florida, titled, General Provisions, is hereby amended to read as follows:

Section 1-22 General Penalty.

(a) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be an unlawful offense or whenever in such Code or ordinance the doing of any act is required and the failure to do any such act is declared to be unlawful, or where no specific penalty is otherwise provided, the violation of any such provision of this Code or ordinance shall be punished by a fine not exceeding \$500.00 or imprisonment. Each day any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense.

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

....

(8) Noise (Chapter 22, Article II): \$50.00 to \$500.00.

a. For violations of Chapter 22, Article II within the Downtown Community Redevelopment Area:

i. First violation: \$400.00.

ii. All subsequent violations: \$500.00.

b. For all other violations of Chapter 22, Article II:

i. First violation within one year: \$50.00.

ii. Second violation within one year: \$100.00.

iii. Third violation within one year: \$250.00.

iv. All subsequent violations within one year: \$500.00.

SECTION 2. Chapter 22 of the Code of Ordinances of the City of Kissimmee, titled, Environment, Article II, Noise, is hereby amended to read as follows:

Sec. 22-21. - Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

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

Commercial area means ~~any area where the current use of the land is for office or business.~~ the trafficking of goods or furnishing of services, including, but not limited to, banking and other financial institutions, dining establishments, retail or wholesale establishments, recreation or entertainment establishments, office buildings, transportation facilities, and warehouses. Commercial excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

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

Continual use means ~~operation of a device for a period of time extending beyond 15 minutes.~~ the operation of a device which creates sound where the operation of the device remains essentially constant during a period of observation.

Continuous noise means ~~a sound which is present for a period of time extending beyond 15 minutes.~~ a sound which remains essentially constant in level during a period of observation. Examples include outdoor music, power generators, and construction.

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

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

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

Industrial area means ~~any area where the current use of the land is industrial.~~ the fabrication, manufacturing, shipping, or production of durable or nondurable goods. Industrial excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

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

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

Mixed-use means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. Mixed-use excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-227 ~~herein~~. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "mixed-use."

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

Plainly audible means ~~any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.~~ any sound that can be clearly and distinctly heard by a person of normal hearing, including but not limited to the understanding of spoken words, rhythmic bass, or clearly discernible musical tones, as heard unaided by any mechanical device.

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

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

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

Residential area means ~~any area where the current use of the land is residential~~ residences, including, but not limited to, single-family residences, multi-family residences, condominiums, apartments, hotels, motels, and assisted living facilities. Residential excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

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

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

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

Sound Impact Boundary means either (a) a line along the surface and its vertical plane extension, which separates the real property owned, rented, or leased by one person from that owned, rented, or leased by another person, excluding intrabuilding real property divisions, (b) in the case of multiple owners or tenants within the same lot, parcel or building, the exterior walls of the structure which is the source of the noise and any walls that the structure shares with other owners or tenants within the same lot, parcel or building, or (c) in the case of property with a permitted side café, the permitted sidewalk café area is added to the property's Sound Impact Boundary. The Sound Impact Boundary is an approximation of the legal property line because identifying the exact legal property line is not reasonably possible while enforcing this Chapter in the field. Visual cues including but not limited to fencing, changes in pavement, landscaping, building placement, the presence of a city right of way, or other physical cues, and mapping tools may be used to establish the Sound Impact Boundary.

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

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

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

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

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

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

Section. 22-22. - Application.

- (a) The requirements of this ~~article~~ Chapter shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by mechanical speakers or amplifiers ~~boxes~~, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site or parcel.
- (b) Exceptions.
 - (1) Gas-powered equipment (8:00 a.m.—8:00 p.m.); and
 - (2) Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads to the extent that noises from motor vehicles are regulated by state and/or federal law or that state or federal law preempts the City from regulating noises from motor vehicles; and
 - (3) Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.
- ~~(c) The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded by any means within any public or private property when measured 50 feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~

- (d) ~~The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded for a cumulative period of one or more minutes in any 15-minute period. The measurement period shall not be less than 15 minutes.~~
- (e) ~~Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown Community Redevelopment Area (CRA). Table 2 is applicable to the Downtown CRA, as defined in Figure 1.~~

Section 22-23. - Method of Noise Measurement.

- (a) ~~For enforcement of Section 22-24, a~~ All measurements shall be made with a sound level meter compliant which satisfies with the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."
- (b) No sound measuring meter, nor any independent witness, shall be required to enforce or prove a violation pursuant to Sections 22-25 or 22-27.
- (c) Where two or more immediately adjacent businesses are producing amplified sound, the dominant source shall be identified based on the higher measured dBA level taken directly in front of each establishment's face of the building or source of sound. However, the determination of violation shall still be based solely on measurements taken at the Sound Impact Boundary.

Section 22-24. - Maximum Noise Levels.

The following tables shall be used to determine the maximum noise level ~~measured in A-weighted decibels~~, which shall be permitted in the defined locations and at the described time periods within each table. No person shall produce, cause to be produced, or allow to be produced, by any means any noise which exceeds the applicable maximum noise levels set forth in Table 1 or 2 within any private property or on public property when measured, in accordance with Section 22-23 Method of Noise Measurement, at or beyond the Sound Impact Boundary of the property generating said noise.

- (a) ~~Maximum noise levels by use of land.~~

~~(1) Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use into another use with a different noise level limit shall not exceed the limits of the use of land into which the noise is projected.~~

~~(2) Class B Standards within Table 1~~ apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A Standard applies to all other uses.

Table 1			
Land Use	Maximum Noise Levels in A-Weighted Decibels		
	Class A Standard 7:00 a.m. to 10:00 p.m.	Class A Standard 10:00 p.m. to 7:00 a.m.	Class B Standard
Residential	60 dBA	55 dBA	65 dBA
Office	70 dBA	65 dBA	75 dBA
Commercial	70 dBA	65 dBA	75 dBA
Industrial	75 dBA	75 dBA	85 dBA

~~(b) Maximum noise levels in the Downtown Community Redevelopment Area (CRA).~~

Table 2 establishes the maximum noise levels for the Downtown Community Redevelopment Area (CRA).

Table 2			
	Maximum Noise Levels in A-Weighted Decibels		
	7:00 a.m. to 10:00 p.m.	10 p.m. to 12 a.m.	10:00 p.m. 12:00 a.m. to 7:00 a.m.
Downtown CRA	85 dBA	<u>75 dBA</u>	<u>65dBA</u>

- a) The maximum noise levels listed in Section 22-24, Tables 1 and 2 shall not be exceeded for a cumulative period of one or more minutes in any 15-minute period. The measurement period must be at least 15 minutes.
- b) If noise is emitted from one parcel, space, or site onto another with a different land use classification, such noise shall not exceed the maximum sound limits allowed for the use of land onto which the noise is projected.

- c) For properties meeting the definition of mixed use, the commercial and office portions of a mixed-use property are subject to the commercial and office maximum noise levels and the residential portions of a mixed-use property are subject to the residential maximum noise levels except where subsection (b) above applies.

Section. 22-25 Specific Prohibited Noises

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

- a) Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24.

- b) ~~(a)~~ On residential and mixed-use property:

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

- c) ~~On mixed-use property:~~

~~The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under section 22-24, Table 1.~~

~~(2) The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.~~

~~(3) Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under section 22-24, Table 1.~~

~~(4) The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~

Near Schools, courts of law, churches, hospitals, and governmental meetings.

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

d) *In the Downtown CRA.*

- 1) ~~The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-23.~~

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

e) *Construction or repair of buildings or roads, and sitework.*

- 1) The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-23.
- 2) If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
 - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
 - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

- f) Parking lots, parking garages, public property excluding streets and highways, and private property.
- 1) Any person operating or occupying a motor vehicle, as defined in Chapter 316, Florida Statutes, within a parking lot, parking garage, public property excluding a street or highway, as those terms are defined in Chapter 316, Florida Statutes, or private property may not operate or amplify the sound produced by a radio, tape player, compact disc player, portable music or video player, cellular telephone, tablet computer, laptop computer, stereo, television, musical instrument, or other mechanical or electronic soundmaking device or instrument, which sound emanates from the motor vehicle, so that the sound is plainly audible at a distance of 25 feet or more from the motor vehicle. This subsection does not apply to a law enforcement vehicle equipped with a communication device necessary in the performance of law enforcement duties or to an emergency vehicle equipped with a communication device necessary in the performance of emergency procedures. This subsection does not apply to the noise made by a horn or other warning device required or permitted by Section 316.271, Florida Statutes.

Section - 22-26. - Enforcement.

- (a) Joint Responsibility of Enforcement. The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this Chapter. ~~article in accordance with the "Noise Ordinance Enforcement Policy."~~
- (b) Methods of Enforcement. Violating a section of this Chapter may result in the issuance of a citation and action through the Code Enforcement process. However, nothing contained in this Chapter shall limit enforcement of noise or alternative methods of enforcement as otherwise allowed by law.
- (c) Joint and Several Responsibility. Any person(s) responsible for a violation of this Chapter may be held liable for a violation of this Chapter. More than one person may be found to be responsible for the violation.
- ~~(d)(b)~~ Liability for payment of noise citation.

- (1) Any person issued a citation under this Chapter shall be deemed charged with a noncriminal infraction and shall have 30 days from the date of the violation to request a hearing to contest or pay the citation.

- (2) If the person cited fails to request a hearing or pay the citation within 30 days of the date of violation, the person shall have waived any right to contest the citation, and a judgment shall be entered against the person cited in the amount up to the maximum civil penalty plus court costs. ~~shall result in an additional late penalty and the citation shall be sent to collections.~~

~~(e)~~*(e)Hearing to contest noise citation.*

- (1) If a person elects to contest the noise citation through a hearing, the City shall set a hearing date and time before a hearing officer. In addition to any fine imposed for a violation of this article, a hearing officer may assess court costs not to exceed \$100.00 if deemed necessary. the person shall request a hearing date from the Osceola County Clerk of Court (hereinafter "Clerk of Court") and shall appear in court before an Osceola County Judge (hereinafter "County Judge") as directed.
- (2) If a person fails to appear at the hearing set by the city, a hearing officer shall proceed with the hearing and may assess fines and court costs. A County Judge, after hearing a citation, shall make a determination whether or not a violation of this Chapter has been committed. If a violation is found to have occurred, the County Judge may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty plus all applicable costs of prosecution and legislative assessments, plus court costs. In no event, however, shall such civil penalty imposed by the County Judge be less than the civil penalty set forth in Section 1-22.
- (3) The County Judge may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the County Judge determines to be appropriate. If the person found to be in violation fails to pay the civil penalty or correct the violation within the time provided, a civil judgment shall be entered against that person in an amount up to the maximum civil penalty.
- (4) Should the person cited schedule a hearing as provided for herein and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and a civil judgment shall be entered against the person in an amount up to the maximum civil penalty; provided, however, that the Court shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest of justice. In such an event, the Clerk of the Court shall notify the officer who issued the citation and the person cited of the date and time of the hearing.
- (5) Should the person cited willfully fail to comply with a Court Order to abate or correct the violation, the Court, after due notice and hearing on the matter, may hold the violator in civil contempt and may enter an Order to that effect.
- (6) In the event that a civil judgment is entered against the person cited as provided herein, the City may record a certified copy of said judgment in the Official Records

of Osceola County and the same shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

- (7) In the event that an Order is entered finding that a violation of the ordinance cited has been committed, the City may record a certified copy of said Order in the Official Records of Osceola County and the same shall thereafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property.
- (8) At any hearing pursuant to this ordinance, the commission of a violation of a code or ordinance must be proved by a preponderance of the evidence. The Florida Rules of Civil Procedure and the Florida Evidence Code shall be applicable to any such hearing.
- (f) Effect of a Violation of this Article on Sidewalk Cafe and Special Event Permits and City and Downtown CRA grant funding.*
- (1) If an establishment that sells alcoholic beverages for consumption on premises in accordance with Chapter 4 (hereinafter "Establishment") is found by a County Judge or the Code Enforcement Special Magistrate to have committed a violation of this Article:
- a. And the Establishment possesses a Sidewalk Cafe Permit, then the Sidewalk Cafe Permit shall be suspended for 30 days after the Establishment receives notice of the suspension;
 - b. Then the Establishment shall not receive a Special Event Permit for a period of 30 days after the Establishment receives notice of the suspension. Additionally, if the Establishment has already received a Special Event Permit for an event to be held within 30 days after the Establishment receives notice of the suspension, such Special Event Permit shall be deemed void; and
 - c. Then the Establishment shall not receive any grant award from the City or Downtown CRA for a period of 30 days after the Establishment receives notice of the suspension.
- (2) For purposes of this subsection, an Establishment is deemed to have committed a violation of this Article if the Code Enforcement Special Magistrate finds a violation of this Article at the physical address of the Establishment or if a County Judge finds an employee, a person exercising control over the operation of the Establishment, or a person with an ownership interest in the Establishment committed a violation of this Article within the Sound Impact Boundary of the Establishment.

- (3) The Establishment shall be noticed of any suspension pursuant to this subsection and afforded an opportunity to appeal any suspension pursuant to this subsection according to the provisions of Section 4-9(i) and (j).

Section 22-27 Use of mechanical loudspeakers or amplifiers out of doors.

(a) *Applicability.*

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

(b) *General standards.*

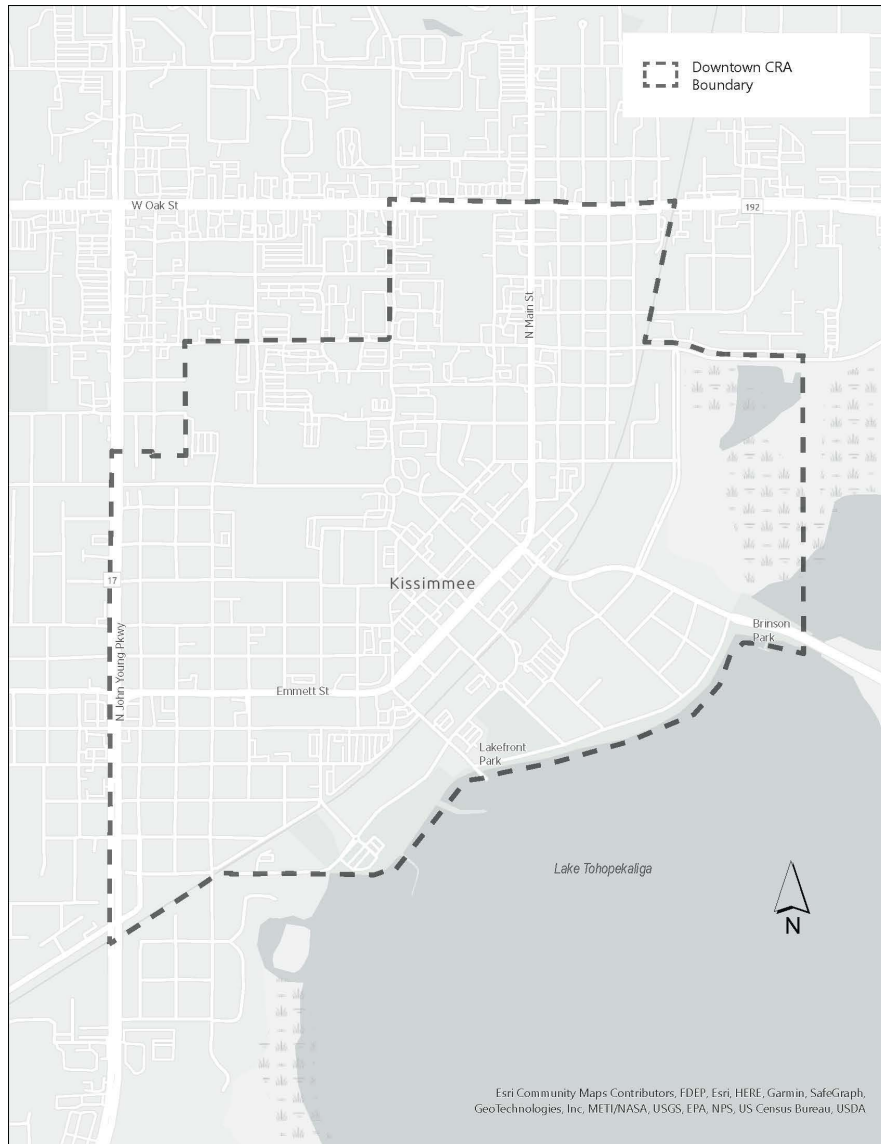
- (1) Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (b)(2) or (c)(2) below, and shall comply with the following conditions:
- a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the parks and recreation department; and
- b. Is not located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under Section 14-6-28 of the Land Development Code;~~and~~
- ~~c. Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and~~
- ~~c. Will not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (b)(2) and (c)(3) below.~~

- (2) *Extended hours.* The City Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that the proposed activity otherwise complies with the provisions of subsections (b)(1) and (c)(1) and the sound levels and standards prescribed in Sections 22-22 through 22-25 herein. However, a Sidewalk Café Permit shall not extend the hours for use of a loudspeaker or other sound amplification device.
- (c) *Use specific standards.*
- (1) *Schools, courts of law, churches, hospitals, governmental meetings, public transportation facilities.* No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, court of law, hospital, governmental meeting, or public transportation facility as defined in F.S. § 496.425(1)(b), during normal business hours of operation of that entity without the permission from that property owner.
- (2) *Downtown Community Redevelopment Area (CRA).* The Downtown CRA, as described in Figure 1, is exempt from the prohibitions contained in subsections (b)(1)(a), (b)(1)(b) and (c)(1). ~~Within said Area, loudspeakers or other sound amplification devices may be used out of doors without regard to the other prohibitions set forth in subsection (c)(1) above.~~ However, Sections 22-27(b)(1)d, (c)(3) and (c)(4), and 22-22 through 22-25 set forth herein shall still apply within the Downtown CRA. Section 22-27(b) shall still apply within the Downtown CRA, except for establishments that sell alcoholic beverages for consumption on premises in accordance with Chapter 4 (hereinafter “Establishments”), mechanical loudspeakers or other sound amplification devices owned by the City and used for a City-sponsored use or event, or if authorized pursuant to a Special Event Permit. For Establishments within the Downtown CRA, continual use of any mechanical loudspeaker or other sound amplification device out of doors shall not operate between the hours of 12:00 a.m. and 7:00 a.m.
- (3) *Sidewalk cafes.* Except for loudspeakers and sound amplification devices installed by the city, such speakers and devices ~~that are permitted for continual use out of doors~~ that are used for a commercial purpose under this section, including within the Downtown CRA, shall not be located within the public rights-of-way, including the air space above such public rights-of-way, unless such use is ~~for a~~ within an area subject to permitted sidewalk cafe permit or within an area for space that is part of an encroachment agreement with the city. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any

adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in Sections 22-27 (b)(1) and section 22-22 through 22-25 herein.

- (4) ~~*Restaurants, bars, and similar*~~ *Establishments that sell alcoholic beverages for consumption on premises*. Any person, business, or property owner that is operating ~~an restaurant, bar, or other similar~~ Establishment at a fixed location, including within the Downtown CRA, that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for continual use out of doors as long as such speakers and devices comply with the standards herein, however such Establishments are exempt from the prohibitions contained in Sections 22-27(b)(1)(b) and (c)(1). Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in Sections 22-27(b)(1), (c)(2) and (c)(3), and sections 22-22 through 22-25 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

Figure 1



SECTION 4 SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are severable.

SECTION 5. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not

affect the intent may be authorized by the City Attorney, without the need of a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not affecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be published as provided by law, and it shall become law and shall take effect on October 1, 2025.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Jul. 10, 2025

Notice ID: R2plcHFvDBqMnEsSbxA7

Notice Name: COK*ORDINANCE 25-07*Noise Measurements

PUBLICATION FEE: \$73.59

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Anjana Bhadoriya

Agent

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 07/11/2025

J. Thompson

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, July 15, 2025, at 6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **SECOND FIRST READING** and will meet on **Tuesday, August 5, 2025, at 6:00 p.m.** to hear the **FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at City Hall, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

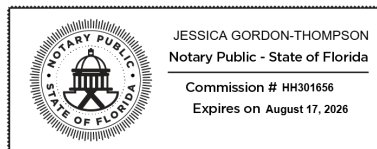
PROPOSED ORDINANCE #25-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY, AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTION 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERE WITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
July 10, 2025



Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 25-07**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

This ordinance increases the penalties for violations of City Code Section 22-24, which pertains to maximum noise levels, and clarifies specific provisions of City Code Chapter 22, Article II, Noise. This ordinance is necessary to achieve further compliance with the City's noise ordinance, to ensure the public's continued peaceful enjoyment of downtown, and to protect the health, safety, and welfare of the citizens of the City of Kissimmee.

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

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

The City does not anticipate that this ordinance will incur any direct compliance costs for private for-profit businesses or result in regulatory costs for the City.

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

This ordinance will only impact businesses within the limits of the Downtown CRA if they violate the Noise Ordinance and are assessed fines for those violations. The City does not anticipate that this ordinance will have a significant effect on Downtown CRA businesses that comply with the City Code.

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

None

ITEM 4.B

Public Hearing - First Reading: Proposed Ordinance #25-12 - Amending the Method of Board Appointments

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION I, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

Request

Approval of the First Reading of Proposed Ordinance #25-12

Explanation

This item seeks City Commission approval to amend the ordinance governing the appointment of advisory board members in order to establish a more streamlined and collaborative process. The proposed amendment would change the current rotational method where individual commissioners are assigned vacancies and instead implement an at-large system.

Under the new process, all advisory board vacancies would be jointly nominated and appointed by the City Commission after applications have been vetted and pre-approved by the Office of the City Clerk. This change is intended to improve efficiency, increase transparency, and ensure a broader and more inclusive pool of candidates. Following implementation of the ordinance, the City will also establish an accompanying policy to provide further guidance and structure to the new process.

Recommendation

Approval of the First Reading of Proposed Ordinance #25-12

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proposed Ordinance # 25-12 - Amending City Code Advisory Board Appointments (Final)
2. Prop Ord 25-12 - Proof of Publication (Advertisement Date 07-31-2025)

PROPOSED ORDINANCE NO #25-12
ORDINANCE NO _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2 ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 1, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission currently uses a rotational seat method where individuals commissioners make appointments of volunteers to the various advisory boards; and

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

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

SECTION 1. RECITALS. The forgoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance. For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words indicate deletions from existing text.

SECTION 2. Chapter 2 Administration, Article III, Boards And Commissions, Division 1, Section 2-145, "METHOD OF APPOINTMENT TO BOARDS" is hereby amended as follows:

~~All appointments to boards and vacancies thereon shall hereafter be made by the commissioners and mayor on a rotation basis, unless otherwise provided. Said rotation shall commence with the city commissioner holding seat one, followed by the city commissioner in seat two, seat three and seat four, followed by the mayor, seat five. When an appointment to a board is required, the city clerk will notify the city commissioner required to make said appointment. Following said notification, the eligible commissioner or mayor shall make reasonable efforts to contact a person qualified and willing to serve in said vacancy. Following such contact, the commissioner shall nominate in an open meeting the name and seat filled by him. After such nomination the city commission shall vote to approve or disapprove the said nomination.~~

All appointments to boards and vacancies thereon shall be made by the Commissioners and Mayor on an at-large basis, unless otherwise provided. When an appointment to a board is required the City Clerk will place the vacancy on the agenda for discussion. The City Clerk shall provide the Commissioners and Mayor the previously completed applications of the eligible board candidates that have been deemed to meet the minimum requirements set forth for that board. The Commissioners shall nominate and jointly appoint board members in an open meeting from the list of qualified candidates.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Commission that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. REPEAL OF ORDINANCES. All Ordinances in conflict herewith are hereby repealed, including Ordinance No. 2968.

SECTION 5. EFFECTIVE DATE. This Ordinance takes effect upon passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney



INTERIM AD DRAFT

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

Notice ID: GDsoHOoZsy9S93b9y5zK | **Proof Updated: Jul. 21, 2025 at 10:27am EDT**
Notice Name: COK PROPOSED ORDINANCE 25-12

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

FILER

FILING FOR

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

Columns Wide: 2

Ad Class: Legals

07/31/2025: Legal and Public Notice 59.89

Subtotal	\$59.89
Tax %	0
Processing Fee	\$5.99
Total	\$65.88

See Proof on Next Page

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 5, 2025**, at 6:00 p.m. in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, August 19, 2025**, at 6:00 p.m. to hear the **FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at City Hall, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #25-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 1, SECTION 2-145, "METHOD OF APPOINTMENT TO BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26)
July 31, 2025

ITEM 5.A

Public Hearing – Substantial Amendments to the CDBG 2018-2019, 2020-2021, and 2021-2022 Annual Action Plans

Request

Accept comments on the Substantial Amendments to the CDBG Annual Action Plans for Fiscal Years 2018-2019, 2020-2021, and 2021-2022 to reallocate funding from completed or under performing activities.

Explanation

The City of Kissimmee's Community Development Block Grant (CDBG) Five Year Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions and activities that will be undertaken that year to address the priority needs, and specific goals identified by the Consolidated Plan. The Consolidated Plan regulations allow the City to make certain amendments to the Annual Action Plan through the Substantial Amendment process if the budget needs to be adjusted and changes to projects need to be made. The Substantial Amendment process requires a public comment period and additional citizen participation.

The City of Kissimmee is proposing to amend three (3) Annual Action Plan years: Plan Years 2018-2019, 2020-2021, and 2021-2022. These amendments are required in order to spend funds in a more expeditious manner. The funds are being re-allocated from completed activities with the remaining funds to "expenditure-ready" projects such as the rehabilitation of the Haven on Vine Apartments. As a consequence, the Consolidated Plan(s) covering the respective years will also be amended to address these changes.

Annual Action Plan 2018-2019

1. Transfer remaining funds from Planning and Administration, Code Enforcement, Building Strong Families, and Hudson Street Improvement project to partially fund the Rehabilitation of the Haven on Vine project (\$102,718.00).

Annual Action Plan 2020-2021

1. Transfer remaining funds from Planning and Administration and the Hudson Street Improvement project to partially fund the Rehabilitation of the Haven on Vine project (\$170,750.50).

Annual Action Plan 2021-2022

1. Transfer remaining funds from Planning and Administration, Code Enforcement, Good Neighbors, The Opportunity Center Rehab Project, and Hills Street Sidewalk (Design) to partially fund the Rehabilitation of the Haven on Vine project (\$139,800.14).

The City met the required 30-day comment period required by the City's Citizen Participation Plan before presenting these amendments for your approval. The ad was published in the Osceola Gazette on June 26, 2025. No comments have been received thus far.

Recommendation

Accept comments on the Substantial Amendment to the CDBG Annual Action Plans for Fiscal Years 2018-2019, 2020-2021, and 2021-2022 to reallocate funding from completed or under performing activities.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Accept

Department: Development Services

Presenter: Frances De Jesus

Attachment(s):

1. Ad for Subst Amend 2018, 2020 and 2021_6.26.25

BLUFOR

Continued from Page 1

place at the St. Cloud lakefront monthly.

BLUFOR’s next major event, a “Red, White and Blue Trifecta” celebrating its second “birthday” is planned for Sept. 6 at the Twin Oaks Conservation Area, with a 3K run/walk, a 3K obstacle course and a 13-zone weightlifting Dekatria.

Participants must register and pay an entry fee, and sponsorships are available. Participants will receive a t-shirt, and awards will be presented for each event. For more information on Team BLUFOR and the upcoming Trifecta, see <https://bit.ly/44enCrY>.

Team BLUFO warms up at the St. Cloud Lakefront before a workout session. (Photo/Terry Lloyd)



Veteran’s Voice

Outstanding Osceola Veteran Recognized for Community Leadership

By Terry Lloyd
For the News-Gazette

The Osceola County Veterans Council’s own Helen Dottie Adams was recognized in Congress as a Distinguished Leader in Central Florida for Asian American & Pacific Islander Heritage Month. The recognition came about through U.S. Representative Darren Soto and was read into the Congressional Record for posterity. I think anyone who knows of Dottie’s continuous selfless service to Osceola’s veterans will agree this honor is very well deserved. Salute!

Veterans Benefits Banking Program (VBBP)

The VBBP can help unbanked veterans access safer, more reliable financial services to access direct deposit of VA benefits. The program offers free or low-cost banking and financial services through partnering banks and credit unions to help veterans build long-term financial stability and avoid fraud. For more information see <https://bit.ly/4mZ3UIb>.

VA Perinatal Reproductive Education Planning and Resources (PREPARE)

PREPARE is an interdisciplinary program designed to support women Veterans who are pregnant, postpartum, trying to conceive, or planning for their future. It offers coordinated access to VA

services, specialized care, and opportunities for connection. For more info see <https://bit.ly/3HEWUzZ>.

22 a Day

I recently had a chance to go in depth on the subject of veteran suicide in Central Florida. While one is always too many, I can report that in 2023, Osceola County had two veteran suicides, down from 7 in 2022 and a total of 93 since 2010. In comparison with other Florida counties, our rate is not the lowest, but better than most and I am very happy to report that the Kissimmee Police Department recently participated in some veteran suicide prevention training hosted by the Orange County Health Department. Whatever our mental health, first responders, and veterans community are doing to prevent veteran suicide, please keep it up!

The Liven App to Help with Transition

Let’s face it, some of us veterans forgot somewhere during our military “journey” just how to “civilian” again, and for many of us, outright asking for help is just not in our DNA any longer. Although not specifically for veterans, the free Liven app can help reframe our inner dialogue, boost self-image, and view daily challenges with fresh eyes. For more info see <https://bit.ly/4jObh2j>

Please pass on your veteran-related information and events to osceolavets@gmail.com.

COUNCIL’S CORNER

Continued from Page 3



PHOTO/COUNCIL ON AGING

registration is required for these shelters. To apply, go to <https://www.osceola.org/Services/Emergency-Management/Emergency-Response-Plans/Special-Needs-Program> or e-mail specialneeds@osceola.org, or phone 407-742-9001.

In terms of storm preparation, the Florida Division of Emergency Management hosts a website, <https://www.floridadisaster.org/planprepare/> listing pragmatic steps for storm preparation. A few of those tips include:

- Assemble a disaster supply kit including copies of important documents, flashlights, batteries, battery-powered radio, cell phone chargers and first aid kit.
- Gather at least seven days of nonperishable food and water.
- Organize a 14-day supply of medication and medical supplies.
- Carry a list of important contact numbers.
- Make sure to grab cash at the ATM in advance of the storm and fill your vehicle full of gas.
- Remember any special need items for infants, small children, elderly and or disabled

family members.

- Stock pet care items if needed, including food, water, cages, leashes, and medication.
- Secure loose items around the home (outside) including additional preparation for windows.

Finally, if you or a family member need to evacuate prior to a storm, but not considered in the special needs category, the EOC, in partnership with Osceola Animal Services, the American Red Cross, and the School District of Osceola County offer pet friendly sheltering. Go to, <https://www.osceola.org/Services/Emergency-Management/Shelters> for more information. As with all shelters, locations and hours of operations are announced prior to any storm-related event.

Sadly, hurricane season is one of the few drawbacks of living in this beautiful state in comparison to the myriad of advantages. It can be a time of stress, both personally and professionally. But we are all in this together, so let us all work together as we prepare for this above average hurricane season. Stay safe out there!

No Paper? Delivery Problems?

Just call our circulation department at **407-846-7600** and they will get on it. Be sure to leave your name, address, what the problem is, and the phone number you can be contacted at.

OSCEOLA NEWS-GAZETTE

NOTICE OF 30-DAY COMMENT PERIOD AND PUBLIC HEARING FOR A SUBSTANTIAL AMENDMENT TO THE FOLLOWING ANNUAL ACTION PLANS: FISCAL YEARS 2018, 2020, AND 2021

The City of Kissimmee Annual Action Plans (AAP) covering Program Years 2018, 2020, and 2021 list a number of closed activities with remaining funds or open activities that are experiencing a slow start and therefore the funds are being reallocated in order to ensure timely expenditure. A Substantial Amendment is required when reallocating funds between activities, deleting activities, and/or creating new ones. The City is proposing the following changes:

Annual Action Plan 2018-2019

1. Transfer remaining funds from Planning and Administration, Code Enforcement, Building Strong Families, and Hudson Street Improvement project to partially fund the Rehabilitation of the Haven on Vine project (\$102,718.00).

Annual Action Plan 2020-2021

1. Transfer remaining funds from Planning and Administration and the Hudson Street Improvement project to partially fund the Rehabilitation of the Haven on Vine project (\$170,750.50).

Annual Action Plan 2021-2022

1. Transfer remaining funds from Planning and Administration, Code Enforcement, Good Neighbors, The Opportunity Center Rehab Project, and Hills Street Sidewalk (Design) to partially fund the Rehabilitation of the Haven on Vine project (\$139,800.14).

The Consolidated Plans covering years 2020-2025 will also be amended accordingly to reflect the changes listed above.

Comments on the amendments will be accepted during a 30-day period from Friday, June 27, 2025 through Monday, July 28, 2025. Please submit written comments to: Citizen Comment, c/o Development Services Department, Housing and Community Development Division, 101 Church Street, Kissimmee, FL 34741 or by email to frances.dejesus@kissimmee.gov.

A draft of the document containing all of these changes is available at the City of Kissimmee Development Services Department office located at 101 Church Street, Kissimmee, FL 34741 and online at www.kissimmee.org/government/development-services/housing-community-development-division.

The Kissimmee City Commission will hold a Public Hearing in the City Commission Chambers on Tuesday, August 5, 2025 at 6:00 p.m., or as soon thereafter as can be heard, to obtain input and comments for the proposed activities. Persons with disabilities requiring special accommodations to participate should call the Development Services Department office at (407) 518-2156 within forty-eight (48) weekday hours of the meeting.

AVISO DE PERÍODO DE COMENTARIOS DE 30 DÍAS Y AUDIENCIA PÚBLICA PARA UNA ENMIENDA SUSTANCIAL A LOS SIGUIENTES PLANES DE ACCIÓN ANUALES: AÑO FISCAL 2018, 2020, Y 2021

Los Planes de Acción Anual (AAP) de la Ciudad de Kissimmee que cubren los años del programa 2018, 2020 y 2021 enumeran una serie de actividades cerradas con fondos restantes o actividades abiertas que están experimentando un inicio lento y, por lo tanto, los fondos se están reasignando para garantizar gastos oportunos. Se requiere una Enmienda Sustancial al reasignar fondos entre actividades, eliminar actividades y/o crear otras nuevas. La Ciudad propone los siguientes cambios:

Plan de Acción Anual 2018-2019

1. Transferir los fondos restantes del proyecto de Planificación y Administración, Aplicación de Códigos, Construcción de Familias Fuertes y de Mejoramiento de Hudson Street para financiar parcialmente la actividad Rehabilitación del proyecto Haven on Vine (\$102,718.00).

Plan de Acción Anual 2020-2021

1. Transferir los fondos restantes de Planificación y Administración y de Mejoramiento de Hudson Street para financiar parcialmente la actividad, Rehabilitación del proyecto Haven on Vine (\$170,750.50).

Plan de Acción Anual 2021-2022

1. Transferir los fondos restantes de Planificación y Administración, Buenos Vecinos, el Proyecto de Rehabilitación del Centro de Oportunidades y Hills Street Sidewalk (Diseño) para financiar parcialmente la actividad Rehabilitación del proyecto Haven on Vine (\$139,800.14).

El Plan Consolidado que cubre los años 2020-2025 también se modificará en consecuencia para reflejar los cambios enumerados anteriormente.

Los comentarios sobre las enmiendas se aceptarán durante un período de 30 días desde el viernes 27 de junio de 2025 hasta el lunes, 28 de julio de 2025. Envíe sus comentarios por escrito a: Citizen Comment, c/o Development Services Department, Housing and Community Development Division, 101 Church Street, Kissimmee, FL 34741 o por correo electrónico a frances.dejesus@kissimmee.gov.

Un borrador del documento que contiene todos estos cambios está disponible en la oficina del Departamento de Servicios de Desarrollo de la Ciudad de Kissimmee ubicada en 101 Church Street, Kissimmee, FL 34741 y en línea en www.kissimmee.org/government/development-services/housing-community-division.

La Comisión de la Ciudad de Kissimmee llevará a cabo una Audiencia Pública en las Cámaras de la Comisión de la Ciudad el martes 5 de agosto de 2025 a las 6:00 p. m., o tan pronto como sea posible, para obtener aportes y comentarios sobre las actividades propuestas. Las personas con discapacidades que requieran adaptaciones especiales para participar deben llamar a la oficina del Departamento de Servicios de Desarrollo al (407) 518-2156 dentro de las cuarenta y ocho (48) horas hábiles posteriores a la reunión.

ITEM 5.B

Public Hearing - Second Substantial Amendment to the HOME American Rescue Plan (HOME-ARP) Allocation Plan - Osceola County HOME Consortium

Request

Approval of the Second Amendment to the City's portion of the HOME-ARP Allocation Plan.

Explanation

On May 3, 2022, the City Commission approved the HOME-ARP Allocation Plan and on April 1, 2025, it approved the 1st Amendment to the Plan. The Plan details how the Osceola County HOME Consortium plans to spend its allocation of HOME-ARP funds. As part of the Osceola County HOME Consortium, the City of Kissimmee was awarded HOME-ARP funding in the amount of \$1,217,478.50. These funds are provided by the US Department of Housing and Urban Development to reduce homelessness and increase housing stability for qualifying individuals and families who are homeless, at risk of homelessness, or in another eligible vulnerable population or subpopulation. These funds have been allocated to the Haven on Vine project.

In order to meet the construction needs of the project, changes to the current allocation listed in the Plan are necessary. This Second Substantial Amendment proposes the following:

- ***To reduce the amount allocated under the Supportive Services activity by \$100,000*** - The amount allocated to this activity under the 1st Amended HOME-ARP Allocation Plan is \$618,338. The new proposed amount is \$518,338.
- ***To increase the amount allocated under the Non-Congregate Shelter activity by \$100,000*** - The amount allocated to this activity under the 1st Amended HOME-ARP Allocation Plan is \$100,000. The new proposed amount is \$200,000.

The City met the required 15-day comment period required by the City's Citizen Participation Plan before presenting these amendments for your approval. The ad was published in the Osceola Gazette on July 3, 2025.

Recommendation

Approval of the 2nd Amendment to the City's portion of the HOME-ARP Allocation Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. HOME-ARP Action Plan-revision 2
2. HOME-ARP - ad for 2nd amend

CITY OF KISSIMMEE
HOME-ARP FUNDS
Allocation - \$1,217,478.50

Funding Breakdown:

\$ 139,140.40	Administration
<u>\$1,078,338.10</u>	Projects
\$1,217,478.50	

Description of the project

The City of Kissimmee proposes to develop a non-congregate shelter facility to provide temporary accommodations and support services to individuals experiencing homelessness. The intent is to prioritize the needs of Osceola based, unsheltered individuals and families in a 24/7/365 non-congregate setting for as long as is necessary to end/or respond to their homelessness. The proposed project will consist of a minimum of 50 non-congregate units to house and provide services to unsheltered individuals and families.

A variety of funding sources to finance the construction of the project - CDBG-CV 1, CDBG-CV2, CDBG-CV3, and ARP funds.

The HOME-ARP funds will be used to offer the following to the residents of the non-congregate shelter facility:

- TBRA
- Supportive Services

Eligible Use	Allocation	Description	Selection Criteria
Tenant Based Rental Assistance (TBRA)	\$360,000	To assist approximately 20 households to pay their monthly rent/utilities for a maximum period of up to 1 year (12 months). The maximum assistance to be provided on a monthly basis cannot exceed \$1,500.	Households will be selected based on their participation in the program and the likelihood that they will be able to become self-sufficient within two years of entering the program. Head of household or spouse must enroll in training or education program that will lead to full time employment. Case management is required. Acceptance to the program will be based on recommendations from the case manager and/or other

			personal and work references. Prior criminal and incarceration records will not be consideration.
Supportive Services	\$518,338	To be provided to the lead nonprofit agency who will be responsible for the administration of the shelter facility for operating expenses (\$50,000/yr for 3 years) and/or for case management and/or to different non-profit agencies that will subcontract with main agency to provide supportive services such as housing counseling, education, training and employment, child care, etc.) The proposed breakdown to pay for the different supportive services is as follows: Year 1=\$133,941 Year 2 =\$133,941 Year 3 =\$100,456	Different non-profit agencies offering the supportive services will be solicited through a Request for Proposal/Request for Qualifications.
Non-Congregate Shelter	\$200,000	To cover the development hard cost to rehabilitate the building that will serve as the office for the NCS onsite management and the nonprofit agencies providing supportive services.	A Request for Proposals from qualified contractors will be solicited.

ITEM 5.C

Public Hearing - City of Kissimmee 2025-2029 Citizen Participation Plan

Request

Adoption of the City of Kissimmee 2025-2029 Citizen Participation Plan.

Explanation

The Citizen Participation Plan (CPP) outlines the policies and procedures that guide public involvement throughout the consolidated planning process. This plan ensures that residents, particularly low- and moderate-income individuals, including minorities and non-English-speaking persons, have meaningful opportunities to participate in the planning, implementation, and evaluation of programs and projects funded by the Community Development Block Grant (CDBG) program.

The 2025-2029 CCP provides the guidelines to be followed for the public participation process when adopting and approving the following Consolidated Plan, Annual Action Plans, Substantial Amendments, and the Consolidated Annual Performance and Evaluation Reports (CAPER). Additionally, the CPP includes a dedicated section describing the citizen participation procedures to be followed if the City seeks a Section 108 Loan Guarantee.

In accordance with the existing Citizen Participation Plan, the City observed the required 30-day public comment period. A public notice was published in the Osceola Gazette on July 3, 2025. No public comments were received during the comment period.

Recommendation

Adoption of the City of Kissimmee 2025-2029 Citizen Participation Plan.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Frances De Jesus

Attachment(s):

1. Citizen Participation Plan_2025-2029
2. CPP Gazette Ad - July 3rd



Community Development Block Grant Program and Osceola HOME Consortium

Citizen Participation Plan 2025-2029

Prepared by: City of Kissimmee
Housing and Community Development Division
101 Church Street
Kissimmee, FL 34741

August 5, 2025

City of Kissimmee Five Year Consolidated Plan Citizen Participation Plan

In conformance with the provisions of 24 CFR (Code of Federal Regulations) 91, "Consolidated Submissions for Community Planning and Development Programs" and more specifically with the provisions of 24 CFR 91.105, the City of Kissimmee has adopted the following Citizen Participation Plan.

The purpose of the Citizen Participation Plan is to encourage public participation in the planning process, as well as to meet the requirements of the U.S. Department of Housing and Urban Development. The Plan sets forth the City of Kissimmee's policies and procedures for citizen participation. Furthermore, it provides and encourage citizens to participate in the development of the Consolidated Plan, the Annual Action Plan, any substantial amendment to the Consolidated Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). Any persons who require assistance in reading or understanding this Plan or any other documents described herein due to disability or difficulty with the language will be provided sufficient assistance to enable them to understand its purpose and provisions.

The following subjects are addressed in the Plan:

1. Plans and Documents
2. Availability of Documents
3. Comment Periods
4. Consultations and Participation in Public Meetings
5. Public Hearings
6. Written Comments
7. Criteria for Substantial Amendments
8. Submission of an Application for Loan Guarantee Assistance
9. Availability of Program Records
10. Plans to Minimize Displacement
11. Technical Assistance
12. Minorities and Non-English-Speaking Persons
13. Complaint Review Process

Plans and Documents

The following list includes the key planning and reporting documents for the community Development Block Grant (CDBG) federal grant requiring citizen participation:

- Citizen Participation Plan – The Citizen Participation Plan sets forth the policies and procedures for citizen participation throughout the consolidated planning process.
- Consolidated Housing and Community Development Plan (Consolidated Plan) – The Consolidated Plan guides the use of federal funds for a five-year period. It describes the amount of assistance, priorities, range of activities, and estimated amount that will benefit low- and moderate-income people.
- Annual Action Plan (Action Plan) – The Action Plan outlines the specific programs and activities to be undertaken for the program year and the amount of funds that will be awarded to those projects.
- Consolidated Annual Performance and Evaluation Report (CAPER) – The CAPER reports on the activities and projects undertaken and completed in the previous year.
- Section 108 Loan Guaranteed Application - The Section 108 Loan Guarantee Program allows local governments to leverage their Community Development Block Grant (CDBG) funds for larger scale projects. The specific citizen participation process for the Application to the Section 108 Loan Guaranteed Funds is covered in its own section in this Citizen Participation Plan.

Availability of Documents

The City of Kissimmee Citizen Participation Plan, Consolidated Plan, Annual Action Plan and any amendments thereto and Consolidated Annual Performance and Evaluation Reports (CAPER) are available for public review at any time. Copies of the Plan may be obtained through the City of Kissimmee Development Services Office, 101 Church Street Kissimmee, FL 34741 during normal business hours which are Monday through Friday from 8AM-5PM or on the city website.

At the time each document is initially proposed, the public will be informed of its availability through a summary notice in English and Spanish in a newspaper of general circulation (i.e. Osceola Gazette, Orlando Sentinel) and/or on the city website. When scheduling permits, the notice shall be included in public service announcements, or on the City's public access TV channel. A reasonable number of free copies will be available. This process will be repeated at any point where either plan is updated or this process is required by federal or state law.

Comment Periods

To encourage citizen participation, the City of Kissimmee will undertake the following activities each year:

- Hold at least two public hearings/meetings during the program year to gather citizen comments on the needs, strategies, actions, projects, and outcome performance.
- Offer a comment period, not less than thirty (30) calendar days, on the draft versions of the City of Kissimmee Citizen Participation Plan. Citizens may comment in writing prior to the public hearing or at the public hearing.
- Offer a comment period, not less than thirty (30) calendar days, on the draft versions of the City of Kissimmee Five Year Consolidated Plan and Annual Action Plan. Citizens may comment in writing prior to the public hearing or at the public hearing.
- Offer a comment period, not less than fifteen (30) calendar days for Substantial Amendments to either the Consolidated Plan or the Annual Action Plan. Citizens may comment in writing prior to the public hearing or at the public hearing.
- Offer a comment period, not less than fifteen (15) calendar days on the draft version of the CAPER. Citizens may comment in writing prior to the public hearing or at the public hearing.
- Publish copies of the Consolidated Plan, Annual Action, Substantial Amendments and CAPER on the city website. Copies also will be available at the City of Kissimmee Housing and Community Development Division, 101 Church Street Kissimmee, FL 34741.
- Provide special accommodations to residents upon request.

Consultations and Participation in Public Meetings

The City will work with residents to foster citizen involvement. It will encourage participation of local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the Citizen Participation Plan, Consolidated Plan, Annual Action Plan and any amendments thereto and Consolidated Annual Performance and Evaluation Reports (CAPER). Low income residents of assisted housing developments will also be invited to participate.

The City shall also consult with public and private organizations, including broadband internet providers, as well as organizations focused on narrowing the “digital divide” (the gap in access to technology and internet services between different populations. These consultations extend to the programs related to affordable housing, community development, and disaster recovery.

From time to time, community meetings may be held to promote awareness. Subrecipients are encouraged to attend public meetings, if warranted. Comments from individuals or groups received in writing or at the public meeting will be considered and included in the plans. All public meetings concerning the CDBG programs will be held either at the City of Kissimmee Commission Chambers or at a community center in a low-moderate income neighborhood so that meetings will be convenient to citizens, particularly those who are potential or actual beneficiaries. Meetings will be held between 8:00 AM to 8:00 PM on weekdays. Meeting locations will be accessible to the handicapped, in accordance with section 504 of the Rehabilitation Act of 1973 and the regulations at 24 CFR part 8; and the Americans with Disabilities Act and the regulations at 28 CFR parts 35 and 36, as applicable.

The City of Kissimmee shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance such as the use of focus groups and the Internet.

Public Hearings

There shall be at least two public hearings per year to obtain citizens' views. Any comments or views of citizens received in writing or orally at the public hearings will be considered in preparing the final documents. Together, the hearings must address resident views on housing and community development needs, development of proposed activities and review of program performance.

Public Hearing #1: During the development of the Citizen Participation Plan/Consolidated Plan/Annual Action Plan (as applicable):

The public hearing will be held before the Citizen Participation Plan/Consolidated Plan/Annual Action Plan is due to the U.S. Department of Housing and Urban Development on August 15th. It will contain a discussion of the following items:

- The amount of assistance the City expects to receive in the coming year for the CDBG program and the Osceola HOME Consortium, including program income.
- The range of activities that may be undertaken, including the estimated amount that will benefit low- and moderate-income persons.
- The priority needs in the Five-Year Consolidated Plan.
- The strategies in the consolidated Plan designed to address the priority needs.
- A discussion of the programs or activities that are proposed to be funded.

Public Hearing #2: Before the adoption of the Consolidated Annual Performance Report (CAPER):

The public hearing will be held before the *Consolidated Annual Performance Report (CAPER)* is due to the U.S. Department of Housing and Urban Development by December 31st. It will contain a discussion of the following items:

- The amount of assistance the City received for the CDBG program and the Osceola HOME Consortium (including program income) during the previous program year.
- The priority needs in the Consolidated Plan.
- The five-year strategies in the consolidated Plan designed to address those needs.
- The progress made carrying out the activities and projects in the previous year's Annual Action Plan.

The public hearing will be held during the City of Kissimmee City Commission meeting at 101 Church Street, Kissimmee, FL 34741. All notices of public hearings will be published in a newspaper of general circulation (i.e. Osceola Gazette, Orlando Sentinel) or/and on the city's website at least 30 days prior. When scheduling permits, the notice shall be included in public service announcements, or on the City's public access TV channel. Subrecipients are encouraged to attend public hearings, if warranted.

All public meetings will be held in handicapped accessible buildings. Written material will be available for persons with hearing disabilities and a staff person will be available to read to anyone who is sight-impaired. If these or any additional accommodations are needed for persons with disabilities or persons with hearing impairments, contact should be made a minimum of 72 hours prior to the meeting at (407) 518-2309 to make arrangement. The City may utilize a Sign Language Interpreting Service to help the hearing impaired.

Written Comments

Written comments concerning the City's Citizen Participation Plan, Consolidated Plan, Annual Action Plan, any amendments thereto, and the Consolidated Annual Performance and Evaluation Report (CAPER) will be responded to in writing within fifteen (15) working days. A summary of those comments or views not accepted and the reasons therefore, shall be retained on file in the City of Kissimmee Housing and Community Development Division and will be appended to the respective document. Written comments should be made to the attention of Frances De Jesus, Housing and Community Development Manager by email to: frances.dejesus@kissimmee.gov or by mail to: Housing and Community Development Division, 101 N. Church Street, Kissimmee, FL 34741.

Criteria for Substantial Amendments

The City will use the following criteria for determining what changes in the City's planned or actual activities constitute a substantial change to the Consolidated Plan. An amendment to its approved plan will occur whenever it makes one of the following decisions:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To carry out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the Action Plan;

3. To substantially change the purpose, scope, location, or beneficiaries of an activity. The following criteria are to be used for determining whether a program change would constitute a substantial amendment:

- a) Purpose – Whenever a change in the primary function of an activity requires that it be classified under a different eligible activity. (Note: This does not include a project that is generally unchanged, but is reclassified due to a reinterpretation of HUD regulations or definitions).
- b) Scope – If the service area, budget, or beneficiaries is changed so that 50% or more of the intended beneficiaries are no longer able to benefit from the activity. This does not include a budgetary change in a Direct Benefit or other activity where a service or other benefit is available as long as funds are available.
- c) Location – If the location of an activity is changed so that 50% or more of the intended beneficiaries are no longer able to benefit from the project.
- d) Beneficiaries – If the activity's location or eligible recipients are changed so that 50% or more of the intended beneficiaries are no longer able to benefit from the activity. This does not include a budgetary change in a Direct Benefit or other activity where a service or other benefit is available as long as funds are available.
- e) If the proposed change affects more than 50% of the budget allocation for the activity.

Substantial amendments require a public comment period and citizen participation requirements. Citizens will be provided with a reasonable notice and an opportunity to comment on substantial amendments. The City will advertise on a newspaper of general circulation (i.e. Osceola Gazette, Orlando Sentinel) and/or on the city website and will provide a 30-day comment period before the amendment is implemented. A summary of any comments, including the reasons for those not accepted, will be appended to the amendment.

Submission of an Application for Loan Guarantee Assistance

Before the submission of its application to HUD for loan guarantee assistance, the City will provide citizens an opportunity to examine the application's content and to provide comments on the proposed loan guaranteed funds application.

Notifications: Citizens will be given timely notice of public meetings/hearings and reasonable and timely access to local meetings, information, and records relating to the City's proposed and actual use of guaranteed loan funds including, but not limited to:

- a. The amount of guaranteed loan funds expected to be made available for the coming year, including program income anticipated to be generated by the activities carried out with guaranteed loan funds;
- b. The range of activities that may be undertaken with guaranteed loan funds;

- c. The estimated amount of guaranteed loan funds (including program income derived therefrom) proposed to be used for activities that will benefit low- and moderate-income persons;
- d. The proposed activities likely to result in displacement and the public entity's plans, consistent with the policies developed under § 570.606 for minimizing displacement of persons as a result of its proposed activities.

Notices will be published on a newspaper of general circulation (i.e. Osceola Gazette, Orlando Sentinel) and/or on the city website at least thirty (30) calendar. The public comment period will usually start the next day after the publication date on the newspaper.

Public Comment Period: The City will offer a comment period, not less than thirty (30) calendar days, on the submission of an application for loan guarantee assistance. Citizens may comment in writing prior to the public hearing or at the public hearing. Copies of the proposed application may be obtained through the City of Kissimmee Development Services Office, 101 Church Street Kissimmee, FL 34741 during normal business hours which are Monday through Friday from 8AM-5PM or on the city website.

Public Hearings: The City will hold a minimum of one public hearing for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions on the application for the guaranteed loan funds. The public hearing will be held during the City of Kissimmee City Commission meeting at 101 Church Street, Kissimmee, FL 34741 which is an accessible location.

Written material will be available for persons with hearing disabilities and a staff person will be available to read to anyone who is sight-impaired. If these or any additional accommodations are needed for persons with disabilities or persons with hearing impairments, contact should be made a minimum of 72 hours prior to the meeting at (407) 518-2309 to make arrangement. The City may utilize a Sign Language Interpreting Service to help the hearing impaired.

It is not required to hold a separate public hearing for its consolidated plan and for the guaranteed loan funds to obtain citizen's views on community development and housing needs.

Availability of the Final Application: Once the City has held the public hearing and published the proposed application, respectively, the City must consider any such comments and views received and, if deemed appropriate, modify the proposed application. Upon completion, the final application will be made available to the public. Copies of the final application may be obtained through the City of Kissimmee Development Services Office, 101 Church Street Kissimmee, FL 34741 during normal business hours which are Monday through Friday from 8AM-5PM or on the city website.

Public Meetings: Public Meetings concerning the proposed and actual use of guaranteed loan funds, when needed, will be held either at the City of Kissimmee Commission Chambers or at a community center in a low-moderate income neighborhood so that meetings will be convenient to citizens, particularly those who are potential or actual beneficiaries. Meetings will be held between 8:00 AM to 8:00 PM on weekdays. Meeting locations will be accessible to the handicapped, in accordance with section 504 of the Rehabilitation Act of 1973 and the regulations at 24 CFR part 8; and the Americans with Disabilities Act and the regulations at 28 CFR parts 35 and 36, as applicable.

Written material will be available for persons with hearing disabilities and a staff person will be available to read to anyone who is sight-impaired. If these or any additional accommodations are needed for persons with disabilities or persons with hearing impairments, contact should be made a minimum of 72 hours prior to the meeting at (407) 518-2309 to make arrangement. The City may utilize a Sign Language Interpreting Service to help the hearing impaired.

Technical Assistance: Technical assistance will be provided to groups representative of persons of low and moderate income that request assistance in developing proposals. Anyone needing technical assistance should contact the Housing and Community Development Division at (407) 518-2156.

Availability of Program Records

Citizens of City of Kissimmee will be provided with reasonable access to records concerning any activity undertaken with CDBG Program funds during the preceding five years. Any such request for access to records should be made in writing to City of Kissimmee Housing and Community Development Division at 101 Church Street Kissimmee, FL 34741. The telephone number is 407-518-2156. City of Kissimmee may charge reasonable fees for the duplication and provision of materials. Confidential information normally protected under state and federal freedom of information laws will not be available for public review.

Interested parties may access many of the program documents at the City of Kissimmee web site, www.kissimmee.gov.

Plans to Minimize Displacement

The City does not have, nor does it anticipate funding any activities that will displace any residents or businesses. If displacement does occur, the residents or businesses displaced would be entitled to compensation and/or assistance under applicable federal laws. Should the need for displacement ever arise, the City will officially notify the residents or businesses expected to be displaced as soon as practicable following approval of the activity. The notice will include a description of the proposed action, a discussion of how they might be affected, and information concerning their rights and benefits.

Technical Assistance

Technical assistance will be provided to citizens, citizen groups, nonprofit organizations and agencies that need assistance in understanding the program and developing project proposals. Such assistance is available upon request from the Development Services Department. Bilingual assistance and information provided include HUD low-income population data (per area), applicable regulations, project request forms, maps and other public data as available. Anyone needing technical assistance should contact the Housing and Community Development Division at (407) 518-2156.

Non-English-Speaking Persons

The City of Kissimmee will take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English speaking and limited English proficient residents. The City will make arrangement to provide interpreters at public hearings, upon request. Also, reasonable accommodations at the public hearing such as sign language interpretation or alternate formats for printed material will be available for individuals with disabilities with a minimum of 7 days advance notice. Anyone needing assistance should contact the Housing and Community Development Division at (407) 518-2156.

Complaint Review Process

Persons who have a complaint pertaining to the City of Kissimmee's Citizen Participation Plan, Consolidated Plan, Annual Action Plan, any amendments thereto, or the Consolidated Annual Performance Evaluation Report (CAPER), and/or the Section 108 Loan Guaranteed Application may submit their complaint in writing to the City of Kissimmee Development Services Department, 101 Church Street, Kissimmee, FL 34741.

The City of Kissimmee will provide a timely, substantive written response to every written resident complaint, within 15 working days, where practicable.

VIEWPOINT

Letters To The Editor • Opinions • Columnists

Want to write a letter to the editor?
Email it to Editor Ken Jackson at editor@osceolanewsgazette.com.

The views expressed by those contributing to the Viewpoint page do not necessarily reflect those of this newspaper or its staff. The News-Gazette offers a venue for writers—and readers—to express their opinions, and presents them as “opinions” or editorials, and not news.

LETTERS TO THE EDITOR

Disagrees with St. Cloud Pride expenditure

Dear Editor:

Considering what our nation has been shown over the past few months involving government waste, special interest groups, and abuse in spending our tax dollars through DOGE, at a recent St. Cloud City Council meeting I raised my objection to the city using our tax dollars to support and promote the Pride event at The Ranch.

As I stated, I have no problem with the city recognizing and supporting Black History Month, or the Juneteenth celebration. After all, it is the least we can do as a nation to recognize the shameful act of slavery and the contributions made to make our nation better.

The LGBTQ community is not a race, rather a community of people that have chosen an alternate lifestyle and a preference to people of the same gender. A race this does not make. Therefore, they are a special interest group that is demanding recognition.

Have you ever wondered why, when a grammar school or a library has a story time for young children, that the central figure is a man dressed like a woman? What is their agenda? Well, I can answer that for you. In 2017 the San Francisco Gay Men’s choir, wrote and published a song called, “We Are Coming for Your Children”. Its lines include:

“You think we’re sinful, you fight against our right, you say we all lead lives you can’t respect. But you’re just frightened, you think that we’ll corrupt your kids if our agenda goes unchecked. Funny, just this once, you’re correct,” (Google for the rest of the lyrics)

Now, you have your answer as to why this was billed as a family-friendly event with a petting zoo ... for our children!

This is something that I believe, and other St. Cloud residents would agree, is not where our tax dollars should be spent.

During the City Council’s special session, several things were brought out that should disturb all city residents. First, the mayor and some city council members felt they were misled about the expected attendance. A non-profit organization out of Orlando said it would be between 150-400. Based on that, the city gave them the same \$1,200 rate as last year when they held their event at our Lakefront. Then it was brought out that the city also gave them a \$1,250 grant.

When this was discussed, it came to light that the number of people that were expected was really between 2,000 to 4,000. Mayor Robertson understandably was upset. When the mayor asked for 10 additional Parks and Recreation personnel to be staffed, he was informed that this was going to run into overtime hours.

Mayor Robertson questioned both Council Member (Shawn) Fletcher and the City Manager about how could they have allowed the City Council to be misled. The mayor stated his responsibility is to protect a \$5.5 million asset, as well as the city from liability in the event that someone got hurt at the Ranch.

In my opinion, the mayor was caught between a rock and a hard place. If he withdrew the permit for this event, the city would have been open to a lawsuit.

Our local, state and federal governments are soon going to learn that it is not about them the politicians, but we the people. And we the people are watching!

Donald I. Gray
St. Cloud

CAPITOL COLUMN

Don’t get your hopes up for a third party

Well, Florida is about to find out if a novel, new approach to old, embedded political problems can catch on. (Spoiler alert: Probably not.)

Attorney John Morgan, the former Democratic mega-donor who bankrolled successful campaigns for medical marijuana and a higher minimum wage, said he’ll form a third party. On the national level, Elon Musk said the country badly needs one, although he didn’t set about marketing a new political brand.

State Sen. Jason Pizzo, who quit his role as Senate Democratic leader, said he will run for governor with no team label. That’s not the same as a third party, but just as futile.

Florida voter registration figures showed 13,616,653 people registered to vote in Florida at the end of May. That included 5,522,017 Republicans and 4,211,158 Democrats. There were 3,456,755 voters, like Pizzo, signed up with “no party affiliation” and 426,723 members of 14 different minor parties, such as the Constitution Party, Green Party, No Labels, Reform Party and something called the Coalition With a Purpose.

There’s nothing stopping Morgan or Musk—or you and me—from filling out a form and registering a new party. But that’s kind of like going into the theme park business next-door to Disney. Don’t get your hopes up.

First, election laws are rigged to make it hard to get a new party on the ballot. Go ahead and appeal to every disgruntled voter in Florida, you’re not going to grundle them if you’re not on the ballot.

Second, money. Very rich guys like Morgan and Musk can start things, but the people who write the big checks don’t want something new. They got rich, and stayed that way, in the existing system, and they’re not going to invest in a start-up.

Third, history matters. Charlie Crist had been a state senator, education commissioner, attorney general and governor—all as a Republican—but when he ran as an independent for the U.S. Senate, Marco Rubio beat him easily in 2010. Any third-party candidate or independent running next year won’t have the name identification Crist had.

You’d have to go back more than a century to Sidney Catts, who won in 1916, to find a governor who wasn’t a Democrat or Republican. Catts was rooked out of the Democratic nomination and ran on the Prohibition Party ticket, which was feasible back then. We haven’t heard much from the “Drys” lately.

A backlash against changing times is no foundation for a new party, as Strom Thurmond showed in 1948 and George Wallace proved again 20 years later. A protest vote for Ross Perot helped Bill Clinton win the White House in 1992, but his Reform Party faded fast.

There’s no reason to think another new party would fare any better.

Bill Cotterell is a retired Capitol reporter for United Press International and the Tallahassee Democrat. He can be reached at wrcott43@aol.com.

CARTOON OF THE WEEK



PUBLIC NOTICE / CITY OF KISSIMMEE

NOTICE OF AVAILABILITY OF PROPOSED 2025-2029 CITIZEN PARTICIPATION FOR PUBLIC COMMENT AND NOTICE OF CORRESPONDING PUBLIC HEARING

The City of Kissimmee has completed the development of its Five-Year (2025-2029) Citizen Participation Plan. The purpose of the Citizen Participation Plan is to encourage public participation in the planning process, as well as to meet the requirements of the U.S. Department of Housing and Urban Development. The Plan sets forth the City of Kissimmee’s policies and procedures for citizen participation. Furthermore, it provides and encourage citizens to participate in the development of the Consolidated Plan, the Annual Action Plan, any substantial amendment to the Consolidated Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

Any persons who require assistance in reading or understanding this Plan or any other documents described herein due to disability or difficulty with the language will be provided sufficient assistance to enable them to understand its purpose and provisions.

All citizens are invited and encouraged to make oral or written comments beginning July 4, 2025 through August 4, 2025 and to participate in the public hearing during the City of Kissimmee City Commission meeting on August 5, 2025. Written comments should be made to the attention of Frances De Jesus, Housing and Community Development Manager by email to: frances.dejesus@kissimmee.gov or by mail to: Housing and Community Development Division, 101 N. Church Street, Kissimmee, FL 34741. If you have any questions, contact the Housing and Community Development Division at (407) 518-2156.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk, 101 Church Street, Kissimmee, FL 34741 at (407) 518-2309 at least 48 hours prior to meeting.

AVISO PÚBLICO / CIUDAD DE KISSIMMEE

DE DISPONIBILIDAD DEL PROYECTO DE PARTICIPACIÓN CIUDADANA 2025-2029 PARA COMENTARIOS PÚBLICOS Y AVISO DE AUDIENCIA PÚBLICA CORRESPONDIENTE

La Ciudad de Kissimmee ha completado el desarrollo de su Plan de Participación Ciudadana de Cinco Años (2025-2029). El propósito del Plan de Participación Ciudadana es fomentar la participación pública en el proceso de planificación, así como cumplir con los requisitos del Departamento de Vivienda y Desarrollo Urbano de EE. UU. El Plan establece las políticas y procedimientos de la Ciudad de Kissimmee para la participación ciudadana. Además, proporciona e incentiva a los ciudadanos a participar en el desarrollo del Plan Consolidado, el Plan de Acción Anual, cualquier enmienda sustancial al Plan Consolidado y el Informe Consolidado de Desempeño y Evaluación Anual (CAPER).

Cualquier persona que requiera asistencia para leer o comprender este Plan o cualquier otro documento descrito en este texto debido a una discapacidad o dificultad con el idioma recibirá la asistencia suficiente que les permita entender su propósito y disposiciones.

Se invita y se anima a todos los ciudadanos a hacer comentarios orales o escritos desde el 4 de julio de 2025 hasta el 4 de agosto de 2025 y a participar en la audiencia pública durante la reunión de la Comisión de la Ciudad de Kissimmee el 5 de agosto de 2025. Los comentarios escritos deben dirigirse a la atención de Frances De Jesus, Gerente de Vivienda y Desarrollo Comunitario, por correo electrónico a: frances.dejesus@kissimmee.gov o por correo a: División de Vivienda y Desarrollo Comunitario, 101 N. Church Street, Kissimmee, FL 34741. Si tiene alguna pregunta, comuníquese con la División de Vivienda y Desarrollo Comunitario al (407) 518-2156.

De acuerdo con el Estatuto de Florida 286.26, las personas que necesiten asistencia para participar en cualquiera de estos procedimientos deben comunicarse con la oficina del secretario de la ciudad, 101 Church Street, Kissimmee, FL 34741 al (407) 518-2309 al menos 48 horas antes de la reunión.

070325.ONG

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CIRCULATION
43,127
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Osceola County Grant Program Announcement

Fiscal Year 2024 Justice Assistance Grant – Countywide (JAGC) Program

The Osceola County Board of County Commissioners is seeking grant proposals for the United States Department of Justice Edward Byrne Memorial Justice Assistance Program passed through the Florida Department of Law Enforcement.

Program, Strategy and Purpose
The purpose of the funding is to address the problems of illegal drug use, violent crimes and improvements to the criminal justice system. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds: (1) Law Enforcement Programs; (2) Prosecution and court programs; (3) Prevention and education programs; (4) Corrections and community corrections programs; (5) Drug treatment and enforcement programs; (6) Planning, evaluation, and technology improvement programs; (7) Crime victim and witness programs (other than compensation); (8) Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and (9) Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veteran courts; and extreme risk protection order programs.

Match Requirements
There is no match requirement for this grant.

Contact
Agencies that wish to apply are required to submit the completed application and supporting documents by **4:00pm on Friday, July 18, 2025**, to Osceola County Housing and Community Services, 1392 E. Vine Street, Kissimmee, FL 34744. The application can be located at <https://www.osceola.org/Services/Housing-Programs/FDLE-Justice-Assistance-Grant-JAG>

Presentations to the Substance Abuse Policy Advisory Board will be made on **Tuesday, July 22, 2025**, at Osceola County Housing and Community Services. Any questions about the application and presentation format, please contact Dexter Westbrooks II at (407) 742-8472 or email: grants2@osceola.org.

070325.ONG

ITEM 7.A

Approval of City Commission Minutes from the July 15, 2025 meeting and July 22, 2025 Budget Workshop

Request

Approval of the July 15 and July 22, 2025 commission meeting and workshop minutes.

Explanation

Minutes of the commission meeting and budget workshop are attached for approval.

Please note that attached to the minutes from the July 15, 2025 meeting is a letter of clarification sent to the City of St. Cloud that acknowledges an error in the presentation provided under Item 8A regarding the length of their review process.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Department: City Commission

Presenter:

Attachment(s):

1. (S) CCM MIN JUL 15 2025
2. (S) CCM MIN JUL 22 2025 (Budget Workshop)



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 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 Eady led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Employee Service Awards for April, May, June 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, fifteen, twenty, twenty-five, and thirty-five years.

3.B Employee of the Month for July

Staff requests that the City Commission join the City Manager in recognizing Marisela Roura of the City Attorney's Department as the Employee of the Month for July.

City Manager Steigerwald introduced Marisela Roura of the City Attorney Department and reviewed the qualities and attributes which led to her nomination and selection as employee of the month.

City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of their peers from all departments in the City and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second First Reading: Proposed Ordinance #25-07 - Amending Noise measurements, levels, and enforcement.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS;

REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Approve the Second First Reading of the Proposed Ordinance Amending #25-07

City Attorney Sanchez de Fuentes read Proposed Ordinance # 25-07 by title. Deputy City Manager Austin Blake, accompanied by Assistant City Attorney Curtis McGehee, presented a presentation (Exhibit "A"). During the meeting, Deputy Manager Blake conducted a musical demonstration, playing music at 80 decibels for the audience, followed by a 70-decibel illustration at the commission's request. He also reviewed the existing ordinance requirements and presented several options for the commission's consideration.

Discussion commenced regarding restaurants and cafes hosting live bands and using amplified sound, including whether a special event permit should be required. Commissioners shared their views on acceptable decibel levels and fines for first-time violations. It was clarified that city events are exempt, though regulations could be added to the special events policy if desired.

Mayor Espinosa announced the Public Hearing and opened the floor for public comment. Comment cards ("Exhibit B") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the proposed ordinance.

The commission discussed keeping the noise limit at 85 decibels until midnight or 10 p.m., with possible reductions below 70 decibels after certain hours, including a taper-down option. They also addressed how downtown's growth over the past decade calls for updated regulations. The proposed ordinance includes new fines, a citation process, and special magistrate review, with consensus to move forward with this language.

Mayor Espinosa made a motion to approve the Public Hearing and Second First Reading of Proposed Ordinance # 25-07 with further revisions to be made prior to the Final Reading. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor Espinosa, Commissioner Ortiz

NAY: None

Motion carried 5 - 0.

4.B Public Hearing - Second and Final Reading: Proposed Ordinance #25-09 - Amending alcohol hours of sale for the Downtown CRA.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 4, ALCOHOLIC BEVERAGES, SECTION 4-1, DEFINITIONS, SECTION 4-3, SECTION 4-4 CONDITIONS OF OPERATIONS; HOURS OF SALE; SECTION 4-5 REGULATION OF RESTAURANTS; CREATING SECTION 4-9 AFTER MIDNIGHT ALCOHOL SALES PERMITS FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Approve the Second and Final Reading of the Proposed Ordinance #25-09 - Amending alcohol hours of sale for the Downtown CRA.

City Attorney Sanchez de Fuentes read Ordinance # 3117 by title. City Manager Steigerwald outlined the ordinance which permits alcohol service until 2:00 a.m. with a \$250 annual after-hours permit. The ordinance also grants the Police Chief authority to suspend,

or revoke permits for repeat violations.

Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit C") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the proposed ordinance. The City Manager clarified for the public that there are special conditions that must be followed and those are outlined in Section "G" of the ordinance.

Commissioner Eady moved to adopt Ordinance # 3117. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5-0

4.C Public Hearing - Second and Final Reading: Proposed Ordinance #25-10 - Amending the Lien Policy, and Appeal Process.

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

Approve the Second and Final Reading of the Proposed Ordinance #25-10 - Amending the Lien Policy, and Appeal Process.

City Attorney Sanchez de Fuentes read Ordinance # 3118 by title. The City Manager reviewed proposed ordinance changes to the lien policy and appeals process, expanding eligibility to request waivers and fee reductions up to 30 days after compliance. An email was received and distributed for review (Exhibit "D").

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "E") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the proposed ordinance.

Commissioner Martinez moved to adopt Ordinance # 3118. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5-0.

5. PUBLIC HEARINGS

5.A Public Hearing - Draft of City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan

Direct staff to finalize the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan with necessary edits and clarifications including public comments.

Housing Manager Frances DeJesus presented an overview of the 2025-2029 Consolidated Plan and explained the funding process. Mayor Espinosa announced the Public Hearing with no response from the audience. A brief discussion followed on childcare, rental assistance, and job training. Housing Manager DeJesus confirmed that HUD limits public service spending to a maximum of 15%.

Mayor Espinosa made a motion to approve the Public Hearing and direct staff to finalize the 2025-2029 Consolidated Plan and 2025 Annual Action Plan with necessary edits including public comments. Commissioner Eady seconded the motion.

AYE: Commissioner Carlos Alvarez, Commissioner Angela Eady, Commissioner Janette Martinez, Mayor-Commissioner Jackie Espinosa, Commissioner Noel Ortiz

NAY: None

Motion carried 5 - 0.

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.*

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

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the July 1, 2025 meeting

Approval of the July 1, 2025, commission meeting minutes.

7.B Police Department Canine Surplus and Retirement

Approval to surplus and retire a Police Department canine by turning ownership, care, and responsibility of the canine over to the handler.

7.C Disaster Response Services Contract with Ceres Environmental Services, Inc.

Approval to award the Disaster Response Services Contract for debris removal (Contract #20250315) to Ceres Environmental Services, Inc.

7.D Authorization to submit an application for the FY2024 Justice Assistance Grant (JAGC) Program

Approval to apply for the Fiscal Year 2024 Justice Grant (Grant#JAGC26) Program

7.E Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health for FY2025

Approval to participate in the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (FDOH). (Contract # 20250317)

- 7.F Tohopekalliga Water Authority Service Agreement with Jr. Davis Construction Company, Inc.
Approval of a service agreement between Tohopekalliga Water Authority (TOHO) and Jr. Davis Construction Company, Inc., for water and sewer services for the development of its new maintenance building. Contract # 20240308.
- 7.G City Consent and Joinder as Mortgagee to Easement from Pinnacle at Wesleyan, LLC to Toho Water Authority
Approval of the required consent and joinder to permit execution of an easement from the Pinnacle at Wesleyan to Toho Water Authority.
- 7.H Subordination and Resolution of Utility Interests Agreement for Parcel No. 154.04
Approval of the Subordination Agreement and Resolution of Parcel No. 154.04 (Contract# 20250310), in favor of the Florida Department of Transportation (FDOT), relating to the State Road 400 improvement project in Osceola County.

Resolution # 09-2025
- 7.I Cisco Webex Calling Contract Renewal
Approval to purchase Cisco Webex Calling Services from CDW using the OMNIA Mesa 2024056-01 - GOV (2024056-01) Contract for a six-year term in the amount of \$212,800.56
- 7.J Shingle Creek Regional Trail, North 2C, Countyline Connector, Post-Design Services
Approval is requested for the single-source procurement from KCG Transportation Services LLC (Contract #20250311) for Post-Design Services for the Shingle Creek Regional Trail, North 2C, Countyline Connector, totaling \$182,211.73.
- 7.K Extension of Continuing Professional Engineering Services Contracts
Request approval of the third one-year extension of Continuing Professional Engineering Services contracts with the following firms:
1. BCC Engineering (#20230226)
 2. Burgess & Niple, Inc. (#20230227)
 3. Consor Engineers, LLC (#20230228)
 4. Kimley-Horn and Associates, Inc. (#20230229)
 5. RS&H, Inc. (#20230230)
 6. Metro Consulting Group, LLC (#20230231)
 7. Michael Baker International, Inc. (#20230232)
- 7.L First Amendment to the Kissimmee Utility Authority Line Extension Agreement for the Haven on Vine
Approval for the Mayor to execute the First Amendment to the Kissimmee Utility Authority (KUA) Line Extension Agreement (contract #20250105) for the Haven on Vine project.
- 7.M Interest Rate Lock Agreement for Airport Ground and Build to Suit Lease
This request is for Commission approval to authorize the City Manager to execute a rate lock agreement (20250322) with TD Bank after the Ground and Build to Suit Lease Agreement for Cirrus has been fully executed.

8. DISCUSSION ITEMS

- 8.A 2025 Policy Agenda Review - Planning and Zoning Division Operations
Commission direction on enhancing Planning and Zoning Division operations and activities.

Development Services Director Craig Holland introduced Planning Manager Brenda Ryan, who reviewed a presentation on the planning and zoning approval process (Exhibit "F").

Director Holland requested feedback from the commission on potential improvements, expectations, and suggestions, noting that an upcoming fee study will be presented to help generate additional revenue.

8.B Florida League of Cities Voting Delegate 2025

To designate a voting delegate for the Florida League of Cities Annual Conference being held August 14-16, 2025 at the Signia by Hilton Orlando Bonnet Creek in Orlando.

Commissioner Ortiz made a motion to approve Mayor Espinosa as the cities voting delegate. Commissioner Martinez seconded the motion.

Motion carried 5-0.

8.C Advisory Board Vacancy: Police Pension Board

The Commission is requested to make an appointment to fill a vacancy on the Police Pension Board.

Mayor Espinosa made a motion to appoint Kristen Camero to the Police Pension Board. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

8.D Request of Travel Funding

Commissioner Noel Ortiz is requesting approval to authorize funding for official travel to attend an international cultural and advocacy event in the Dominican Republic.

Commissioner Eady made a motion to approve travel funds for Commissioner Ortiz to attend an international cultural and advocacy event in the Dominican Republic. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

8.E Adoption of the City's Strategic Plan Action Agenda

Adoption of elements of the City's Strategic Plan that establish the priorities for the upcoming fiscal year and adopt the goals for the next five years.

City Manager Steigewald reviewed the item and briefly reviewed the top priorities discussed at the annual commission retreat that took place in January.

Commissioner Eady made a motion to adopt the City's Strategic Plan. Commissioner Martinez seconded the motion.

Motion carried 5-0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigewald reminded the commissioner's of the Budget Workshop scheduled for next Tuesday at 9:00 a.m.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez announced an upcoming event at OHP with vendor registration still open. Commissioner Ortiz commended the City Manager on his efforts at the Osceola Update. Commissioner Eady shared details about the annual backpack drive at Chambers Park. Mayor Espinosa provided brief updates on the airport, Business Boost 2.0, and upcoming changes to the city's holiday lights this year.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 8:10 PM.

MAYOR-COMMISSIONER

ATTEST:

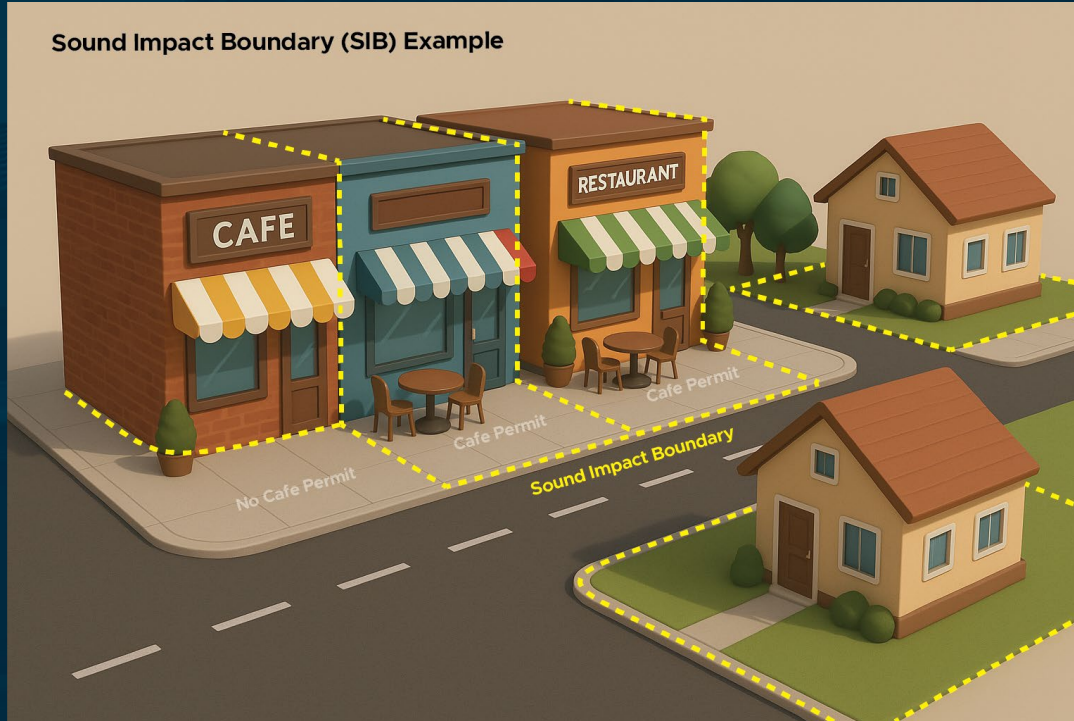
CITY CLERK

Review of Proposed Updates to Noise Ordinance

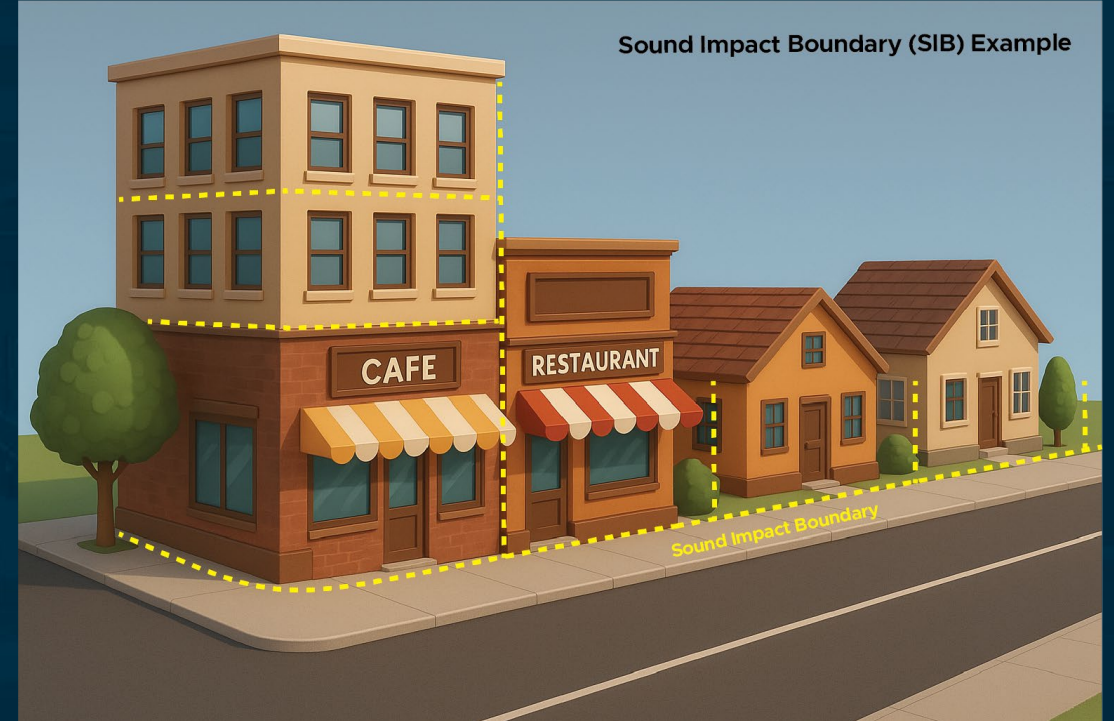
City Commission Meeting
July 15, 2025

Sound Impact Boundary (SIB)

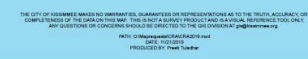
Sound Impact Boundary (SIB) Example



Sound Impact Boundary (SIB) Example



Existing CRA Boundary



Maximum Noise Levels

Downtown CRA Options

10 p.m.

11 p.m.

Midnight

1 a.m.

2 a.m.

Option A Current Ordinance

85 dBA

70 dBA

Option B

85 dBA

70 dBA

Option C

85 dBA (only if establishment sells alcohol)

70 dBA

Any non-alcohol selling businesses would be restricted to a maximum noise level of 70 dBA at 10 p.m.

Option D

85 dBA (with After Hours Alcohol Permit)

Any non-alcohol selling businesses would be restricted to a maximum noise level of 70 dBA at 10 p.m.

Outdoor Speakers

Downtown CRA Options

10 p.m.

11 p.m.

Midnight

1 a.m.

2 a.m.

Option A

Not allowed in the Downtown CRA

Option B

Current Ordinance

Allowed until 10 p.m.

Option C

Allowed until midnight only if you sell alcohol

Option D

Allowed until 2 a.m. if you have an After-Midnight Alcohol Sales Permit

Option E

Prohibit outdoor speakers in any Permitted Café areas and only allow them on private property, but within a timeframe listed above.

Citation Fine Amount (First Offense)

Downtown CRA Options



Enforcement Matrix

Downtown CRA Options

Offense #	1	2	3+
Written Warning			
Citation			
Code Enforcement Case			
Suspension of After-Midnight Alcohol Sales Permit			



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: July 15, 2025

AGENDA ITEM #: 4A OR NON-AGENDA TOPIC: _____

NAME: Angel Roman (Lito)

ADDRESS: 16 E. Dakin CITY: Kiss. STATE: FL ZIP: 34741

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☒ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE A LIMITED AMOUNT OF TIME TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL, DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7/17/25
AGENDA ITEM #: 9A OR NON-AGENDA TOPIC: _____
NAME: TOM KARP
ADDRESS: 21 OLEVOE CITY: KISS STATE: _____ ZIP: _____

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☒ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: JULY 15 25
AGENDA ITEM #: A-1 OR NON-AGENDA TOPIC: _____
NAME: RAY PARSONS
ADDRESS: 117-B BROADWAY CITY: KISS STATE: _____ ZIP: _____

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
☒ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7/15/2025
AGENDA ITEM #: 4.A ~~304/3~~ OR NON-AGENDA TOPIC: _____
NAME: Jeremy Tetzner
ADDRESS: 120 Broadway #304 CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: July 15

AGENDA ITEM #: d-B OR NON-AGENDA TOPIC: _____

NAME: RAY PARSONS

ADDRESS: 117-B CITY: Kiss STATE: _____ ZIP: 34701

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☒ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7/15/25

AGENDA ITEM #: 4.13 OR NON-AGENDA TOPIC: _____

NAME: Jeremy Fetzr

ADDRESS: 120 Broadway 304 CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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Tameara Crespo

From: Mike Steigerwald
Sent: Tuesday, July 15, 2025 9:34 AM
To: Tameara Crespo
Cc: Olga Sanchez de Fuentes; Desiree Matthews; Austin Blake
Subject: FW: Support for Proposed Lien Ordinance Change
Attachments: Support for Proposed Lien Ordinance Change.pdf

FYI

From: Twis Lizasuain <tlizasuain@osceola-realtors.com>
Sent: Tuesday, July 15, 2025 8:25 AM
To: Mike Steigerwald <mike.steigerwald@kissimmee.gov>
Subject: FW: Support for Proposed Lien Ordinance Change

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

Hi Mike,
FYI

-Twis

From: Twis Lizasuain <tlizasuain@osceola-realtors.com>
Sent: Tuesday, July 15, 2025 8:20 AM
To: Twis Lizasuain <tlizasuain@osceola-realtors.com>
Subject: Support for Proposed Lien Ordinance Change

Dear Mayor and Commissioners,

On behalf of the Osceola County Association of REALTORS®, please find attached a letter of support regarding the proposed amendments to the City's lien and appeal process. We commend the City of Kissimmee for taking steps to create a more transparent, equitable, and homeowner-friendly process. Our Board of Directors has reviewed the ordinance and, with the recommendation of our Public Policy Committee, voted by consensus to support these changes.

Thank you for your continued leadership and for your commitment to policies that positively impact our residents, property owners, and business community. We look forward to attending the final hearing on Tuesday evening and offering our support in person.

Please don't hesitate to reach out if we can provide any additional information.

Twis H. Lizasuain
Chief Executive Officer
Osceola REALTORS®
1105 Cross Prairie Parkway, Kissimmee, FL 34744
407-846-0117 Ex.205
www.osceolarealtors.org
www.cflhomeowners.org



July 14, 2025

Mayor Jackie Espinosa, City of Kissimmee
Vice Mayor Angela Eady, City of Kissimmee
Commissioner Carlos Alvarez III, City of Kissimmee
Commissioner Janette Martinez, City of Kissimmee
Commissioner Noel Ortiz, City of Kissimmee

Dear Mayor Espinosa and Commissioners:

On behalf of the Board of Directors of the Osceola County Association of REALTORS®, we are writing to express our support for the proposed amendments to the City's lien and appeal process.

As an organization representing real estate professionals who work closely with homeowners, business owners, and property managers throughout the City of Kissimmee, we do not take lightly the decision to reach out to the Commission. While we often advocate on behalf of our members when there are concerns, we also recognize and appreciate when you take meaningful action to benefit residents and the local economy. This ordinance is one of those efforts.

By allowing property owners to file an appeal 30 days after achieving compliance, the City is promoting fairness and common sense in the enforcement process. This adjustment ensures that those who are working in good faith to correct violations are not unfairly penalized due to the timing of their lien.

Additionally, we commend you for introducing a structured, transparent matrix to guide lien reduction decisions. This approach provides clarity for property owners while maintaining accountability for city-incurred costs. It strikes the right balance between ensuring compliance and encouraging responsible property ownership.

We appreciate your continued efforts to streamline processes and support property rights in the City of Kissimmee. We look forward to the final hearing and urge you to move forward with the adoption of this ordinance.

Respectfully,

A handwritten signature in black ink that reads "Renee Clark".

Renee Clark
2025 President, Osceola County Association of REALTORS®

cc: Mike Steigerwald, City Manager, City of Kissimmee
Twis Lizasuain, CEO & Board of Directors, Osceola County Association of REALTORS®

1105 Cross Prairie Parkway • Kissimmee, Florida 34744
Office (407) 846-0117 • Fax (407) 846-0217
www.osceolarealtors.org



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 7/15/25

AGENDA ITEM #: 4C OR NON-AGENDA TOPIC: _____

NAME: Renee Clark

ADDRESS: 1105 Cross Prairie CITY: Kissimmee STATE: FL ZIP: 34744
Parkway

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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- YOU WILL HAVE A LIMITED AMOUNT OF TIME TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL, DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY COMMISSION DISCUSSION

July 1, 2025 3:00 PM



Development Review Discussion

- City Commission Policy Agenda 2025
 - High Priority
- Permitting and Licensing Processes Streamlining:
 - Goals and Outcomes,
 - Performance Audit,
 - Report with Findings and Recommendations,
 - Direction,
 - Implementation.
- Processes is divided into two parts:
 - Development Review,
 - Building Review.

Why we are here?

The City Commission requested a workshop to learn about the City's Development Review process and how the City compares to other jurisdictions in the area.

What We Do?

The Development Services - Planning Division

- Has 6 current planning positions
- Reviews over 30 development review type applications
- Meets with developers, citizens and owners
 - 2024 Customer Service
 - 2,100 Walk-ins
 - 2,297 E-mails
- Enforce the Land Development Code & Comprehensive Plan
- Administers and facilitates the Development Review process (*the part that comes before permitting*).

What We Do (cont'd)

Development Review – the application process for new and redevelopment projects (*i.e. site plans, conditional use, annexation, land use, zoning, vacations, variances*).

- Comprises of multiple department reviewers.
- Tasked with reviewing and enforcing their department regulations for new developments and redevelopments.
- Have established processes for every application type.
- Fun Facts
 - In 2024 Total Number of Applications Processed: **327**
 - Number of Different Types of Applications: **38**
 - 11 of the 38 – are reviewed just by internal staff
 - 6 of the 38 – are reviewed just by DRC
 - 6 of the 38 – are reviewed just by DRC and PAB
 - 15 of the 38 – are reviewed by DRC, PAB, BOA and/or CC

Who's Involved?

City Department Reviewers:

- Development Services
 - Building Division
 - Fire Prevention
 - Planning Division
- Gateway Airport
- Parks & Recreation
- Police
- Public Works & Engineering

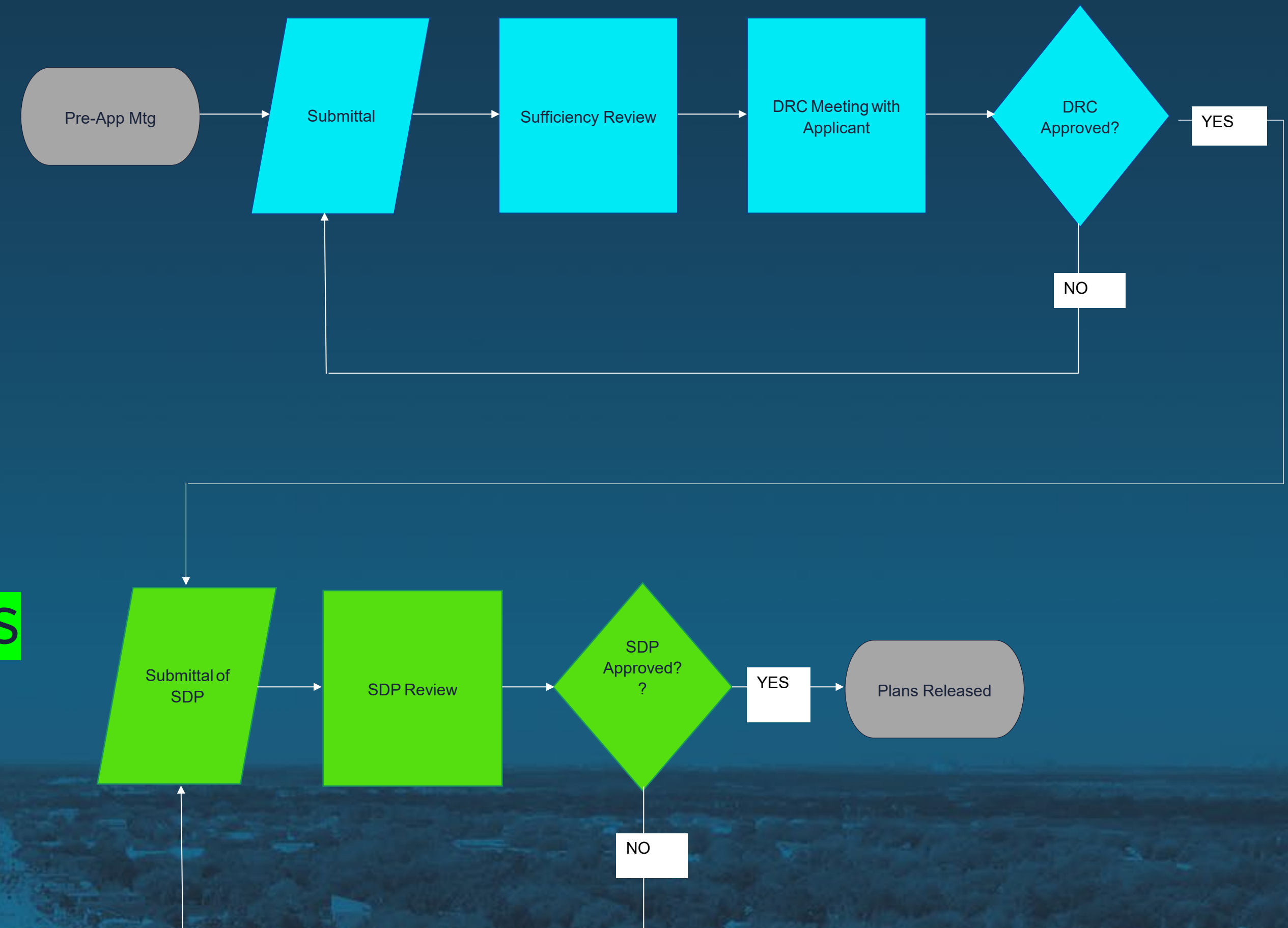
Outside Agency Reviewers:

- County 911 Addressing
- County Community Development/Planning
- School District
- Kissimmee Utility Authority
- South Florida Water Management
- Toho Water Authority



How does the Process Work? - *Example: Site Plan & SDP Process*

- Pre-Application (optional)
- Submittal
- Sufficiency
- Staff Review
- Compile & Transmit Comments
- DRC Meeting
- Submittal Site Construction Plans
- Site Construction Plan Review
- Pre-con & Site Inspections
- Release the Plans



Process Time-frame – *Site Plan & SDP (cont'd)*

Jurisdiction	City of Kissimmee	City of St. Cloud	Osceola County
Submittal	Applicant Leisure	Applicant Leisure	Applicant Leisure
Validation & Assigned	NA	NA	1 to 3 workdays
Sufficiency	1 to 2 workdays	5 to 7 workdays	3 to 5 workdays
Staff Review	1 to 17 workdays	35 calendar days	15 workdays
Compile & Transmit Comments	1 to 2 workdays	1 workday	1 workday
Time in between Comment Issuance and the DRC Meeting	1 workday	185 to 190 workdays	13 to 23 workdays
DRC Meeting	1 workday	1 workday	1 workday
Time in between County DRC and County BCC Meeting	NA	NA	20 to 29 workdays
BCC Meeting	NA	NA	1 workday
Submittal of SDP	Applicant Leisure	NA	Applicant Leisure
Validation & Assigned	NA	NA	1 to 4 workdays
Sufficiency	1 workday	NA	5 workdays
SDP Review	25 workdays	NA	15 workdays
Site Inspection & Pre-Cons	Applicant Leisure	1 workday	NA
Release the Plans	1 workday	1 workday	1 workday
Total	32 to 50 business days (6 to 10 weeks)	228 to 235 calendar/business days (44 weeks to 45 weeks)	77 to 103 business days (15 to 20 weeks)

Process Time-frame – *Site Plan & SDP (cont'd)*

Jurisdiction	Timeline
City of Kissimmee	50 business days (10 weeks)
City of St. Cloud	235 calendar/business days (45 weeks)
Osceola County	103 business days (20 weeks)

- All time-frames are in business days.
- Time-frames are self imposed by each jurisdiction.
- Time-frames represent each review cycle for a Development Review application.
- Process includes site plan and site construction plan review.
- Process does not include building construction permitting.
 - Can happen concurrently when project is in SDP review.
- Dates are contingent upon submittal month, completion of previous meeting dates and any necessary revisions and resubmittals by the applicant.

Development Review Timeline Facts – *Site Plan & SDP* (cont'd)

- Number of Site Plan Applications processed in 2022: **368**
- Established Review Time for Site Plan Process (*site plan & SDP review*): **50** (workdays)
 - **55%** complete their project within the established timeframe
 - On average it takes **156** business days to complete the site plan process:
 - It takes **53** workdays for the city to complete their review
 - It takes on average **103** workdays for the applicant to revise & resubmit

What can delay a review?

- Applicant doing work without the proper approvals.
- Applicant not hiring and using qualified design professionals.
- Attempting to use design by review. Insufficient quality and detail on applications.
 - Average number of review cycles have increased from 4 to 7
- Complex projects
- Applicant not adequately addressing comments.
- Time it takes for an applicant to resubmit revisions.
- Attempting to conduct reviews outside of the standard process.
- Skipping steps.
- Applicant unrealistic time-frames.

What can delay a review? (cont'd)

- Expedited development review requests.
- Not asking for assistance from staff to answer questions.
- Not approaching the correct department to gain info on comments.
- Higher number of applications.
- Not registering and using the Citizen Portal.
- Other City Departments or outside agencies not responding to client inquiries or not meeting the City's established timelines.
- Situations beyond the control of the applicant and staff.
- Other entities: City Public Works & Engineering Department, Toho Water Authority, KUA, South Florida Water Management District, FEMA, Osceola County 911 Addressing, FDOT.

Improvements Made in the Last Two Years

- Online software and Citizen Access Portal
- Addition of staff
- Changes to the Energov project portal:
 - How-to Guides.
 - Simplified instructions
 - A link for forms, guides and checklist.
 - A navigational tool to assist customers.
 - Checklists & Requirements.
 - Decision Engine
- City & Department webpage
 - Functional
 - Language translator
- Concentrated planning e-mail
- Improved POD (Planner on Duty) scheduling and assistance
- Changed some processes to be conducted at staff level
 - Special Events
 - True Work of Art
 - Variances
- Consolidated preliminary and final site construction plan review into one
- Direct e-mail assistance to planning portal
- Walk-in assistance
- Added more pre-application meetings a month

Upcoming Changes to Improve the Customer Experience

- Video tutorials for EnerGov users
- Additional Decision Engine assistance
- DigEplan
- Comments identified on plans

Ways We Help

- POD (Planner on Duty)
 - Dedicated staff planner to assist customers Monday-Friday from 7:30-5
 - Walk-ins
 - Calls
 - E-mails
- Comments are broken out by department with reviewer contact info
- Comment issuance before deadline

Development Review Discussion

- Processes have been divided into two separate discussions.
 - This discussion's focus is on Development Review and not Building Permitting.
- The Commission provide Staff with the following:
 - The Commission's expectations for Development Review.
 - City Commission define problems and issues with Development Review.
 - Possible next steps:
 - Define enhancements desired by the City Commission.
 - City Commission provide direction to Development Review staff.
 - Solutions based on Commission provided expectations, problems and issues.

Thanks!





OFFICE OF THE CITY MANAGER

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.2300

July 30, 2025

Veronica Miller
City Manager
City of St. Cloud
1300 9th Street
St. Cloud, FL 34769

Re: Error in Presentation Comparing Development Review Processes

Dear Veronica,

I am writing regarding a staff presentation made to the Kissimmee City Commission at their July 15, 2025 meeting, during which a comparison of development review processes was shared. Regrettably, the comparison made between Kissimmee and St. Cloud's development review timelines contained an error which significantly overstated the time that it takes to navigate St. Cloud's review process.

This error was based in part on an email from Ms. Shereka Robinson of the City of St. Cloud to our Assistant Director of Development Services, Doug Etheredge, dated June 2, 2025. Specifically, Mr. Etheredge had asked Ms. Robinson to confirm his understanding of the 232-business day length of St. Cloud's Site Development Plan process, which included the 180-day maximum applicant response time. Ms. Robinson's response confirmed that his understanding was correct.

Unfortunately, when the presentation was drafted, one of the slides compared this timeline without clarifying that St. Cloud's total processing period includes applicant response time while Kissimmee and Osceola County's processing periods excluded applicant response time. This fundamental difference in our processes significantly exaggerated the length of St. Cloud's review process. In fact, when adjusting for the applicant response time, the durations for both cities appear to be generally aligned, with St. Cloud's typical process being only slightly longer than Kissimmee's review process.

I take full responsibility for this oversight and any issues it may have caused, and apologize to you, your staff, and the St. Cloud City Council for the misrepresentation. The City of Kissimmee deeply values the relationship and collaboration between our municipalities, and we remain committed to accurate and transparent communication moving forward.

If you would like to further discuss the matter or need additional clarification of any aspect of our presentation, I would be more than happy to discuss further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Steigerwald".

Mike Steigerwald
City Manager



MEETING MINUTES
SESSION OF THE CITY COMMISSION BUDGET WORKSHOP
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 22, 2025 AT 9:00 AM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, 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, Finance Director Tavia Ritchie

Members Absent: Commissioner Noel Ortiz

Mayor Espinosa called the meeting to order at 9:00 AM.

2. INTRODUCTION AND HIGHLIGHTS

City Manager Steigerwald opened with an overview of the proposed budget, outlining key financial data and trends, and underscoring the challenges encountered in achieving a balanced budget this fiscal year. He addressed the city's sustained millage rate, which has remained unchanged for seventeen consecutive years, and provided insight into the economic outlook, projected growth, staffing requests, infrastructure needs, and the five-year capital improvement plan, all while maintaining the current millage rate. Additionally, he reviewed the status of the general reserves budget.

He reviewed enhancements to public safety services, proposed departmental changes, capital projects, and the planned expansion of the police headquarters, along with the construction of new fire stations. He concluded by outlining anticipated personnel additions over the next five years, primarily within public safety, and proposed a 4% salary increase for all non-union staff.

3. BUDGET OVERVIEW

3.A FY26 Proposed Annual Budget

Finance Director Tavia Ritchie delivered a comprehensive overview of the Proposed FY 2026 Budget through a PowerPoint presentation (Exhibit "A") and directed the Commission to the accompanying "Budget in Brief" document (Exhibit "B"), which provides a high-level, condensed summary of the full budget.

Her presentation addressed several key areas, including Budget Fundamentals, FY26 Economic Assumptions, Millage Highlights (maintaining a rate of 4.6253 for the seventeenth consecutive year with a rollback rate of 4.3446), Ad Valorem Revenue Highlights, Total Budget Overview, General Fund Revenue and Allocation Summaries, Key Fund Highlights, and overviews of Capital Projects, Debt, Grants, Pensions, and Reserves.

Director Ritchie also noted that the city continues to maintain its AA+ bond rating. The City Manager supplemented the presentation with a brief discussion on property taxes, a projected five-year decline in general fund revenues spending, and provided an explanation of the millage rate and its impact on the average property owner.

4. REVIEW OF DEPARTMENTS

City Manager Steigerwald provided a summary of each department as outlined in the agenda. The Commission then held individual discussions with each department director, posing

questions related to specific budget line items, departmental operations, staffing, services, and ongoing initiatives and projects. Each director responded with updates and clarifications.

Additionally, City Manager Steigerwald and the Commission held a brief discussion regarding proposed salary adjustments for full-time, year-round part-time, and seasonal employees. The Commission also reviewed the potential acquisition of a portable stage. Following a staff analysis, it was determined that the investment would not yield sufficient returns, with concerns raised regarding associated insurance requirements and the staffing resources necessary to operate and manage the stage effectively.

5. GENERAL DISCUSSION

Social Services Process

Deputy City Manager Desiree Matthews led a discussion on this year's social services funding allocation, reviewing the current process and requesting Commission feedback. The proposed bridge/emergency housing program was a central topic. Commissioners noted service overlaps among nonprofits and stressed the importance of diversifying funding, encouraging collaboration, and focusing on measurable outcomes. Given limited resources and overlapping county, state, and federal support, Deputy Manager Matthews suggested exploring a new oversight framework and will return with options at a future meeting.

Mayor Espinosa proposed allocating \$300,000 of the \$450,000 budget directly to the Haven on Vine, with the remaining \$150,000 distributed to the nonprofits and recommended reviewing the performance of agencies receiving funding. Deputy Manager Matthews proposed reevaluating the competitive funding process and reviewing the current provider list to better align with City priorities, focusing specifically on homelessness and housing stability rather than all social services.

Additional Road Resurfacing Appropriation

City Manager Steigerwald reported that proceeds from the charter school sale funded the resurfacing of 33 streets, with \$5.5 million remaining to continue the paving program. Current funds will help the City catch up before resuming annual maintenance. The Commission also discussed the Columbia Avenue project and adding signage to restrict heavy trucks from using side streets, directing staff and the new City Engineer to review enforcement options.

The Commission reached a consensus to proceed with the next phase of resurfacing.

Commission Policies Update

City Manager Steigerwald proposed amending the Commission travel policy and requested direction from the Commission. There was consensus to allow Commissioner Martinez to attend an event in Washington, D.C. with the Osceola Chamber, with formal approval to be considered on August 5th. Mayor Espinosa requested staff to draft a revised travel policy allowing exceptions for travel related to external board assignments or economic development, and to bring it back for Commission approval.

Discussions were held regarding potential amendments to the City Charter. To place these changes on the 2026 General Election ballot in August, a timely process must be followed. Mayor Espinosa opened the conversation for the board to share their views on term limits and compensation. City staff will research current legislation and pending bills that may impose term limits on local governments and will provide recommendations at a future meeting.

The Commission also discussed implementing criminal background checks for candidates, including drafting a policy to collect and publicly disclose results, with candidates waiving privacy rights. Regarding compensation, the current charter language was deemed vague,

prompting the need for revision. The discussion included comparing population data from the U.S. Census versus the Bureau of Economic and Business Research (BEBR), as the state recognizes BEBR estimates between census years to determine appropriate compensation levels.

It was also discussed to add language to the City's event handbook informing vendors that political endorsements or advocacy are prohibited at City events.

Commissioner Eady made a motion to adopt the proposed millage at 4.6253. Commissioner Martinez seconded the motion.

Motion carried 4 - 0

Commissioner Eady made a motion to adopt the Public Hearing Schedule (September 2nd and September 16th). Commissioner Martinez seconded the motion.

Motion carried 4 - 0

6. CONCLUSION

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 1:43 PM.

MAYOR-COMMISSIONER

ATTEST:

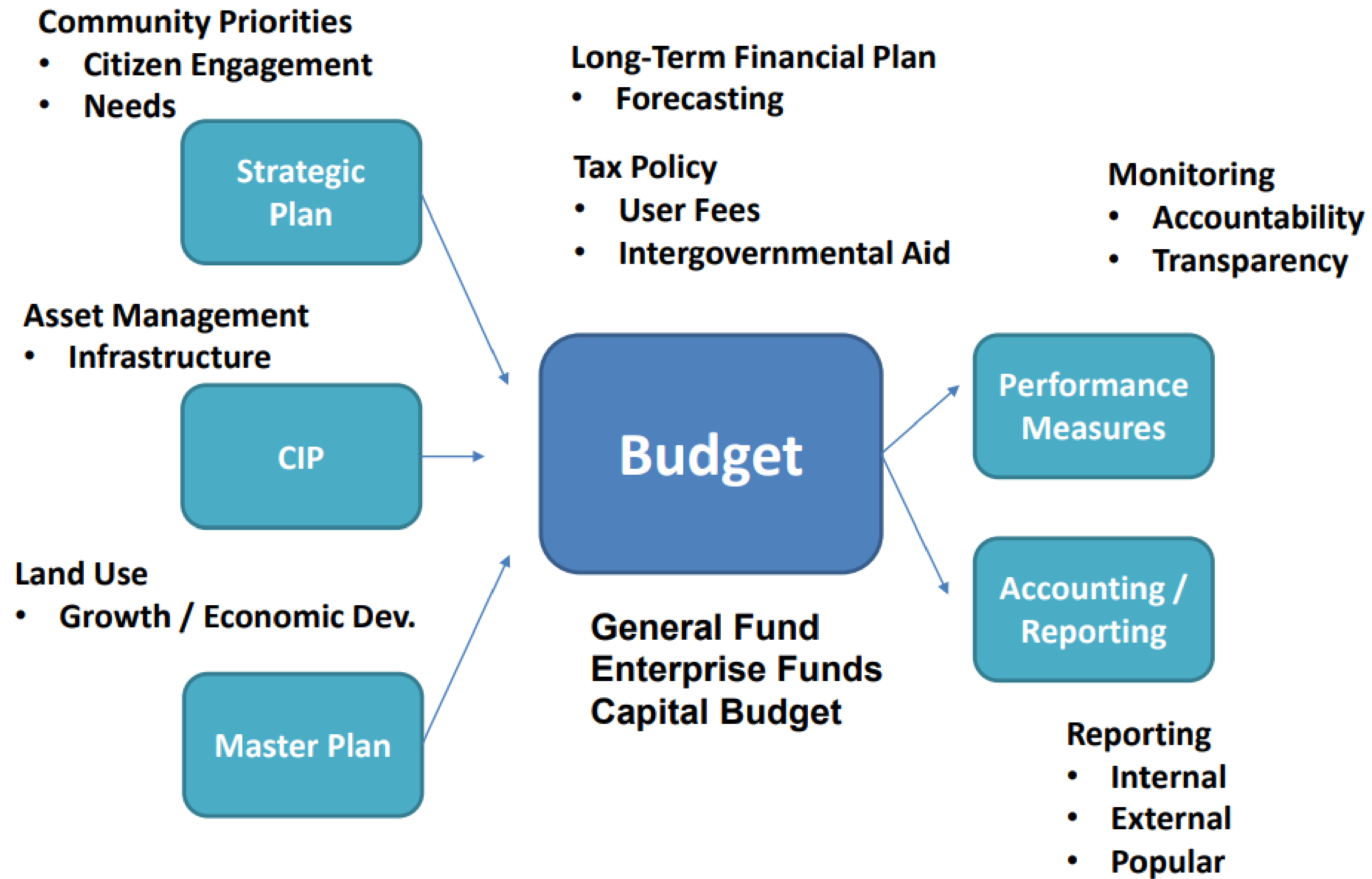
CITY CLERK

Budget Workshop

Fiscal Year 2026



The Budget System



Budget Basics

- The City has over 120 different funds
- The General Fund is the primary operating fund to pay for basic City services, programs, and the daily operations of the City
- There are separate funds for standalone businesses like solid waste, stormwater, airport
- There are separate funds for special revenue like sales tax, gas tax and building

It is my pleasure to present the Fiscal Year (FY) 2025-26 annual budget for the City of Kissimmee, in accordance with the City Charter. The theme for the FY 2025-26 budget is open for business. Despite the uncertainty in the economy, the City of Kissimmee is experiencing strong momentum in economic development, with a growing emphasis on investments in downtown, the medical district, and the airport. We have developed a spending plan that preserves our ability to continue a high standard of service to our community while making strategic investments to move Kissimmee forward. We believe this budget equips us to serve both in alignment with the City Commission's Strategic Plan, which serves as the Vision for our city. Every effort has been made to clearly present funding levels and provide sufficient narrative explanation to document the City's financial plans for the coming year.

Financial resiliency: plan and act with a long-term perspective to ensure that fiscal policies and investments sustain public services and quality of life. Maintain flexibility in financial planning and management to adapt to unforeseen challenges, capitalize on new opportunities, and smooth out volatility.



FY26 Economic Assumptions



• Inflation	2 % - 2.5 %
• Ad valorem	modest growth
• Other Revenue	flat growth
• Investment income	modest growth
• External factors	elevated risk
• Benefit costs	high growth

Millage Highlights

- Recommended Operating millage 4.6253
- Rollback 4.3446, roughly \$1.9M less
- \$355,132,128 in new taxable value
- \$763,783,065 in reassessments and new taxable value
- Certified value of \$7,089,214,444

Ad Valorem Highlights

**AD VALOREM
MILLAGE RATE
4.6253
NO INCREASE**

Average millage of cities in
State of Florida is 4.8286

Average millage of cities
with 25,000 to 99,999
residents is over 5 mills

Average millage of cities
with >100,000 residents is
over 6 mills

**PROPERTY VALUES
INCREASED BY
12.1%**

**ONE MILL
GENERATES
\$7.1M**

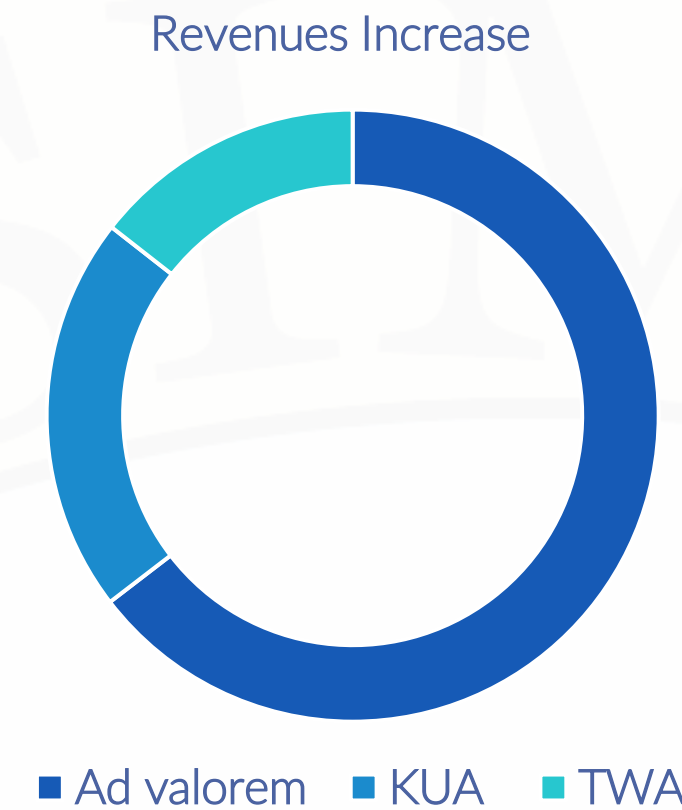
**CRA VALUES
INCREASED BY
15.3%**

ALL FUNDS				
TOTAL BUDGETS SUMMARY				
FUND NAME	ACTUAL	ADJUSTED	ESTIMATE	BUDGET
	FY 2024	BUDGET FY 2025	FY 2025	FY 2026
General Fund	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994
Stormwater Utility	15,057,729	15,574,349	16,778,009	10,144,859
Solid Waste	10,152,028	10,502,579	11,770,346	10,264,795
Airport	1,856,985	3,762,043	3,609,139	2,380,630
Central Services	15,767,455	15,529,959	16,502,128	15,227,524
Local Option Sales Tax	31,674,241	33,357,361	31,833,284	21,222,357
Mobility Fee	14,276,308	9,349,338	14,869,259	10,784,449
Local Option Gas Tax	20,588,600	21,768,882	23,446,063	6,534,813
Paving Assessment	23,683	10,000	10,000	10,000
Building	12,800,667.00	7,180,630.00	7,471,920.00	5,973,441
Downtown Community Redevelopment	9,765,782.00	11,060,888.00	11,528,811.00	9,572,118
Vine Street Community Redevelopment	6,950,964.00	8,579,130.00	9,464,972.00	9,134,745
CDBG Entitlement Grants	-	-	-	896,880
SHIP Grants	-	-	-	628,202
HOME Grants	-	-	-	325,641
Recreation Impact	4,780,285	3,096,933	4,121,311	2,195,605
Police 2nd Dollar Assessment	71,401	49,651	49,651	39,946
Victims of Crime Act Grant	437,426	388,436	340,296	340,296
State Law Enforcement Trust	464,726	391,999	449,213	427,913
Federal Law Enforcement Trust	62,741	53,770	62,741	63,241
School Crossing Guard Trust	46,034	3,650	37,856	3,650
Treasury Forfeiture	315,604	313,239	316,104	316,604
Charter School	16,592,260	-	-	0
Utility Tax	8,611,640	8,758,100	8,875,676	8,845,676
Local Option Sales Tax Bonds	2,165,023	2,165,023	2,165,023	2,161,857
Local Option Gas Tax Notes	290,841	294,385	294,385	297,660
Community Redevelopment Notes	313,928	331,903	331,903	344,175
Series 2016/2022 Bonds	6,375,990	3,704,735	6,391,666	10,051,893
Liab/Workers Comp Self Insurance	5,696,183	5,024,174	5,702,285	5,397,750
Health Self Insurance	11,693,096	12,148,704	12,177,726	15,057,895
TOTAL BUDGET	348,673,259	321,744,560	347,155,156	309,420,609

General Fund Revenue Highlights

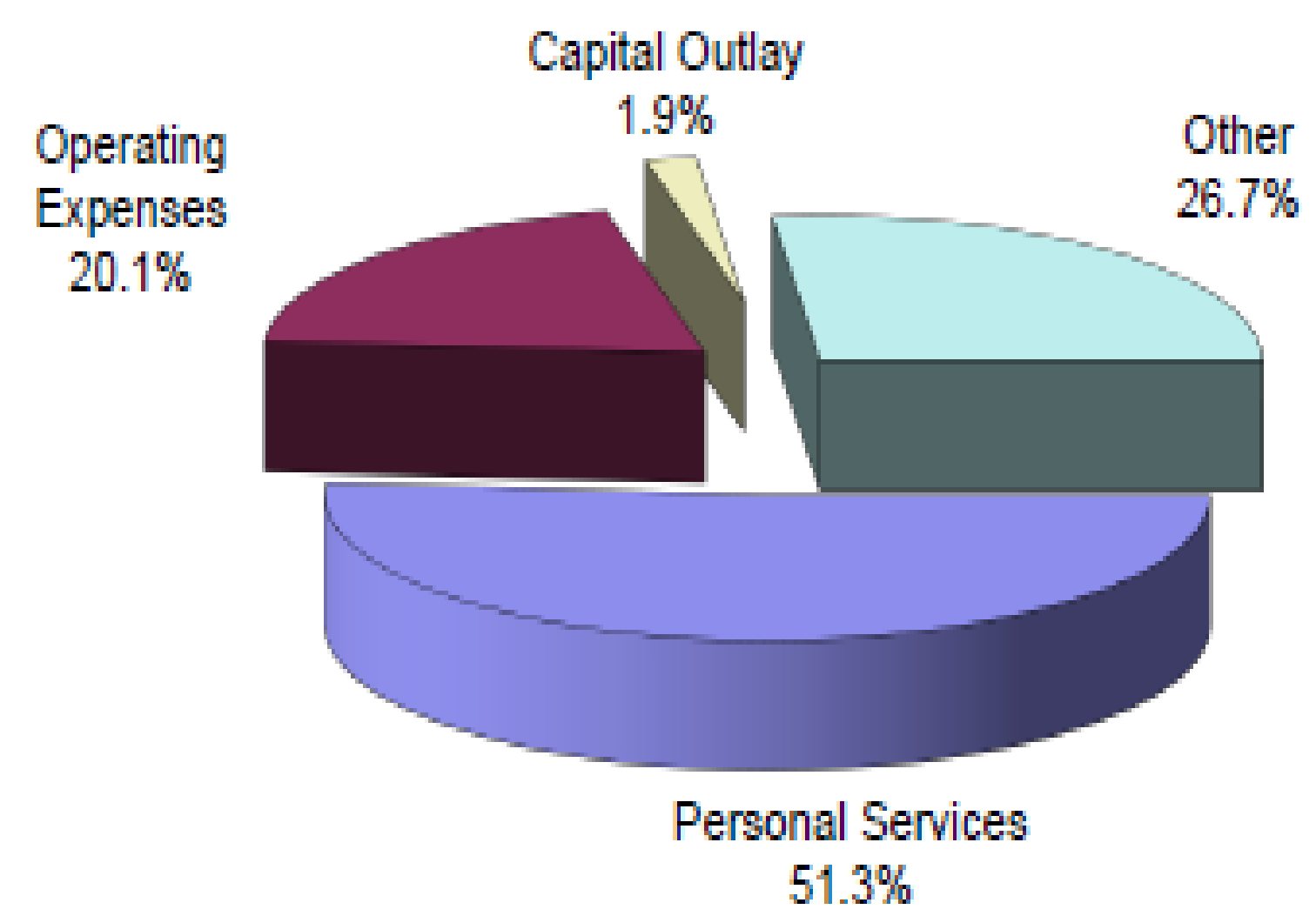
- Total revenue for General Fund is projected to be \$111,023,045

- Budgeted revenues increase of 13.8%

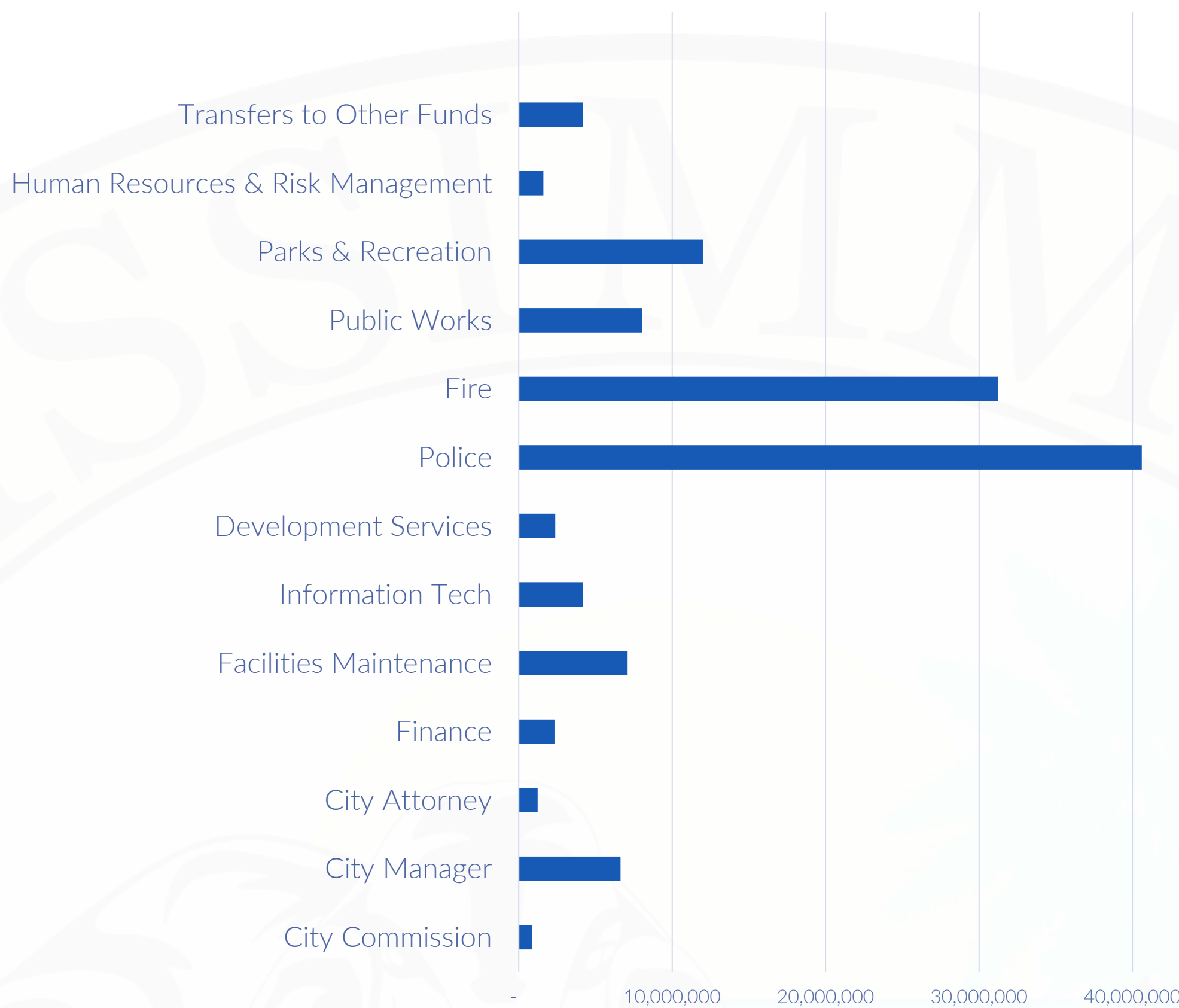


- Largest sources of revenue: KUA, Ad valorem, State revenues, Utility taxes, TWA

General Fund Allocations



General Fund Allocations



Fund Highlights

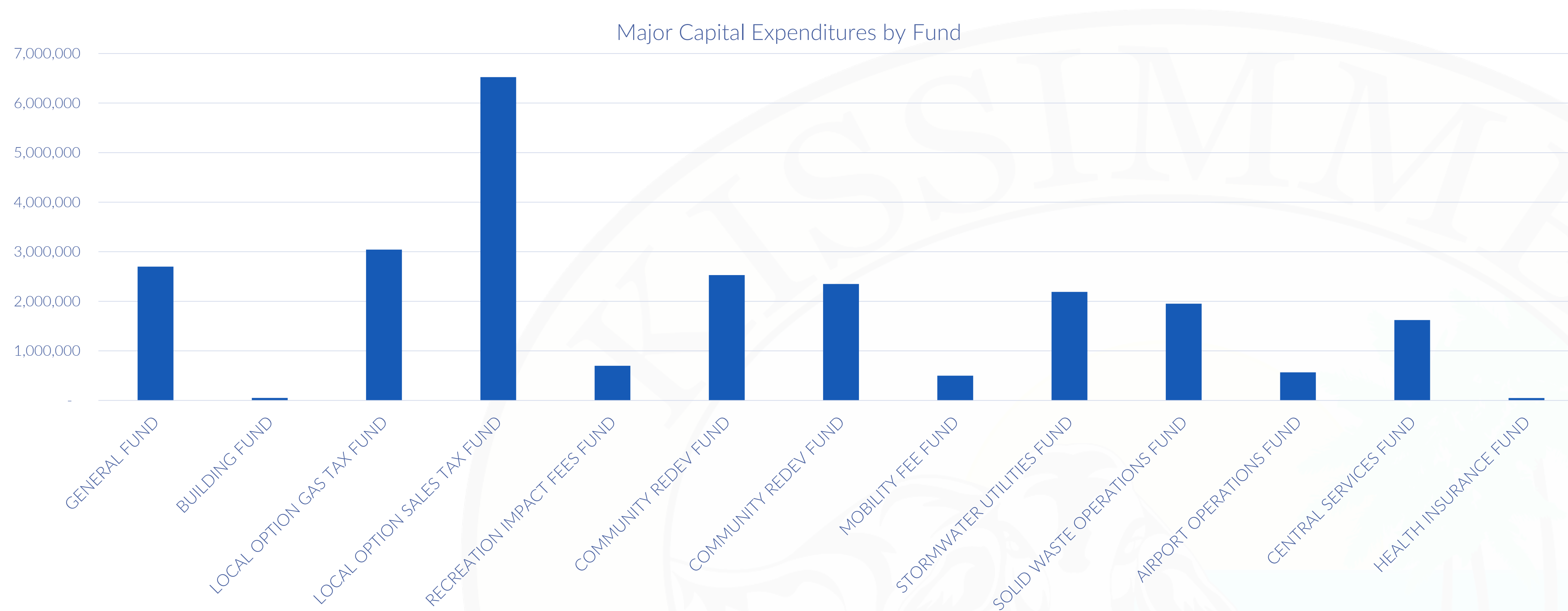
- Stormwater Utility, over \$7.6M in revenues generated
 - \$10.46 per month per ERU
 - One CRS coordinator and one stormwater specialist coordinator recommended
- Solid Waste Utility, nearly \$8M in revenues generated
 - \$24.92 per month per residence
 - Adjusted for CPI and fuel costs
 - No new positions
 - Utilizing reserves
- Airport Fund, over \$2.1M in revenues generated
 - Leases reevaluated
 - Reserves
 - No new positions
- Central Services Fund, nearly \$15.2M in transfers
 - Elevated costs
 - No new positions

Other Major Fund Highlights

- Local Option Sales Tax, over \$12.3M in revenue generated
- Local Option Gas Tax, \$3.5M in revenue generated
- Building Fund, \$3.4M in revenue generated
- CRAs, \$7.7M in revenue generated
- Liability/WC Fund
- Health Insurance Fund

Capital Overview

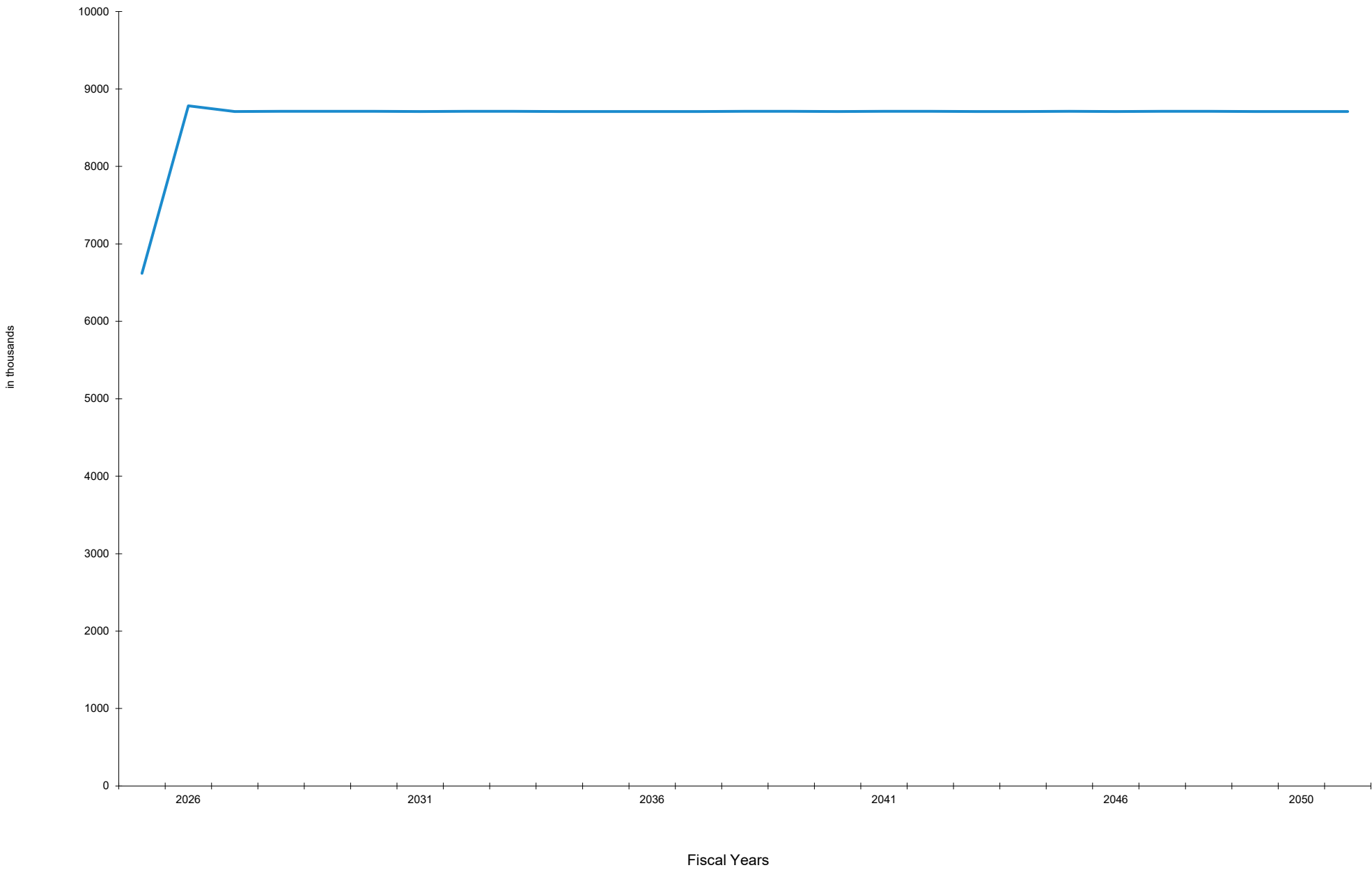
- Total Capital Expenditures FY 26 \$24.7M



Debt Overview

- Bond rating 'AA+'
- Multiple borrowings retired, Series 2024 offset
- Outstanding annual debt service payment per capita: \$103.15
- Outstanding long-term debt per capita: \$1,615.56

TOTAL FUTURE DEBT SERVICE REQUIREMENTS
FY 2025-2026 TO FY 2051-52



Grant Overview

- Total Grant Revenue FY 24 \$7M

CITY OF KISSIMMEE, FLORIDA SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE For the year ended September 30, 2024				
Agency/Program	Assistance Listing #	Grant #	Federal Expenditures	Through to Subrecipients
FEDERAL AWARDS				
Clustered				
Child Nutrition Cluster				
U.S. Department of Agriculture				
Passed through the Florida Dept of Agriculture and Consumer Services				
School Breakfast Program	10.553		\$ 51,734	\$ 51,734
National School Lunch Program	10.555		230,983	230,983
Supply Chain Assistance Funding	10.555		4,187	4,187
			235,170	235,170
Total U.S. Department of Agriculture - Child Nutrition Cluster			286,904	286,904
Not Clustered				
U.S. Department of Agriculture, Natural Resources				
Mill Slough Debris Removal	10.923	NR244209XXXXC001	188,550	-
Total U.S. Department of Agriculture - Not Clustered			188,550	-
U.S. Department of Housing and Urban Development				
COBG - Entitlement Grants Cluster				
Community Development Block Grant 2017	14.218	B-17-MC-12-0051	27,404	
Community Development Block Grant 2020	14.218	B-20-MC-12-0051	3,436	
Community Development Block Grant 2020 - COVID	14.218	B-20-MW-12-0051	1,026,902	*
Community Development Block Grant 2021	14.218	B-21-MC-12-0051	22,262	
Community Development Block Grant 2022	14.218	B-22-MC-12-0051	7,417	
Community Development Block Grant 2023	14.218	B-23-MC-12-0051	354,837	
			1,442,258	-
Passed through the Florida Department of Economic Opportunity				
Community Development Block Grant - MIT	14.228	IR033	966	-
Home Investment Partnerships Program				
Home Investment Partnerships Program 2020	14.239	None	26,688	
Home Investment Partnerships Program 2021	14.239	None	161,647	
Home Investment Partnerships Program 2022	14.239	None	4,890	
Home Investment Partnerships Program 2023	14.239	None	263,218	
Home Investment Partnerships Program 2023 - ARPA	14.239	None	16,037	
			472,480	-
Community Project Funding				
	14.251	B-22-CP-FL-0261	28,660	
Total U.S. Department of Housing and Urban Development			1,844,984	-
U.S. Department of Interior, National Park Service				
Lakefront Park	15.916	P23AP01586-00/LW756	139,434	
Total U.S. Department of Interior			139,434	-
U.S. Department of Justice				
Passed through the Florida Office of the Attorney General				
Victims of Crime Act	16.575	VOGA-C-2023-City of Kissimmee 00165	56,001	
Bulletproof Vest Partnership	16.607	Unk	13,869	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	15PBJA-22-GG-02465-JAGX	27,157	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2022-JAGC-15PBJA-22-GG-00656 R7092	43,665	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2022-JAGC-15PBJA-22-GG-00656 R7106	9,686	
			80,508	-
Total U.S. Department of Justice			160,378	-
U.S. Department of Transportation				
Airport Improvement Program	20.106	3-12-0038-040-2021	3,482	
Airport Improvement Program	20.106	3-12-0038-043-2023	63,867	
Airport Improvement Program	20.106	3-12-0038-044-2023	335,745	
Airport Improvement Program	20.106	3-12-0038-042-2022	337,772	
			740,866	-
Highway Planning and Construction Cluster				
Passed through the Florida Department of Transportation				
Highway Planning and Construction	20.205	442334-1-58-01/G2093	557	
Highway Planning and Construction	20.205	437472-2-38-01/G2473	494,287	
Highway Planning and Construction	20.205	434916-1-48-01/G0140	98	
			494,942	-
Total U.S. Department of Transportation			1,236,808	-

Continued

CITY OF KISSIMMEE, FLORIDA SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE For the year ended September 30, 2024				
Agency/Program	CSFA #	Grant #	State Expenditures	Through to Subrecipients
STATE FINANCIAL ASSISTANCE				
Florida Department of Environmental Protection				
Florida Recreation Development Assistance Program	37.017	A2006	\$ 50,000	
Florida Recreation Development Assistance Program	37.017	A23061	43,278	
Total Florida Department of Environmental Protection			93,278	-
Florida Department of Commerce				
Kissimmee Affordable Housing and Homeless Services Project	40.038	HL205	38,497	
Total Florida Department of Commerce			38,497	-
Florida Housing Finance Corporation				
State Housing Initiatives Partnership Program (SHIP)	40.901	SHIP 24	320,814	
State Housing Initiatives Partnership Program (SHIP)	40.901	HHRP	237,026	
Total Florida Housing Finance Corporation			557,840	-
Florida Department of Transportation				
Aviation Grant Programs	55.004	454476-1-94-01 / G2V79	29,007	
Aviation Grant Programs	55.004	442488-2-94-01 / G2T48	162,064	
Aviation Grant Programs	55.004	450681-1-94-01 / G2885	27,865	
Aviation Grant Programs	55.004	449265-1-94-01/G1X44	2,400	
Aviation Grant Programs	55.004	454883-1-94-01	28,745	
Total Florida Department of Transportation			250,081	-
Florida Department of Law Enforcement				
Assistance with Investigative Operations	71.010	Z8004	10,966	
Assistance with Investigative Operations	71.010	KE009	2,694	
			13,660	
Kissimmee Public Safety Training Support Annex	71.065	7G006	34,500	
Total Florida Department of Law Enforcement			48,160	-
Florida Department of Management Services				
Local Government Cybersecurity Grant Program	72.009	DMS - 22/23 - 287	189,484	
Total Florida Department of Management Services			189,484	-
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE			\$ 1,177,340	\$ -
TOTAL EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE			\$ 6,707,453	\$ 286,904

NOTE 1 Basis of Presentation

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Kissimmee, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

NOTE 2 Indirect Cost Rate

The City of Kissimmee has elected not to use the de minimis indirect cost rate allowed under the OMB Uniform Guidance.

NOTE 3 Differences between Timing of Expenditures and Reporting on SEFA

* Amounts reported were expended during FY23; however, the amounts were obligated and received during FY24.

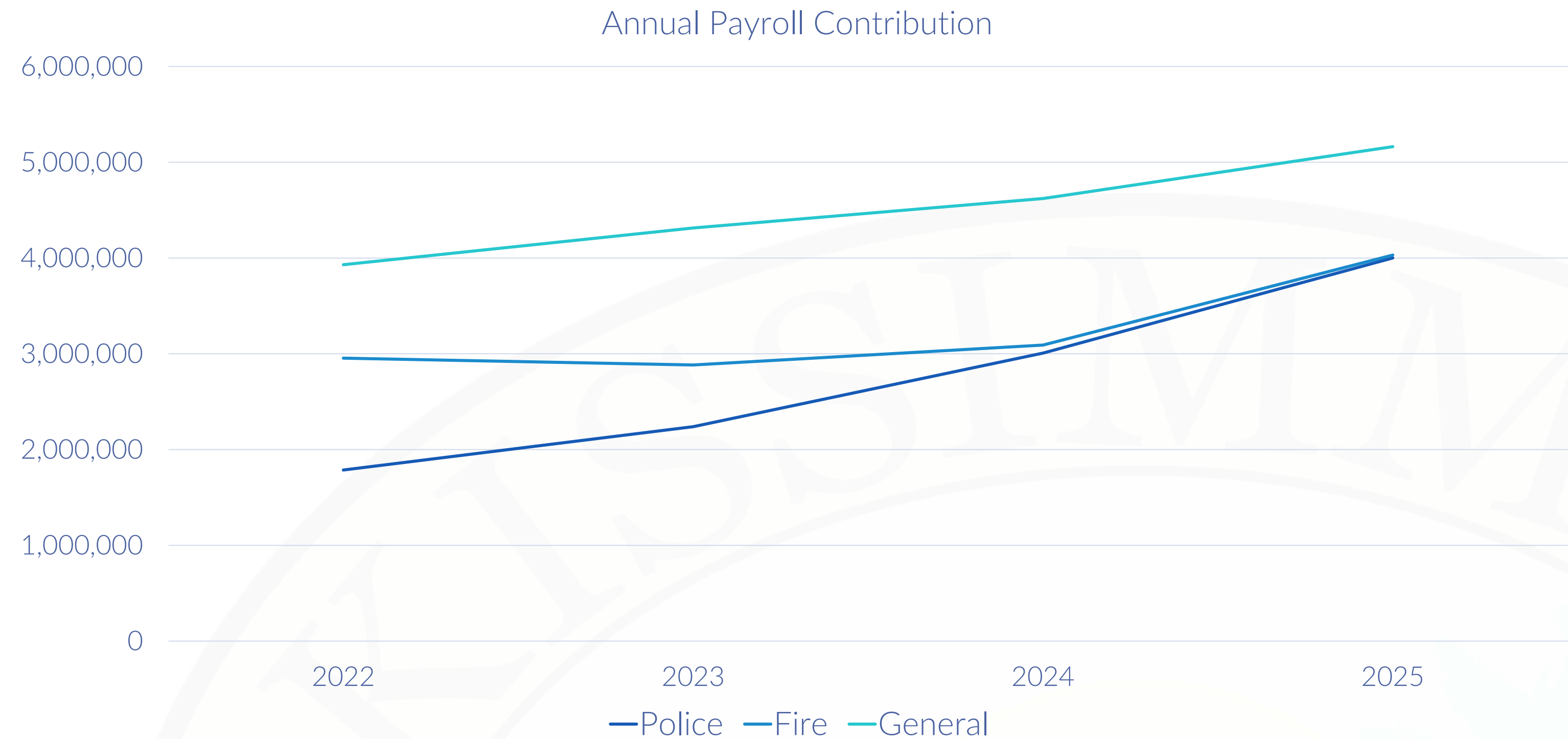
** Prior year Hurricane Ian expenses are as follows:

FY22 - \$7,360

FY23 - \$1,664,307

FY24 - \$174,356

Pension Overview



Police/Fire/General Historical UAAL & Funded Ratio						
Valuation Date	Police UAAL	Police Funded %	Fire UAAL	Fire Funded %	General UAAL (City employees only)	General Funded %
2024	18,685,817	83.2	17,558,149	76.5	16,830,075	88.9
2023	15,635,843	84.6	14,443,046	78.5	15,895,791	78.6
2022	12,207,586	87.1	14,729,836	77.4	14,896,863	76.4

Reserve Overview

- GFOA recommends a minimum of 17% reserves
- 37% actual reserves at the end of FY 24
- 33% projected reserves at the end of FY 26
- 20% projected reserves at the end of FY 30





Thanks!



| @CityofKissimmee

BUDGET IN
BRIEF
FISCAL YEAR
2025 - 2026

OPEN FOR BUSINESSES

THE CITY OF KIS- SIM- MEE

CITY OF KISSIMMEE

BUDGET IN BRIEF

Fiscal Year 2026

It is our privilege to present to you the City of Kissimmee's Budget in Brief. This document is intended to provide residents, business owners, and visitors with a clear vision of the City's financial state. Our organization prides itself on transparency and fiscal stewardship, and this document reaffirms our organization's perspective regarding open, honest, and effective local government. Over the next year, the Commission's priorities will be at the forefront of our initiatives. The theme for the FY 2025-26 budget is open for business. Despite the uncertainty in the economy, the City of Kissimmee is experiencing strong momentum in economic development, with a growing emphasis on investments in downtown, the medical district, and the airport. We believe this budget equips us to serve in alignment with the City's Strategic Plan. Though the economy remains fragile and volatile, we can chart our course into long-term sustainability and prime quality of life for all through careful direction. We will continue to manage our finances in the most responsible manner possible and ensure that transparency will always be preserved to maintain good governance.

This Budget in Brief is intended to provide an overview of the City's approach to balancing the budget; outline the major sources of funding to pay for City services and infrastructure, and summarize the Fiscal Year 2026 operating and capital budgets.

For more details, we invite you to review the full Fiscal Year 2026 operating and capital budget documents, available on the City of Kissimmee website at kissimmee.gov/budget.

For comments regarding the budget or this document, please send an email to finance@kissimmee.gov.

CITY OF KISSIMMEE **COMMISSION**



MAYOR
Jackie Espinosa



VICE MAYOR
Angela Eady



MAYOR PRO-TEM
Carlos Alvarez III



COMMISSIONER
Noel Ortiz



COMMISSIONER
Janette Martinez

OUR **MISSION**

The City of Kissimmee's Mission is to provide **quality, effective and efficient service** to our citizens. In providing such service, we hold the following values:

WE VALUE education and training to bring about a professional commitment to efficiently serve our community.

WE VALUE employees, who are loyal to the organization because only then are they committed to the goals of the organization.

WE VALUE communication as a necessary tool in promoting teamwork throughout the City.

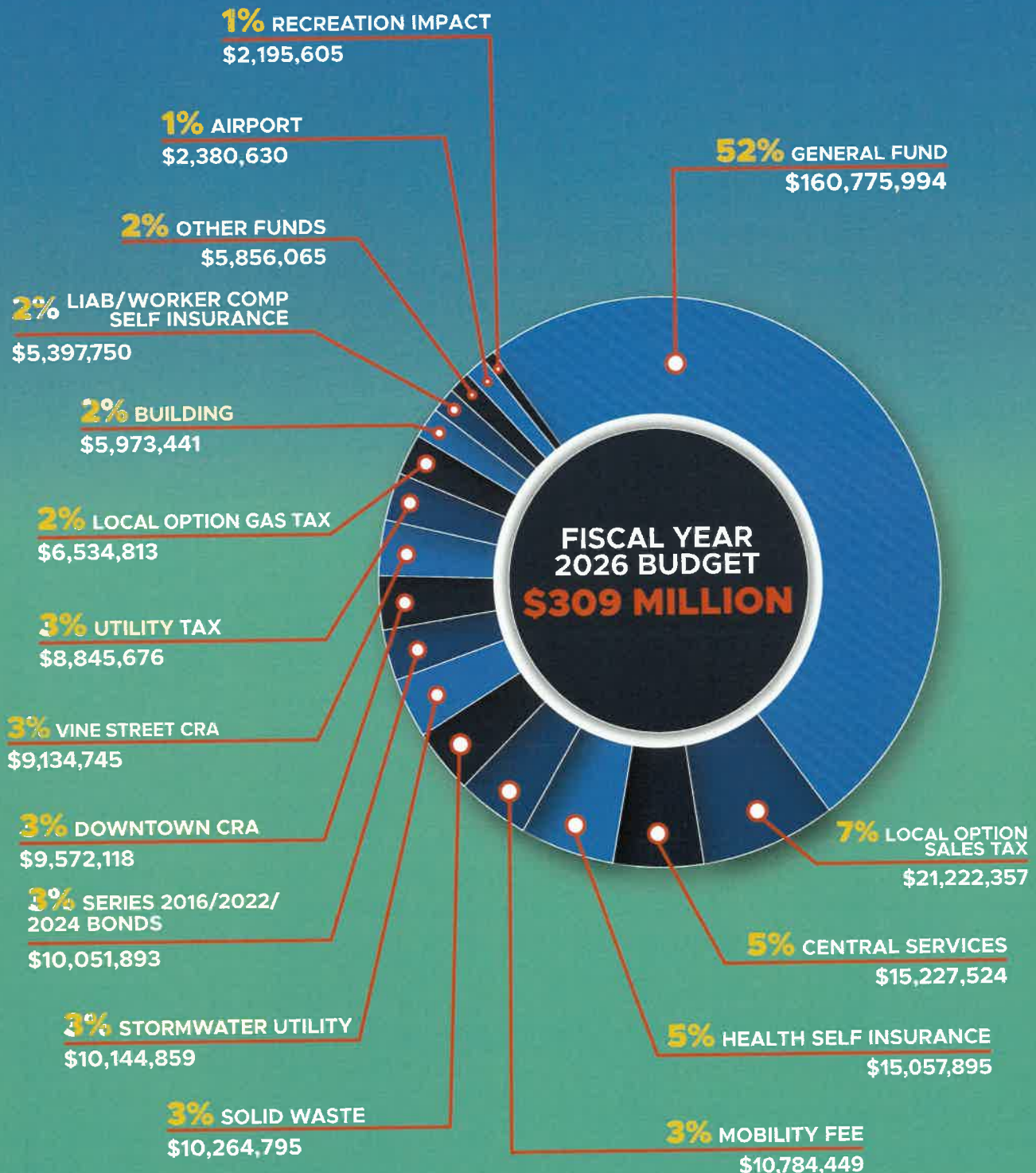
WE VALUE employees, who exhibit basic moral values that stress the importance of treating co-workers and citizens with respect and fairness.

WE TAKE PRIDE IN our work and we value being the best we can be.



2026 PROPOSED BUDGET

The Fiscal Year 2025 Annual Budget for the City totals \$274 million. The budget establishes the level of funding for each of the City's various funds. The goals and objectives, activities, and service levels for the City's departments are based on the level of funding and controlled by the budget approved and adopted by the City Commission.



TOTAL ANNUAL BUDGET

\$309,420,609

GENERAL FUND

\$160,775,994

MILAGE RATE

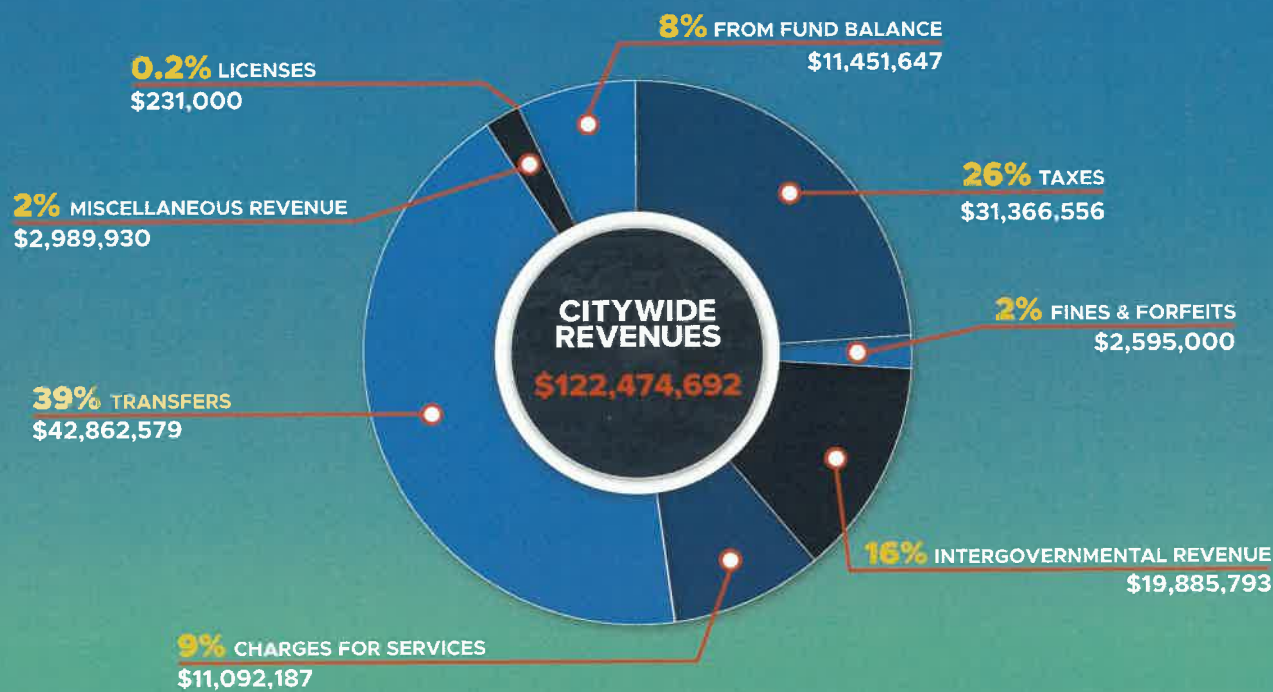
4.6253

A wooden signpost with a white sign is positioned in the foreground. The sign is attached to a horizontal wooden beam. The background shows a large, light-colored house with a tiled roof and a paved driveway.

12%
INCREASE IN
PROPERTY
VALUES
2025-2026

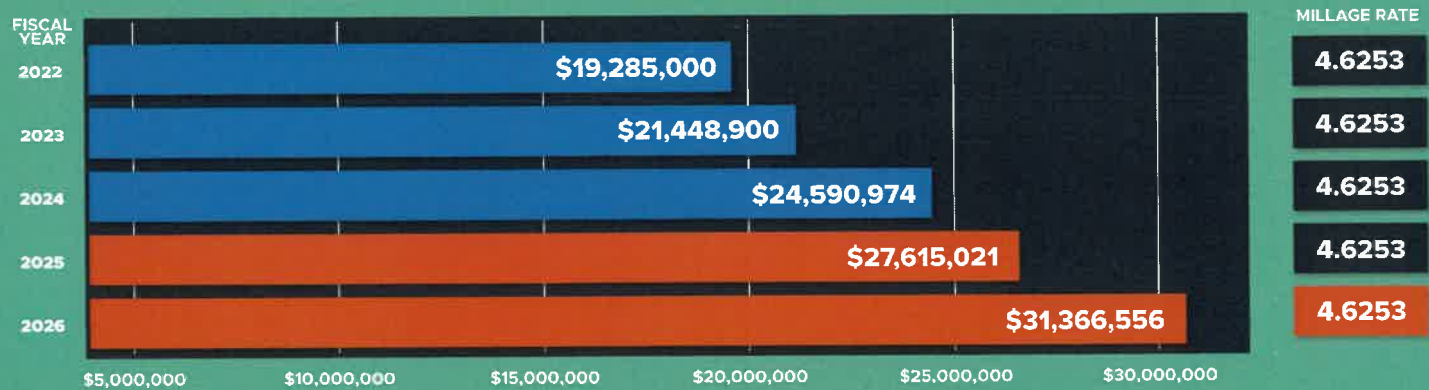
GENERAL FUND REVENUES

The City’s General Fund revenue sources are diverse. General fund revenues are mostly comprised of property tax, sales tax, fuel tax, communications tax, business tax, licenses, fees and permits, intergovernmental charges for services, interest, miscellaneous, grants and contributions, and transfers.



5-Year Millage Rate History

The adopted City of Kissimmee property tax rate is 4.6253. That amounts to \$4.6253 per \$1,000 of property value. This rate is the same rate levied for the last 15 years. The average millage in the State of Florida is \$4.9268.



GENERAL FUND EXPENDITURES

The City's General Fund expenditures are used to support police and fire services, public works and engineering, building and permit issuance, streets and sidewalk maintenance, planning, parks and recreation, library, repair and maintenance, and internal support functions, such as finance, city administration, human resources, and legal services.



POLICE DEPARTMENT

33%

\$40,613,056



TRANSFER & BAD DEBT

3%

\$4,199,230



FIRE DEPARTMENT

26%

\$31,241,018



DEVELOPMENT SERVICES

2%

\$2,378,171



PARKS & RECREATION

10%

\$12,037,372



FINANCE

2%

\$2,328,607



PUBLIC WORKS

7%

\$8,036,642



CITY ATTORNEY

1%

\$1,233,111



FACILITIES MAINTENANCE

6%

\$7,091,000



HUMAN RESOURCES

1%

\$1,600,345



CITY MANAGER

5%

\$6,630,196



CITY COMMISSION

1%

\$884,761



INFORMATION TECHNOLOGY

3%

\$4,201,183

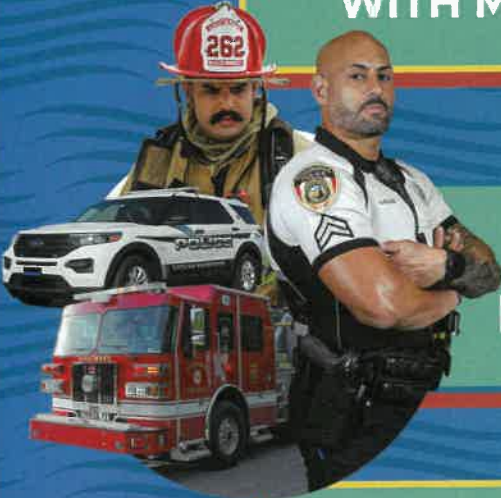
\$122,474,692

ORGANIZATIONAL **GOALS**

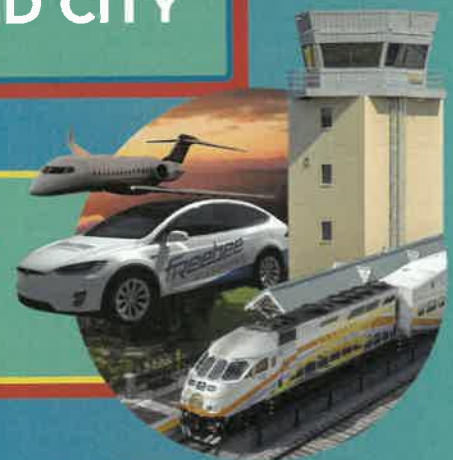
**STRONGER KISSIMMEE ECONOMY
WITH MORE QUALITY JOBS**



**BEST SERVICES &
FINANCIALLY SOUND CITY**



**EFFECTIVE TRANSPORTATION
SYSTEM GROWTH**



**LIVABLE COMMUNITY
FOR ALL**



**VIBRANT DOWNTOWN
& BEAUTIFUL LAKEFRONT**



WHAT IS A FISCAL YEAR?

A fiscal year is twelve months, starting October 1st through September 30th, to which its annual operating budget applies. At the end of each fiscal year, the City determines its financial position and the results of its operation.

WHAT IS A REVENUE?

Revenues are funds the city receives from various sources such as property taxes, permit fees, grants, stormwater fees, and franchise fees to pay for operating and capital expenses.

WHAT IS AN EXPENDITURE?

An expenditure is a disbursement of operating revenue for goods and services.

WHAT IS A FUND?

A fiscal and accounting entity with a self-balancing set of accounts.

WHAT IS A GENERAL FUND?

The primary fund used by governments for unrestricted revenues.

WHAT IS A PROPERTY TAX?

Property Taxes are levied on both real and personal property according to the property's valuation and tax rate. It is also called an ad valorem tax rate. The tax is determined by multiplying the property's taxable value by the millage rate and then dividing the result by one thousand. The County Tax Collector is responsible for collecting all taxes imposed within the county under the state law.

WHAT IS A MILL OF A TAX?

A mill is a tax rate equal to \$1 for each \$1,000 of assessed property value. If your home has a taxable value of \$100,000 and the millage rate is \$1, then you pay \$100 in taxes.

HOW DOES PROPERTY TAX GET CALCULATED?

There are three factors for calculating the amount of property tax assessed on your house (or other property): the value of the property, the amount of value that is not subject to taxes (e.g., the homestead exemption), and the tax or millage rate. According to State legislation, the County Property Appraiser calculates the value of each property in Osceola County as of January 1 each year. The appropriate exemptions are then applied to reach the final taxable value. The final taxable value is multiplied by the millage rates, i.e., City, County, School Board, and other taxing authorities, to determine the amount of property taxes to be included in the November property tax bill. For example, if your taxable value after taking all exemptions is \$100,000 and the millage rate used to determine your taxes is 4.6253, then the City portion of your taxes would be \$700.00

The calculation is performed by taking the taxable value (\$100,000), dividing by 1,000, and multiplying by the millage rate (4.6523).

$$\begin{aligned} \$100,000 \text{ DIVIDED BY } \$1,000 &= \$100 \\ \$100 \times 4.6253 &= \$462.53 \end{aligned}$$

WHAT IS ROLLED - BACK MILLAGE RATE?

The rolled-back millage rate is the millage rate that, when applied to the tax roll excluding new construction, would provide the same property tax revenue in the adopted budget year as in the current year. It represents the millage level of no tax increase.



FINANCE DEPARTMENT

101 CHURCH STREET
KISSIMMEE, FL 34741

FOR MORE INFORMATION, CONTACT US AT
FINANCE@KISSIMMEE.GOV

ITEM 7.B

Extension and First Amendment of Lease Between City of Kissimmee and MaxFlight Helicopter Services, Inc.

Request

Approval of Five-Year Extension and First Amendment of Lease between City of Kissimmee and Max Flight Helicopter Services, Inc. contract # 20230143.

Explanation

Max Flight is requesting a lease extension of five years from the expiration date of the current lease (August 31, 2025). MaxFlight has been operating at the Kissimmee Gateway Airport since April 1, 2014, providing helicopter flight instruction for both domestic and international students, tours, photography and aerial surveying. MaxFlight currently bases 6 helicopters and employs 8 people at the Airport.

Recommendation

Approval of Five-Year Extension and First Amendment of Lease between City of Kissimmee and Max Flight Helicopter Services, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Maxflight Helicopter Services First Amendment
2. Back Up-MaxFlight Net Building Lease Sept 1, 2020 - Aug 30, 2025

EXTENSION FIRST AMENDMENT OF LEASE
BETWEEN CITY OF KISSIMMEE and
MAXFLIGHT HELICOPTER SERVICES, INC.

THIS FIRST AMENDMENT of Lease is made this ____ day of _____ 2025, by and between, the **CITY OF KISSIMMEE**, a municipal corporation; (hereinafter referred to as City) and **MAXFLIGHT HELICOPTER SERVICES INC.**, a Florida corporation; (hereinafter referred to as MaxFlight) and each represents as follows:

WITNESSETH

WHEREAS, on August 18, 2020, the City and Maxflight Helicopter Services Inc. executed a Lease Agreement, for Hanger EH 1, consisting of 3,500 square feet of interior office space and Hanger EH2, consisting of 6,400 square feet of aircraft storage/ maintenance space and 1,600 of office/storage space hereinafter "Original Lease", located at 4010 4th Street, Kissimmee Gateway Airport, hereinafter "Leased Premises."; and

WHEREAS, pursuant to the Original Lease, the term of the Lease is from September 2020 through August 2025, and Lessee was granted an exclusive first option to renew the Agreement for one (1) additional term of five (5) years.

WHEREAS, the Lessee has provided notice to the City of their desire to exercise the renewal option and the City has agreed to enter into this Amendment to extend the Original Lease for an additional five-year term, and to modify other lease terms.

NOW THEREFORE, in consideration of the mutual promises, covenants, and the good and valuable monetary consideration all hereinafter set forth. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing text, and stricken words include deletions from existing text.

1. **"PART TWO, TERM OF LEASE"** of the Original Agreement is amended to read:
 - A. PRIMARY TERM. The term of this Lease shall be for a five (5) year period, with the period commencing on the first day of September ~~2020~~ 2025, and ending on the last day of August ~~2025~~ 2030.
 - ~~B. RENEWAL OPTION. Provided Lessee is not in default of the Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of five (5) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term. Upon receipt of the extension options, the parties shall negotiate the rent for the renewal period based on an appraisal as set forth in Part Three, paragraph B.~~
 - ~~C.B~~ HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law,

whichever is greater.

2. **"PART THREE RENT"** of the Original Lease is amended to read:

A. **RENT.** The initial net rent under this Lease for the "Hangars" is ~~\$36,000.00~~ \$39,600.00 per year, payable monthly ("Annual Hangar Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of ~~\$3,000.00~~ \$3,300 ("Monthly Hangar Rent") plus said taxes. Rent will be due on the first day of every month ("Due date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. Payment of rent will commence on September 1st, ~~2020~~ 2025. The initial net rent shall be subject to adjustment as enumerated in Part Three of this agreement.

Rent under this Lease for the "AOA" is set at ~~\$0.27~~ \$0.29 per square foot for ~~72,803~~ 63,117 square feet. ~~The AOA rent will be initiated September 1, 2022 2027, at which time \$9,828.00 per year, will be payable monthly ("Monthly Rent") plus sales tax and any other applicable tax, including property tax. The following sum shall be payable monthly, in advance, in the amount of \$819.00 ("Monthly Rent") plus said taxes. Beginning on September 1, 2023 2025, and thereafter, the AOA rent will increase to \$19,656.00 be \$18,304.00 per year, payable monthly ("Monthly Rent") plus sales tax and any applicable tax. The following sum shall be payable monthly, in advance, in the amount of \$1,638.00 \$1,525.33 plus said taxes. Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. The initial net rent shall be subject to adjustment as enumerated in Part Three of this Lease.~~

B. **RENT ADJUSTMENTS.** Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that beginning three (3) years from the execution date and every third year thereafter, ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for ~~2020~~ 2025 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, ~~2020~~ 2025.

C. **RENT CAPS.** In no event, however, shall the Rent Adjustment be negative or more than ten percent (10%) for a rent adjustment based on CPI.

3. **NO FURTHER MODIFICATIONS.** Except to the extent expressly modified or amended by this Third Amendment, the Original lease Agreement dated August 1, 1998, shall remain in full force and effect and binding upon the parties, and is hereby ratified and affirmed. To the extent of any inconsistency between the Amendment and the Original Lease, the terms and conditions of the Original Lease shall control.

Specifically, all other terms and clauses of the existing lease shall remain the same and will continue to be in force with respect to the Leased Premises, as expanded by this Addendum.

4. The effective date of this Addendum shall be _____, 2025.

IN WITNESS WHEREOF, the parties have executed this agreement at Kissimmee, Florida on this ____ day of _____, 2025.

CITY OF KISSIMMEE, FLORIDA

ATTEST:

Mayor-Commissioner

City Clerk:

Approved as to form and legality
This ____ day of _____, 2025.

City Attorney

LESSEE

MaxFlight Helicopter Services, Inc.

Austi Tarter-Leclercq
By: Austi Tarter-Leclercq
As: President

ATTEST:

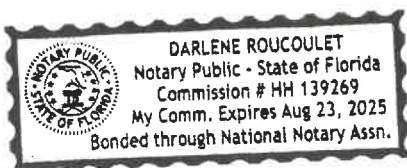
Shaun J. Germolus
Witness: Shaun J. Germolus

Erika Garcia
Witness: Erika Garcia

State of: Florida
County of: OSCEOLA

The foregoing instrument was acknowledged before me on this 7th day of July, 2025, by Austi Tarter-Leclercq. He/She is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

NOTARY SEAL:



Raune Baumann



**NET BUILDING LEASE FOR
4010 4th STREET AIRPORT BUILDINGS**

THIS AGREEMENT is entered into on this 18th day of August 2020 between the **CITY OF KISSIMMEE**, a municipal corporation located within Osceola County, Florida hereinafter referred to as “**Lessor**” or “**City**” and **MAXFLIGHT HELICOPTER SERVICES, INC.**, a Florida Corporation, whose address is P.O. Box 470773 Kissimmee, Florida 34747, hereinafter referred to as “**Lessee**.”

WITNESSETH:

WHEREAS, Lessor is the owner of certain improvements to real property located on or about the Kissimmee Gateway Airport, a municipal airport located within the boundaries of the City of Kissimmee, Florida; and

WHEREAS, Lessee is desirous, willing and able to enter into a lease from Lessor Hangar EH 1 & Hangar EH 2, situated on land located at 4010 4th Street, Kissimmee Gateway Airport.

**PART ONE
DESCRIPTION OF PREMISES**

- A. **LEASED HANGAR PREMISES.** Lessor leases to Lessee the premises (“**Hangars**”) located at the Kissimmee Gateway Airport, more particularly described, attached, and hereby incorporated by reference as **Exhibit A**, Hangar EH 1 which consists of 3,500 square feet of interior office space and Hangar EH 2 which consists of 6,400 square feet of aircraft storage / maintenance space and 1,600 of office /storage space.
- B. **LEASED PARKING PREMISES.** Lessor leases to Lessee onsite parking of automobiles, which includes 20 parking spaces for automobiles located east and adjacent to Hangar EH 1 (“**Parking Premises**”) as depicted in Exhibit A, attached hereto and incorporated herein. Additional vehicle parking may also be available on an as-needed basis and such requests must be directed to the Director of Aviation.
- C. **LEASED AOA PREMISES.** Lessor leases to Lessee approximately one and one half acres of paved aircraft parking apron (“**AOA**”) as more particularly described, attached, and hereby incorporated by reference as Exhibit A; which Lessee will take measures, at Lessee’s expense, to ensure any aircraft operated on the leasehold do not generate propeller wash that will cause dust or debris to be blown onto vehicles parked on the adjacent leasehold. Lessee agrees that Lessor may direct Lessee to redirect and relocate Lessee’s entire inventory of aircraft and automobile parking to other locations on or about the airport as directed by the Director of Aviation (“**Director**”) during any declared emergency or crisis as determined by the Director. Lessor agrees to make every attempt to order relocation of lessee’s aircraft and vehicles in such a manner as to allow lessee to accomplish relocation in the course of normal operations and so as not to cause Lessee to incur any unreasonably increased expenses or liabilities associated with the act of relocation.

The Hangar Premises, Parking Premises and AOA Premises shall collectively be referred to as the “**Leased Premises.**”

- D. CONDITION OF PREMISES. Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is” and in their present condition. Lessee further warrants that the Leased Premises are suitable for Lessees proposed use described herein.
- E. RE-ADJUSTMENT OF PREMISES. This agreement will be subordinate to the provision of any existing or future agreement between the City of Kissimmee and the United States, relative to the operation of maintenance of the airport, the terms and execution of which have been or maybe required as a condition precedent to the expenditure or reimbursement to the city of federal funds for the development of the Airport. Lessor reserves the right to reduce or otherwise adjust the area included in the Leased Premises for construction of Airport development projects. If the area is based on the area of the Leased Premises, then the rent shall be reduced in proportion to the reduction of the total area held by Lessee.

PART TWO TERM OF LEASE

- A. PRIMARY TERM. The term of this Lease shall be for a five (5) year period, with the period commencing on the first day of September 2020 and ending on the last day of August 2025.
- B. RENEWAL OPTION. Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of five (5) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.
- C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. RENT. The initial net rent under this Lease for the “Hangars” is **\$36,000.00** per year, payable monthly (“Monthly Rent”) plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of **\$3,000.00** (“monthly Rent”) plus said taxes. Rent will be due on the first day of every month (“Due Date”) and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. Payment of rent will commence on September 1st, 2020. The initial net

rent shall be subject to adjustment as enumerated in Part Three of this agreement.

Rent under this Lease for the "AOA" is set at \$0.27 per square foot for 72,803 square feet. The AOA rent will be initiated September 1, 2022, at which time \$9,828.00 per year, will be payable monthly ("Monthly Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of \$819.00 ("Monthly Rent") plus said taxes. September 1, 2023 and thereafter, the AOA rent will increase to \$19,656.00 per year, payable monthly ("Monthly Rent") plus sales tax and any other applicable tax. The following sum shall be payable monthly, in advance, in the amount of \$1,638.00 ("Monthly Rent") plus said taxes. Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. The initial net rent shall be subject to adjustment as enumerated in Part Three of this agreement.

- B. RENT ADJUSTMENTS. Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that beginning three years from the execution date and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2020 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, 2020.

- C. RENT CAPS. In no event, however, shall the Rent Adjustment be more than ten percent (10 %) for a rent adjustment based on CPI.

PART FOUR FEES

- A. FUEL. Lessee may engage in fuels storage for self-fueling. If the Lessee exercises this right, the Lessee shall on or before the twentieth (20th) day of each calendar month during the term hereof pay to the City, without further demand, a fuel flowage fee for each gallon of aviation fuel delivered to the Leased Premises during the preceding calendar month. The fee established by the City is currently \$.05 per gallon and may be adjusted by the City Commission from time to time.
- B. CAR RENTALS. Lessee shall not engage in car rental without prior written authorization of the Lessor.
- C. REMITTANCES. Remittances of the amounts due each month, as computed in this section, shall be paid to Lessor each month on or before the first day of the succeeding month.

PART FIVE PAYMENTS

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

PART SIX PRIVILEGES

- A. USE. The Lessor grants to the Lessee the right and privilege to conduct the following Fixed Base Operator activities as described in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport, as amended and incorporated by reference into this Lease. The Lessee may not use the Premises for any purpose other than the following without the Lessor's prior written consent:
- Category "B" - Flight Instruction and Aircraft Rental
Category "C" - Aircraft Charter and Air Taxi
Category "F" - Other Aeronautical Services (Aerial Survey, Photography)
- B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in Part Six (A) above, unless approved in writing by the Lessor. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.
- C. INGRESS AND EGRESS. Lessee shall always have the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN OBLIGATIONS OF LEASE

- A. NET LEASE. The use and occupancy of the Leases Premises by Lessee shall be without

cost or expense to Lessor. This Lease shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Premises in an "as is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor.

B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:

1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, all heating, air conditioning and heating systems.
2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;
3. Upon occupation of the Leased Premises, provide landscaping in the area of the Hangars, Parking Premises and AOA.
4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of Waste receptacles or containers authorized by Lessor;
5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;
6. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances.
7. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises to ensure compliance with the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require specific maintenance work to be completed by Lessee. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Lessee shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
8. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, excluding improvements and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal

business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS.

1. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor.
2. Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the lessee shall submit a written application to the Director, and if the Director requests, the application shall be supported by a comprehensive plan package to the Director. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following:
 - a. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.
 - b. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.
 - c. Request for approval of above.
 - d. A schedule for completion of each phase of the improvements.
3. Lessor shall attempt to make a timely disposition of each Lessee Construction Application and will not arbitrarily or capriciously withhold approval of the same.
4. Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.
5. Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.

D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water,

sewer, gas, electricity, telephone and internet service. Lessee shall pay utilities charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all of the cost of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a proportional cost of any other future fees enacted to cover the cost of governmental services.

- E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area designated by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
- F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport.
- G. NONDISCRIMINATION. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, ethnicity, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services therein, no person on the grounds of race, ethnicity, creed, color, national origin, sex age or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other regulations imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.
- The Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory price for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- H. HANDLING AND STORAGE OF PROTOLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous

materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

I. NO LIENS.

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

J. INDEMNITY AND INSURANCE BY LESSEE. Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the Lessor from any and all claims for damages of any kind or nature which may hereafter be made against Lessor on account of any personal injuries, wrongful deaths, or property damage resulting from the use of the Leased Premises, and for such purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to Lessor, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance: Public Liability Insurance: Property Damage Insurance

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

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

L. RENOVATIONS.

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

**PART EIGHT
OBLIGATIONS OF LESSOR**

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

**PART NINE
DAMAGE OR DESTRUCTION OF PREMISES**

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Lessee or Lessee's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenable within a period of sixty (60) days, the Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, either party shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.

**PART TEN
TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS**

- A. TERMINATION. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:
1. Material default by Lessor in the performance of a covenant or agreement herein

required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee.

2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of either of the following events:

- a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport such aircraft as the Lessee currently utilizes in connection with flight training operations for a period longer than 90 days.
- b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than ninety (90) days.

- C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

- D. TERMINATION BY LESSOR. Lessor may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. File a voluntary or involuntary petition in bankruptcy;
4. Abandon the Leased Premises;
5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
6. Appoint or to cause the appointment of a receiver for Lessee;
7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.

- E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. In this connection, Lessee expressly waives the receipt of any notice of termination, which would otherwise be given by Lessor.
- F. SUBLETTING AND ASSIGNMENT. Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

PART ELEVEN RIGHTS UPON TERMINATION

- A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. REMOVAL OF PERSONAL PROPERTY. Upon the expiration or termination of this lease, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination for this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.
- C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

PART TWELVE GENERAL PROVISIONS

- A. LESSOR'S RESERVED RIGHTS.
1. Lessor at its sole discretion reserves the right to further develop or improve the Airport as it sees fit and to take any action it considers necessary to protect the

aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor for federal funds for the development of the Airport.

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

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

- C. NONEXCLUSIVE RIGHT. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.
- D. WAIVER OF JURY TRIAL, VENUE, ATTORNEY'S FEES. It is mutually agreed by and between Lessee and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action, each party shall pay their own legal costs to include but not to limited to attorney's fees, court costs, associated expenses, and all incidental costs including those incurred in appellate proceedings.
- E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may assessed against merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.
- F. PARAGRAPH HEADINGS. The paragraph heading is for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

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

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

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

President or General Manager
MaxFlight Helicopter Services, Inc.
PO Box 470773
Kissimmee, FL 34747

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

- H. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- I. SUCCESSORS AND ASSIGNS. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

PART THIRTEEN ENVIRONMENTAL MATTERS

A. STORAGE TANKS.

1. Lessee agrees to comply with all applicable federal, state, and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the Premises or which might discharge on or under the premises, shall be registered with the appropriated federal, stated, and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state, and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean: "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain, and reconcile all inventory record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises at all times during normal business hours.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. 280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.
- B. INDEMNIFICATION. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts, or omissions of its officers, agents, employees, contractors, subcontractors, operators, and sub-lessees, except when caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sub-lessees. City will refer to Lessee, promptly upon notice thereof, any claim made, or suit instituted against it, which, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by the Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- C. HAZARDOUS MATERIALS COVENANTS.
1. Lessee hereby represents and warrants to and for the benefit of the disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). From purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. *6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, *6901, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Leased Premises is prohibited by the City that the Leased Premises will not use or operated in any manner that will result in the storage use treatment, manufacture, or any applicable environmental laws or regulations ("Laws") or by any other legal

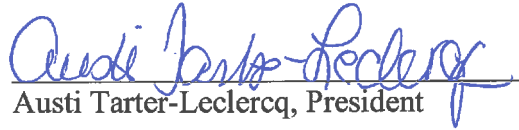
requirements affecting the Leased Premises: (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any laws or by any other legal requirements affecting the Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Leased Premises.

2. In addition to and without limiting the generality of any other provisions of this Lease, Lessee shall and hereby does indemnify and hold the City harmless from and against any damages, expenses, fees, claims, demands, causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial, and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors, or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises. The provisions of this Section shall survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, liabilities, and all losses.

Signature page to follow

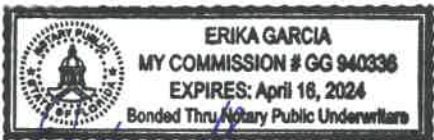
IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

**MAXFLIGHT HELICOPTER
SERVICES, INC.**


Austi Tarter-Leclercq, President

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 10th day of August, 2020, by **Austi Tarter-Leclercq**, as President of **MaxFlight Helicopter Services Inc.**, a corporation organized under the laws of the State of Florida, who is ☒ personally known to me or ☐ who has produced FL DL as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal: 

Notary Public, State of Florida

CITY OF KISSIMMEE, FLORIDA


Jose Alvarez
Mayor-Commissioner


ATTEST:

City Clerk

Approved as to form and legality

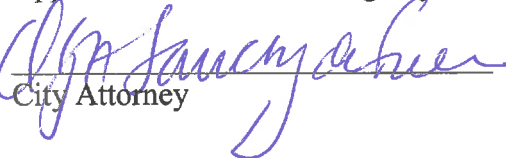

City Attorney

EXHIBIT A



Background Image - 2020 Aerial

The City of Kissimmee makes no warranties, guarantees, or representation as to the truth, accuracy, or the completeness of the data on this map. This is not a survey product and is a visual reference tool only. Any questions or concern should be directed to GIS division at gis@kissimmee.org

City Clerk's Office Processing Form

RECEIVED BY
CITY OF KISSIMMEE

AUG 12 2020

CITY CLERK'S OFFICE

Do not write in this box.

Date: 8/11/2020

Requestor's Name: Darlene Roucoulet Department: Airport

Phone/Extension: 2505

Title of Document: NET BUILDING LEASE FOR 4010 4th STREET AIRPORT BUILDINGS

Project Name: MAXFLIGHT HELICOPTER SERVICES, INC.

Number of Originals/Copies: 2 Originals

Requested Processing: (Please check all that apply)

■ Agenda Date: 8/18/2020 Item # 2020-1583 (i.e. # 2019-1102)

■ Sign and Return – (please circle) CA / CM Mayor City Clerk / Notary

☐ Recording with Clerk of the Courts (Charge Department: _____)

☐ Vault Retention

☐ Laserfiche Scan and Retain

■ Laserfiche Scan (Official Records) and Return

☐ Certified Copy (Resolutions / Ordinances)

Comments:

Please have 2 original Lease documents signed and scanned to official records.

Please have both sent back to the airport.

Return document to: Airport Darlene Roucoulet
(Department) (Staff)

Number of originals/copies to be returned: 2 Originals

----- To be completed by the Clerk's Office -----

Processed by: Linda S. Hansell Date: 8/21/2020

☒ Complete; no additional action necessary. ☐ _____

☐ Please returned fully executed original to the City Clerk for scanning. Thanks.

ITEM 7.C

Extension and Third Amendment of Lease Between City of Kissimmee and Stallion 51 Maintenance Operations, Inc.

Request

Approval of Two-Year Extension and Third Amendment of Lease between City of Kissimmee and Stallion 51 Maintenance Operations, Inc. contract # 20240456.

Explanation

Stallion 51 Maintenance Operations, Inc., is requesting a lease extension for two years from the expiration date of the current lease (July 31, 2025). The business maintains and supports the Stallion 51 Mustangs and other vintage aircraft. It is the intent to transition the operations to the KISM Hangar (on airport west of Stallion 51 Operations) during this lease period and a 30-day notice will be required terminating this lease upon completion of the move.

Recommendation

Approval of Two-Year Extension and Third Amendment of Lease between City of Kissimmee and Stallion 51 Maintenance Operations, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Stallion 51 third Extension of Lease 2025. Final
2. Harmon Air Enterprise Lease 1998
3. Stallion 51 Maintenance - 1st Amendment - March 10, 2009
4. Stallion 51 Maint Ops - Amendement 2 July 7, 2020

EXTENSION AND THIRD AMENDMENT OF LEASE
BETWEEN CITY OF KISSIMMEE AND
STALLION 51 MAINTENANCE OPERATIONS, INC.

This Third Amendment and Extension of Lease is made this ____ day of _____ 2025, by and between, the **CITY OF KISSIMMEE**, a municipal corporation; (hereinafter referred to as City) and **STALLION 51 MAINTENANCE OPERATIONS, INC.**, a Florida corporation; (hereinafter referred to as Stallion) and each represents as follows:

WITNESSETH

WHEREAS, on August 1, 1998, the City and Harmon Air Enterprises Inc. executed a Lease Agreement, hereinafter "Original Lease", wherein the City leased unto Harmon Air Enterprises certain real property ("Hanger #3) located at Kissimmee Gateway Airport, hereinafter "Leased Premises."; and

WHEREAS, on April 24, 2001, Harmon Air Enterprises executed an Assignment of Lease assigning its rights and obligations with respect to the Leased Premises to Stallion, with the consent of the City; and

WHEREAS, on March 10, 2009, the Original Lease was amended and extended by mutual agreement of the City and Stallion, with the term ending on July 31, 2020; and

WHEREAS on July 7, 2020, the parties entered into a Second Amendment to extend the Original Lease for an additional five-year term, expiring on July 31, 2025;

NOW THEREFORE, in consideration of the mutual promises, covenants, and the good and valuable monetary consideration all hereinafter set forth. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing text, and stricken words include deletions from existing text.

1. **Term:** The term of the Original Lease for the Leased Premises, dated August 1, 1998, is hereby extended to expire on July 31, 2027.
2. **Rent:** The monthly lease payment due under this extension will be in the amount of \$2,504.00, plus sales tax and all additional assessments, taxes and all applicable fees, including those currently in place and any which may be imposed in the future, including but not limited to fire fees, stormwater fees and the like. Lessee agrees that the current rate of sales tax is seven percent (7%) but is subject to increase. The monthly rent payable by Lessee to the Lessor for its use of the leased premises shall continue at the current rate until increased by the CPI at the designated intervals below. All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the Lessor may direct Lessee in writing. A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. Receipt of late fee is not a waiver of the default, but is additional costs incurred by the Lessor for the Lessee's failure to perform.

~~Lessor and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the United States Department of Labor, Bureau of Labor Statistics, Index of~~

~~Consumer Prices. Every five (5) years the parties hereto will compare the price index for said year with the price index for 2000 and the annual rental payments shall be increased in the same proportion as said price index has increased with the price index for 2000.~~

3. **Amendment to Original Term:** The last line in Article III Rentals (B) of the Original Lease is hereby amended to read: "It is agreed by the parties that the minimum monthly rental payable for any fiscal year shall never be less than Two Thousand Five Hundred Four Dollars and Zero Cents (\$2,504.00) plus sales tax."
4. **Attorney Fees, Venue, Jury Trial:** Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.
5. **General Provisions:** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and, it shall serve as a mutual agreement in writing by them to terminate any pre-existing agreement entered into by them with respect to the same subject matter, such termination to be effective immediately upon the execution by them of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute an instrument.

Whenever the context shall require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. The parties acknowledge and agree that each party has reviewed this Agreement and that any rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of this Agreement or any amendment, exhibit or schedule hereto.

Any party may, at its discretion, waive in writing any or all of the conditions herein contained to which its obligations hereunder are subject provided that neither failure nor delay on the part of a party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any singular or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default.

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt requested, addressed to:

CITY:

KISSIMMEE GATEWAY AIRPORT
AIRPORT DIRECTOR
401 DYER BLVD.
KISSIMMEE, FL 34741

LESSEE:

STALLION 51 MAINTENANCE OPERATIONS, INC.
3951 MERLIN DR.
KISSIMMEE, FL 34741

6. **No Further Modifications.** Except to the extent expressly modified or amended by this Third Amendment, the Original lease Agreement dated August 1, 1998, shall remain in full force and effect and binding upon the parties, and is hereby ratified and affirmed. To the extent of any inconsistency between the Amendment and the Original Lease, the terms and conditions of the Original Lease shall control.

Specifically, all other terms and clauses of the existing lease shall remain the same and will continue to be in force with respect to the Leased Premises, as expanded by this Addendum.

7. The effective date of this Addendum shall be _____, 2025.

IN WITNESS WHEREOF, the parties have executed this agreement at Kissimmee, Florida on this ____ day of _____, 2025.

CITY OF KISSIMMEE, FLORIDA

ATTEST:

Mayor-Commissioner

City Clerk:

Approved as to form and legality
This ____ day of _____, 2025.

City Attorney

LESSEE
Stallion 51 Maintenance Operations, Inc.

Peter C. Launderback
By: Peter C. Launderback
As: President

ATTEST:

Witness:

John Launderback

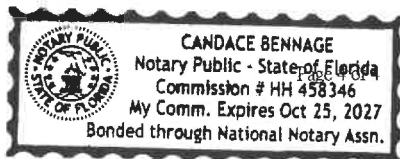
Witness:

Richard Launderback

State of: Florida
County of: Osceola

The foregoing instrument was acknowledged before me on this 8th day of July, 2025, by Peter C. Launderback. (C) He/She is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

NOTARY SEAL:



HANGAR LEASE AGREEMENT

THIS AGREEMENT is made this 1st day of August, 1998
between **The City of Kissimmee**, a municipal corporation, hereinafter called ("Lessor"), and
Harmon Air Enterprises, a corporation incorporated under the laws of the State of Florida (the
"Lessee").

RECITALS

Lessor owns and operates the Kissimmee Municipal Airport (hereafter called "Airport"),
in Osceola County, Florida.

Lessee desires to lease "Hangar #3" at 4008 4th Street according to Lessor's
specifications.

Lessee will utilize "Hangar #3" and premises for Category "D"- Airframe and Powerplant
Repair and Category "E"- Avionics, Instruments and/or Propeller Repair Service as defined in the
Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport and
incorporated herein by reference.

COVENANTS

Now, THEREFORE, in consideration of rents, agreements and covenants hereafter set
forth, the parties agree as follows:

ARTICLE I PREMISES

A. LEASED PREMISES. The premises leased are the land and improvements
specifically shown on Exhibit "B" attached to and made a part of this Agreement and shall be
referred to as the "Leased Premises."

ARTICLE II TERM OF LEASE AGREEMENT

A. PRIMARY TERM. The term of this Lease shall be for the period commencing on
the 1st day of August 1998 and ending on the 31st day of July 2008.

B. IMPROVEMENTS. Lessee shall cause the following improvements to be
completed to Hangar #3 in the time specified:

1. Reshingle the roof, at the Lessee's sole expense, within six months of the date of
this Lease.

C. ADDITIONAL TERM. If the improvements are completed as specified, the Lease will be extended an additional five years and expire on July 31, 2013.

D. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a month-to-month tenancy only. The rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

ARTICLE III RENTALS

A. RENTAL. For purposes of this Agreement, "fiscal year" shall be the twelve (12) months beginning January 1st and ending December 31st. Lessee shall pay an annual rental equal to \$14,040.90 plus sales tax or a prorated portion of \$14,040.90 in any fiscal year consisting of less than twelve (12) months. The minimum monthly rental installment shall be One Thousand One Hundred Seventy Dollars and Seven cents (\$1,170.07) plus sales tax.

B. RENT INCREASES. Lessor and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index - Urban Wage Earners and Clerical Workers ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. Beginning three years from the anniversary date and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for August 1998 and the Annual Rent payments shall be adjusted in the same proportion as said price index has increased (or decreased) when compared with the price index for August 1998. In no event, however, notwithstanding any possible provision to the contrary contained in this Agreement, it is agreed by the parties that the minimum annual rental payable for any fiscal year during the term shall never be less than One Thousand One Hundred Seventy Dollars and Seven cents (\$1,170.07) plus sales tax.

C. TIME AND PLACE OF PAYMENT. The minimum monthly rental installment of One Thousand One Hundred Seventy Dollars and Seven cents (\$1,170.07) plus sales tax shall be due and payable on the first (1st) of each month for the following calendar month of operation with the first installment due on the 1st day of August 1998. The rent is considered delinquent if it is not received by the 15th of the month. All payments are to be made at the Office of the Finance Director, City of Kissimmee, 101 N. Church Street, Kissimmee, FL 34741 or such other place Lessor may direct Lessee in writing.

D. DELINQUENT RENTALS. A late fee of 5% of the amount due will be charged beginning on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past. Lessor shall charge no interest upon that portion of any debt that, in good faith, is in dispute.

ARTICLE IV PRIVILEGES

A. USES. The Leased Premises shall be used solely for Tenant Categories "D" and "E" and storage of customer aircraft and office space and no other purposes.

B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth above. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor without limiting the generality of the foregoing shall the Lessee use or permit the use of the Leased Premises for any improper, immoral or unlawful purposes.

C. INGRESS AND EGRESS. Upon paying the rent and performing the covenants of this Agreement, Lessee and its officers, employees, agents, servants, vendors, suppliers, patrons, and invitees shall have the right of ingress to and egress from the Leased Premises over roadways or taxiways provided by Lessor serving the Leased Premises. Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type of restrictions as Lessor deems necessary.

ARTICLE V OBLIGATIONS OF LESSEE

A. NET LEASE. The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor.

B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:

1. Janitorial services, supplies, and window washing;
2. Maintaining all interior lights, supplying and replacing light bulbs in the building;
3. Cleaning of stoppages in plumbing fixtures and drain lines due to the use of the Leased Premises by Lessee;
4. Lessee will not dispose of any debris or waste materials on Airport property;
5. All maintenance of Lessee-constructed structures and equipment;
6. All repairs and maintenance of any sliding aircraft hangar door, if so equipped;
7. Lessee shall provide and maintain hand fire extinguishers for the interior of the building in accordance with applicable safety codes.

The Lessor shall be the sole judge of the due maintenance undertaken by the Lessee, and may upon written notice require specific maintenance work to be completed. If such maintenance is not completed within a reasonable time, the Lessor shall have the right to perform such due maintenance, and Lessee shall reimburse Lessor for the cost of such maintenance upon presentation of a billing.

Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in as good condition as when received, reasonable wear and tear expected. Lessor reserves the right to make periodic inspections of the Leased Premises and improvements thereon during normal business hours.

C. CONSTRUCTION, ALTERATIONS, REPAIRS AND ADDITIONAL CONSTRUCTION Lessee shall not erect any structures, make any improvements or modifications or undertake any other construction on the Leased Premises, nor alter, modify or make additions, improvements or repairs to or replacement of any structure existing or built, or install any fixtures (other than trade fixtures removable without permanent injury to the Leased Premises) without prior written approval of the Lessor. Development and construction will only be permitted in accordance with the guidelines presented in the Airport Master plan and the Lessor Development Standards in effect from time to time. Before commencement of any improvements or modifications to the Leased Premises, the Lessee shall submit a written description of the proposed improvements or modifications with a preliminary site plan. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall contain the following:

1. A graphic presentation of the improvements showing exact locations access and egress to and from the Leased Premises, facilities included and interior layouts and plans.
2. An illustration of the decor of the Leased Premises including construction, furnishings and equipment.
3. Request for approval of above.
4. A schedule for completion of each phase of the improvements.

Review and approval of Lessee Construction Applications shall be reviewed under the City's normal Site Development Guidelines.

Upon approval, the Lessee shall obtain the appropriate approvals for construction. Once a Building Permit is issued, the construction will proceed with reasonable diligence and at its sole cost and expense of the Lessee. The construction shall be completed according to the project schedule.

If there were a default of the Lessee during the design or construction period of any construction or design contract for improvements, the Lessor shall have the option which shall be set forth in all contracts between the Lessee and independent contractors and suppliers, to replace the Lessee with itself and to continue the contracts of the Lessee with the independent contractors and suppliers for work or materials for improvements.

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

In the event Lessee makes alterations or constructs additional improvements on the Leased Premises, Lessee may enjoy the use of such improvements during the term of this Agreement without the payment of additional rent.

D. UTILITIES Lessee shall assume and pay all costs and charges for utility services furnished to Lessee.

E. TRASH, GARBAGE, ETC. Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused from its operation. Lessee shall provide and use suitable covered metal receptacles in an area designated by Lessor for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

F. SIGNS No signs shall be erected or maintained by Lessee except in compliance with the Lessor's requirements for location and use of signs on Airport property. Prior to erection, Lessee must obtain written approval from Lessor.

G. NONDISCRIMINATION The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Lessee agrees to furnish service on a fair, equal, and non unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

H. CARE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Lessor statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Lessor and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so, the Lessor may take any reasonable and appropriate action in the Lessee's stead. The cost of such remedial action by the Lessor shall be paid by the Lessee.

I. NO-LIEN ARTICLE Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanic's liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular.

If any mechanics, laborers or materialmen's lien shall at any time be filed against the Leased Premises or any part thereof, which lien is not the result of Lessor's actions, Lessee shall cause the same to be discharged either by record or order, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days, then such failure shall be deemed a default in the performance of this Agreement.

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing or any materials for any specific improvement, alteration to or repair of the Leased Premises or any part of the Leased Premises.

J. INDEMNITY AND INSURANCE BY LESSEE. Lessee further covenants and agrees that lessee shall indemnify and save forever harmless the Lessor from any and all claims for damages of any kind or nature which may hereafter be made against Lessor due to any personal injuries (including wrongful death) or property damage resulting from the use of the Leased premises, and for his purpose Lessee shall procure and maintain in effect for the term of this

Agreement, with insurance carriers acceptable to Lessor, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport. The policy limits of the Public Liability Insurance shall be not less than One Million Dollars (\$1,000,000.00) for any one accident involving injury (including wrongful death) to more than one person, with Property Damage Insurance of not less than One Million Dollars (\$1,000,000.00) for any one accident. The Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to hangar keeper's liability, blanket contractual, independent contractors and aviation non-ownership. All policies shall include the Lessor as an additional insured as its interests appear. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed regularly and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports.

K. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

ARTICLE VI OBLIGATIONS OF LESSOR

A. OPERATION AS A PUBLIC AIRPORT. Lessor covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. MAINTENANCE BY LESSOR. Lessor will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee set forth in the Agreement. In no event, however, shall Lessor be required to maintain or repair damage caused by the negligent or willful act of Lessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Lessee, its agents, servants, invitees or customers, there

is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by the Lessee so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessor shall repair the damage with due diligence at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such time as such building and space shall be restored. In case the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, either party shall have the right to terminate this Lease upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.

ARTICLE VIII TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. TERMINATION. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after the happening of one or more of the following events:

1. The permanent abandonment of the Airport;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee for a period of at least ninety (90) days from operating thereon;
3. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee or written notice to remedy the same.

C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

D. TERMINATION BY LESSOR. Lessor may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of fifteen (15) days after the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. Filing a voluntary or involuntary petition in bankruptcy;
4. Abandon the Leased Premises;
5. Default in the performance of any of the covenants, agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of fifteen (15) days after receipt of written notice from Lessor of said default;
6. Appointment of receiver for Lessee;
7. Violation of Lessor rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of fifteen (15) days after receipt of written notice from Lessor of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section C of this Article (Termination by Lessor), a notice of termination shall be sufficient to terminate this Agreement; and, upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to Lessor. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Lessor.

F. SUBLETTING AND ASSIGNMENT. Except for the maintenance and storage of aircraft, and office space related to the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor.

Lessee may, with the prior written consent of Lessor, assign this Agreement; but in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The

assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

ARTICLE IX RIGHTS UPON TERMINATION

A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Lease and thereafter.

B. **REMOVAL OF PERSONAL PROPERTY.** At the termination of the Lease for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, the Lessor shall have the right, upon thirty (30) days notice, to require the Lessee at the Lessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Lessee shall repair at the Lessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

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

ARTICLE X GENERAL PROVISIONS

A. **LESSOR'S RESERVED RIGHTS.**

1. Lessor at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may

be required as a condition precedent to the expenditure or reimbursement to Lessor for federal funds for the development of the Airport.

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

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

C. NON-EXCLUSIVE RIGHT. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all activity of an aeronautical nature.

D. ATTORNEY'S FEE. If action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

E. WAIVER OF JURY TRIAL/VENUE. It is mutually agreed by and between Lessee and City that each of the parties do hereby waive trial by jury in any action proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of reasonable attorney's fees, including those incurred in appellate proceedings.

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

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

H. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Director of Aviation at:

Kissimmee Municipal Airport
301 N. Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

and notices, consents and approvals to Lessee addressed to:

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

I. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the state of Florida.

J. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

The parties now sign this Agreement this 29th day of July, 1998.

CITY OF KISSIMMEE, FLORIDA

Frank Atkinson
Mayor

ATTEST:

Janice L. Yeary
City Clerk

LESSEE

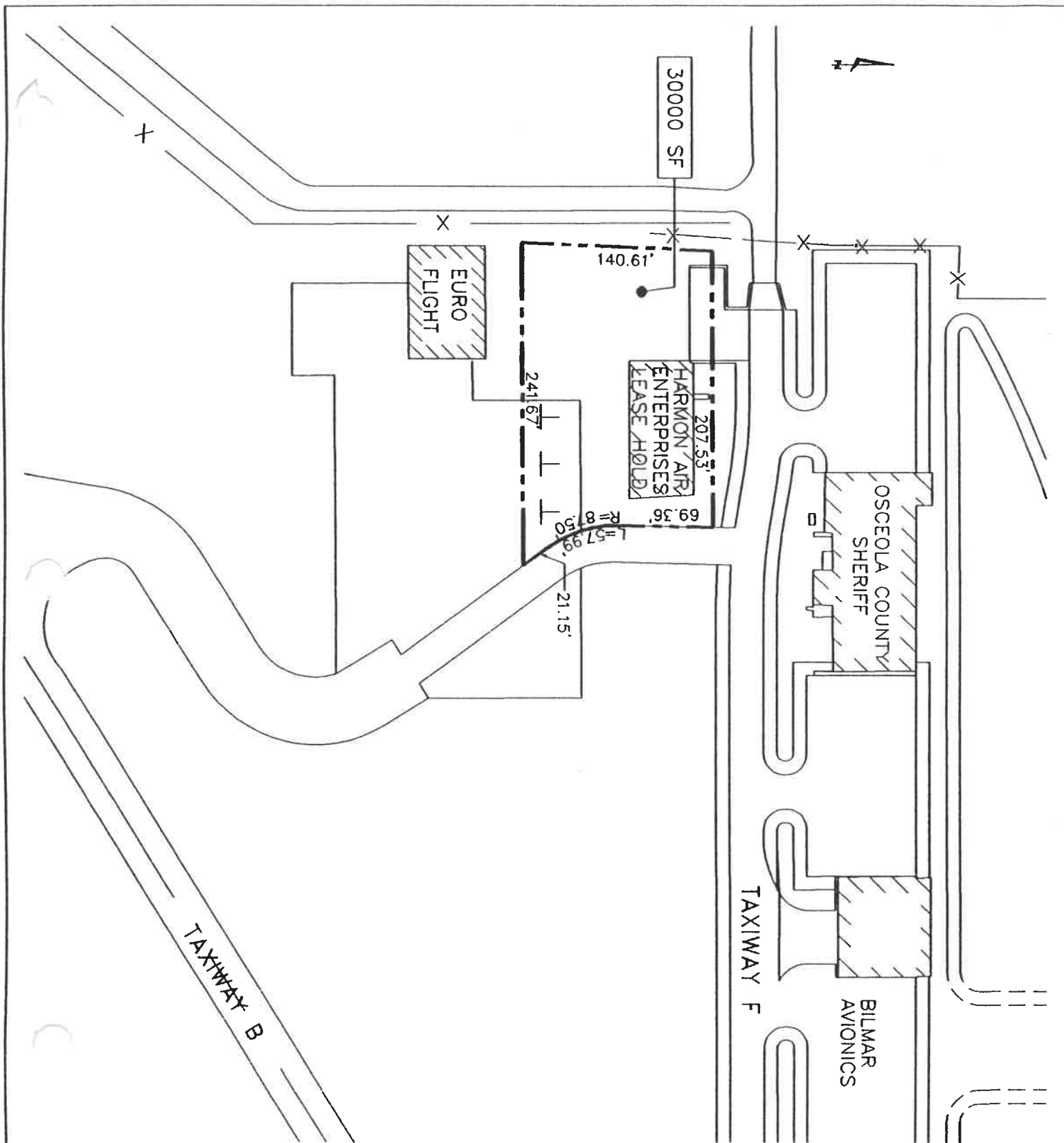
David R. Harmon
Title

ATTEST:

Approved as to form and correctness
this 5th day of August, 1998.

L. R. Small
City Attorney

A:\4thStreetTenantDisk\Harmon.lse 8/1/98



PROJECT NO.
88801
TASK 62

CADD NO.

TASK62

Hoyle, Tanner & Associates, Inc. 

3452 LAKE LYNDA DRIVE, SUITE 151, ORLANDO, FL 32817
(407) 380-1919

CHKD. BY
CVO

DR. BY
JLC

DES. BY
CVO

DATE:
6/30/98

SCALE:
1"=100'

KISSIMMEE AIRPORT
KISSIMMEE, FLORIDA

**HARMON AIR
ENTERPRISES LEASE HOLD**

EXHIBIT

B

SHEET 1 of 1

EXTENSION AND AMENDMENT OF LEASE
BETWEEN CITY OF KISSIMMEE AND
STALLION 51 MAINTENANCE OPERATIONS, INC.

THIS Amendment and Extension of Lease is made this 15th day of March 2009, by and between, the City of Kissimmee, a municipal corporation; (hereinafter referred to as City) and Stallion 51 Maintenance Operations, Inc., a Florida corporation; (hereinafter referred to as Stallion) and each represents as follows:

WITNESSETH

WHEREAS: The City and Harmon Air Enterprises previously executed an indenture of Lease dated August 1, 1998, hereinafter referred to as "Original Lease", wherein the City leased unto Harmon Air Enterprises certain real property located at Kissimmee Gateway Airport, such real property hereinafter referred to as the "Leased Premises."; and

WHEREAS: Harmon Air Enterprises previously executed an Assignment of Lease dated April 24, 2001, wherein Harmon Air Enterprises assigned its rights and obligations with respect to the Leased Premises to Stallion and the City having previously given its consent to same; and

WHEREAS: Stallion wishes to extend that Original Lease and City wishes to allow for same.

NOW THEREFORE, In consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged and received between the parties, the receipt and sufficiency of which is hereby acknowledged, the undersigned jointly and severally for themselves, successors and assigns, do hereby declare, covenant and agree as follows:

1. **Term:** The term of the Original Lease for the Leased Premises, dated August 1, 1998, is hereby extended to expire on July 31, 2020.
2. **Utilities:** City shall arrange for and provide for the connection of the facilities located on the Leased Premises to be connected to the City sewer system. Upon the connection of same, Stallion agrees to reimburse City for all costs and expenses incurred for same. Stallion further agrees to be responsible for all further monthly sewer utility costs.
3. **Rent:** The monthly lease payment due under this extension will be in the amount of \$1,887.16, plus sales tax and all additional assessments, taxes and all applicable fees, including those currently in place and any which may be imposed in the future, including but not limited to fire fees, stormwater fees and the like. Lessee agrees that the current rate of sales tax is seven percent (7%) but is subject to increase. The monthly rent payable by Lessee to the Lessor for its use of the leased premises shall continue at the current rate until increased by the CPI at the designated intervals below. All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the Lessor may direct Lessee in writing. A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. Receipt of late fee is not a waiver of the default, but is additional costs incurred by the Lessor for the Lessee's failure to perform.

For Lease Book -

~~ORIGINAL~~

STSI lease ext. air

STSI maintenance

Lessor and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the United States Department of Labor, Bureau of Labor Statistics, Index of Consumer Prices. In 1993, 1998, 2003, 2008 and every five (5) years thereafter, the parties hereto will compare the price index for said year with the price index for 2000 and the annual rental payments shall be increased in the same proportion as said price index has increased with the price index for 2000.

4. **Amendment to Original Term:** The last line in Article III Rentals (B) of the Original Lease is hereby amended to read: "It is agreed by the parties that the minimum monthly rental payable for any fiscal year shall never be less than One Thousand Eight Hundred Eighty Seven Dollars and Sixteen Cents (\$1887.16) plus sales tax."
5. **Attorney Fees, Venue, Jury Trial:** Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.
6. **General Provisions:** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and, it shall serve as a mutual agreement in writing by them to terminate any pre-existing agreement entered into by them with respect to the same subject matter, such termination to be effective immediately upon the execution by them of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute an instrument.

Whenever the context shall require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. The parties acknowledge and agree that each party has reviewed this Agreement and that any rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of this Agreement or any amendment, exhibit or schedule hereto.

Any party may, at its discretion, waive in writing any or all of the conditions herein contained to which its obligations hereunder are subject provided that neither failure nor delay on the part of a party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any singular or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default.

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt requested, addressed to:

CITY:

KISSIMMEE GATEWAY AIRPORT
AIRPORT DIRECTOR
301 N. DYER BLVD., SUITE 101
KISSIMMEE, FL 34741

LESSEE:

STALLION 51 MAINTENANCE OPERATIONS, INC.
3951 MERLIN DR.
KISSIMMEE, FL 34741

7. **Other Provisions:** All other provisions of the original lease agreement dated August 1, 1998 not in conflict with amendment shall remain in full force and effect. Except as hereby amended, the Original Lease shall remain in full effect and binding on the City and Stallion 51. Specifically, all other terms and clauses of the existing lease shall remain the same and will continue to be in force as to the Leased Premises, as expanded by this Addendum.
8. The effective date of this Addendum shall be March 10, 2009.

IN WITNESS WHEREOF, the parties have executed this agreement at Kissimmee, Florida on this 10 day of March, 2009.



ATTEST:

Desiree Matthews
City Clerk: Desiree Matthews

CITY OF KISSIMMEE, FLORIDA

Jim Laro
Mayor/Commissioner

Approved as to form and legality
This 11 day of March, 2009.

John Smallwood
City Attorney

LESSEE

Stallion 51 Maintenance Operations, Inc.

Peter C. Landersbach
By: Peter Landersbach
As: President

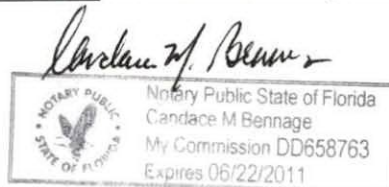
ATTEST:

Richard Landersbach Steven E. Larmore
Witness: RICHARD LANDERSBACH Witness: Steven E. Larmore

State of: Florida
County of: Osceola

The foregoing instrument was acknowledged before me on this 2nd day of March, 2009, by Peter Landersbach. He/She is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

NOTARY SEAL:



EXTENSION AND SECOND AMENDMENT OF LEASE
BETWEEN CITY OF KISSIMMEE AND
STALLION 51 MAINTENANCE OPERATIONS, INC.

THIS Second Amendment and Extension of Lease is made this 7th day of July 2020, by and between, the **City of Kissimmee**, a municipal corporation; (hereinafter referred to as City) and **Stallion 51 Maintenance Operations, Inc.**, a Florida corporation; (hereinafter referred to as Stallion) and each represents as follows:

WITNESSETH

WHEREAS, on August 1, 1998, the City and Harmon Air Enterprises Inc. executed a Lease Agreement, hereinafter "Original Lease", wherein the City leased unto Harmon Air Enterprises certain real property ("Hanger #3) located at Kissimmee Gateway Airport, hereinafter "Leased Premises."; and

WHEREAS, on April 24, 2001, Harmon Air Enterprises executed an Assignment of Lease assigning its rights and obligations with respect to the Leased Premises to Stallion, with the consent of the City; and

WHEREAS, on March 10, 2009, the Original Lease was amended and extended by mutual agreement of the City and Stallion, with the term ending on July 31, 2020; and

WHEREAS, the parties hereto desire to execute this Second Amendment to extend the Original Lease for an additional five year term;

NOW THEREFORE, in consideration of the mutual promises, covenants and the good and valuable monetary consideration all hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. **Term:** The term of the Original Lease for the Leased Premises, dated August 1, 1998, is hereby extended to expire on July 31, 2025.
2. **Utilities:** Stallion shall assume and pay all costs and charges for utility services.
3. **Rent:** The monthly lease payment due under this extension will be in the amount of \$2,210.09, plus sales tax and all additional assessments, taxes and all applicable fees, including those currently in place and any which may be imposed in the future, including but not limited to fire fees, stormwater fees and the like. Lessee agrees that the current rate of sales tax is seven percent (7%) but is subject to increase. The monthly rent payable by Lessee to the Lessor for its use of the leased premises shall continue at the current rate until increased by the CPI at the designated intervals below. All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the Lessor may direct Lessee in writing. A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. Receipt of late fee is not a waiver of the default, but is additional costs incurred by the Lessor for the Lessee's failure to perform.

Lessor and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the United States Department of Labor, Bureau of Labor Statistics, Index of Consumer Prices. In 1993, 1998, 2003, 2008 and every five (5) years thereafter, the parties hereto will compare the price index for said year with the price index for 2000 and the annual rental payments shall be increased in the same proportion as said price index has increased with the price index for 2000.

4. **Amendment to Original Term:** The last line in Article III Rentals (B) of the Original Lease is hereby amended to read: "It is agreed by the parties that the minimum monthly rental payable for any fiscal year shall never be less than Two Thousand Two Hundred Ten Dollars and Nine Cents (\$2,210.09) plus sales tax."
5. **Attorney Fees, Venue, Jury Trial:** Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.
6. **General Provisions:** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and, it shall serve as a mutual agreement in writing by them to terminate any pre-existing agreement entered into by them with respect to the same subject matter, such termination to be effective immediately upon the execution by them of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute an instrument.

Whenever the context shall require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. The parties acknowledge and agree that each party has reviewed this Agreement and that any rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of this Agreement or any amendment, exhibit or schedule hereto.

Any party may, at its discretion, waive in writing any or all of the conditions herein contained to which its obligations hereunder are subject provided that neither failure nor delay on the part of a party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any singular or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default.

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt requested, addressed to:

CITY:

KISSIMMEE GATEWAY AIRPORT
AIRPORT DIRECTOR
401 DYER BLVD.
KISSIMMEE, FL 34741

LESSEE:

STALLION 51 MAINTENANCE OPERATIONS, INC.
3951 MERLIN DR.
KISSIMMEE, FL 34741

7. **No Further Modifications.** Except to the extent expressly modified or amended by this Second Amendment, the Original lease Agreement dated August 1, 1998, shall remain in full force and effect and binding upon the parties, and is hereby ratified and affirmed. To the extent of any inconsistency between the Amendment and the Original Lease, the terms and conditions of the Original Lease shall control.

Specifically, all other terms and clauses of the existing lease shall remain the same and will continue to be in force as to the Leased Premises, as expanded by this Addendum.

8. The effective date of this Addendum shall be August 1, 2020.

IN WITNESS WHEREOF, the parties have executed this agreement at Kissimmee, Florida on this 7th day of July 2020.

CITY OF KISSIMMEE, FLORIDA

ATTEST:

Linda S Hansell
City Clerk: Linda S Hansell

[Signature]
Mayor-Commissioner

Approved as to form and legality
This 7th day of July, 2020.

[Signature]
City Attorney

LESSEE

Stallion 51 Maintenance Operations, Inc.

Peter C. Lauderback
By: Peter C. Lauderback
As: President

ATTEST:

[Signature]
Witness: John E. Lauderback

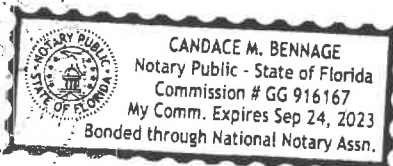
Richard Lauderback
Witness: RICHARD LAUDERBACK

State of: Florida
County of: Osceola

The foregoing instrument was acknowledged before me on this 26th day of June, 2020, by Peter C. Lauderback. He/She is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

NOTARY SEAL:

Candace M. Bennage
6/26/2020



City Clerk's Office Processing Form

RECEIVED BY
CITY OF KISSIMMEE

JUL 01 2020

CITY CLERK'S OFFICE

Do not write in this box.

Date: 6/30/2020

Requestor's Name: Darlene Roucoulet Department: Airport

Phone/Extension: 2505

Title of Document: EXTENSION AND SECOND AMENDMENT OF LEASE

Project Name: BETWEEN CITY OF KISSIMMEE AND STALLION 51 MAINTENANCE OPERATIONS, INC.

Number of Originals/Copies: 2 Originals

Requested Processing: (Please check all that apply)

■ Agenda Date: 7/7/2020 Item # 2020-1515 (i.e. # 2019-1102) ✓

■ Sign and Return – (please circle) CA / CM / Mayor / City Clerk / Notary

□ Recording with Clerk of the Courts (Charge Department: _____)

□ Vault Retention

□ Laserfiche Scan and Retain

■ Laserfiche Scan (Official Records) and Return

□ Certified Copy (Resolutions / Ordinances)

Comments:

Please have 2 original Lease Extension documents signed and scanned to official records.

Please have both sent back to the airport.

Return document to: Airport Darlene Roucoulet
(Department) (Staff)

Number of originals/copies to be returned: 2 Originals

----- To be completed by the Clerk's Office -----

Processed by: A. Hansell Date: 7/9/2020

☒ Complete; no additional action necessary. ☐ _____

□ Please returned fully executed original to the City Clerk for scanning. Thanks.

ITEM 7.D

Accept Urban and Community Forestry Hurricane Recovery Grant

Request

Accept the Urban and Community Forestry Hurricane Recovery Grant, amend the budget accordingly and authorize the City Manager to sign any documents related to the grant, Grant # UCFHRG.

Explanation

The Florida Department of Agriculture and Consumer Services, Florida Forest Services (FFS) has awarded the City funds through the Urban Forest Improvement and Resilience Project which will assist with planting storm-resistance species of trees that would provide tangible benefits to Floridians through energy reduction, mitigating urban heat and stormwater runoff avoidance. This grant will be used to pilot landscaping for City medians beginning with the section of Oak Street from Vine Street (192) to Main Street. This landscaping will be approximately 100 trees from the resilient plant list and create a stable consistent image that will withstand Central Florida weather and traffic elements.

The grant is for \$50,000 and the City will match with \$12,500 for a total project cost of \$62,500.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150206-506494	PR2512	Decrease	\$10,000	
00150406-506393	FORTUNE22	Decrease	\$1,777	
00150206-506494	PR2509	Decrease	\$723	
00150206-506393	UCFHRG	Increase	\$12,500	
15050206-506393	UCFHRG	Increase	\$50,000	
15000331-331700		Increase	\$50,000	

Financial Summary:

A budget adjustment will be made to the grant funds with an increase in the project and an increase in revenue. A budget transfer will be made for the City Match from leftover capital project funds into the project UCFHRG. These two transactions will give the overall project funds of \$62,500.

Recommendation

Approval to accept Urban and Community Forestry Hurricane Recovery Grant, amend the budget accordingly, and authorize the City Manager to sign any documents related to the grant.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation
Presenter:

Attachment(s):

1. 32726 City of Kissimmee



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on 7/15/2025, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and the City of Kissimmee, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated December 20, 2024, (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$50,000.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
 - a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
 - b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
 - c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of August, 2026 (Term).
2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.
- b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

- a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.
- b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

- a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.
- b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.
- b. The Subrecipient shall submit the payment request packet to the Recipient's Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient's Application.
- c. All reimbursement requests must be submitted using the Recipient's standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

- d. The payment request packet is downloadable from <https://forms.fdacs.gov/02019.pdf>.
- e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this Agreement will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be specified in this Agreement.
- g. \$50,000.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.
- h. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.
- d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.
 - (1) Reimbursement Request Form with required backup documentation.
 - (2) Final Report - brief paragraph on letterhead summarizing what was accomplished with the grant funding.
 - (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
 - (4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
 - (5) Certification of Acceptance executed by a Florida Forest Service official.

- e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR 200.80
- b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

- a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient's performance of the Scope of Work, including the completion of Deliverables.
- b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

- a. The Subrecipient shall have an acknowledgement of the U.S.D.A. Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research

instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The Subrecipient acknowledgement must contain a disclaimer which states: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the U.S.D.A. Forest Service."
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the U.S.D.A. Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the U.S.D.A. Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.
- f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.
- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.
2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.
2. The Subrecipient must have documented procurement procedures.
3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from <https://forms.fdacs.gov/02018.pdf>.
2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.
3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.
5. The Recipient will give 48 hours' notice of any on site review.
6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.
7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.
- b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

- a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.
- b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:
 - (1) Keep and maintain public records required by the Recipient to perform the service.
 - (2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.
 - (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 period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.
 - (4) Upon completion or termination of the contract, transfer, at no cost, to the Recipient all public records in possession of the Subrecipient or keep and maintain public records required by the Recipient to perform the service. If the Subrecipient transfers all public records to the Recipient upon completion or termination of the contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Recipient, upon request from the Recipient's custodian of public records, in a format that is compatible with the information technology systems of the Recipient.
- c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.
- d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this Agreement.

2. Termination

- a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.
- b. The Recipient may suspend or terminate this Agreement if the Subrecipient:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails to timely fulfill its obligations under the Agreement;
 - (3) Improperly or illegally uses funds provided under this Agreement; or
 - (4) Submits reports that are incorrect in any material respect.

K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.
2. Post-close Out Adjustments
 - a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions
 - a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
 - b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
 - c. Audit provisions are not required for a Subrecipient who is an individual.
 - d. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
 - e. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
 - f. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.
2. Basis for Determining Federal Awards Expended
 - a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.
 - b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.
- b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.
- b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.
- c. The Subrecipient shall promptly follow up and take corrective action on audit findings.
- d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

- d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.
- e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.
- c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.
- d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.
- e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://www.fac.gov/>.
- f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

M. GENERAL CONDITIONS

- 1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.
- 2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees,

partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.
4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.
7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.
9. The Subrecipient acknowledges it has completed the certification regarding lobbying.
10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any

subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.

11. The Subrecipient will comply with section 20.055, F.S.
12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.
14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.
15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.
16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.
17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.
18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), Article I (entitled "RECORD RETENTION AND ACCESS"), Article K (entitled "CLOSE OUT"), and Article L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this Agreement.
19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21. Administration of Agreement.

The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

The Grant Manager for the Subrecipient is Steve Lackey and is located at 101 Church Street, Kissimmee, Florida 34741.

Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.
2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](https://forms.fdacs.gov/01324.pdf) located at <https://forms.fdacs.gov/01324.pdf> in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.
3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds form \(FDACS-01317\)](https://forms.fdacs.gov/01317.pdf) located at <https://forms.fdacs.gov/01317.pdf> no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.
2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.
3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.
4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.
5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](https://forms.fdacs.gov/01364.pdf) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from U.S.D.A. Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-009, and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.664, Cooperative Forestry Assistance.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

SUBRECIPIENT

Joey B. Hicks
Signature

Director of Administration
Title

7/14/2025
Date

MUSA
Signature

City Manager
Title

7/15/2025
Date

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009			2. Subrecipient FEIN: 596000348		
3. Subrecipient Legal Name: City of Kissimmee					
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.					
Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	1	Urban Forest Improvement and Resilience Plant Schedule	Plant trees from resilient plants in the medians on Oak Street	\$62,500	Approximately 100 trees to be planted on Oak Street of resilient species
Describe in detail the activity or work to be conducted.					
Deliverable 1: Urban Forest Improvement and Resilience Plant Schedule: The City of Kissimmee will hire a contractor to plant approximately 100 trees from resilient plant lists in the medians of Oak Street in Downtown Kissimmee. The City of Kissimmee is piloting a new median landscape concept to not only enhance the City’s image but also withstand the central Florida weather and traffic. The goal is to renovate the medians on Oak Street from Vine Street (Route 192) to Main Street. The intent is to be stable and consistent across the medians in order to handle the weather, especially hurricanes, exhaust from cars, and general debris and dirt that is pushed to the medians from traffic. To enhance resilience and mitigate the impacts of severe weather, Kissimmee continues to prioritize storm preparedness and integrate urban forest management into its strategies. As part of this effort, the City is requesting \$50,000 from the Florida Department of Agriculture and Consumer Services (FDACS) Urban and Community Forestry - Hurricane Ian Recovery Grant Program, with a local match of \$12,500, for a total project budget of \$62,500. This initiative aims to plant approximately 100 resilient tree species along Oak Street in Downtown Kissimmee. A consultant, certified by the International Society of Arboriculture (ISA) as a Certified Arborist and holding the Tree Risk Assessment Qualification (TRAQ), will collaborate with the City’s newly hired Forester to implement the project.					

Trees/palms will be Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards). The trees will be chosen from the following list of wind-resistant tree species:

Urban Forest Improvement and Resilience Plant Schedule			
ID	Botanical Name	Common Name	Scheduled Size
Trees			
Tax dis	<i>Taxodium distichum</i>	Bald Cypress	100 gal, 14-16' Ht, 8'-12' Spr
Mag vir	<i>Magnolia grandiflora</i>	Magnolia	100 gal, 11-12' Ht, 6-6.5' Spr
Que vir	<i>Quercus virginiana</i>	Live Oak	100 gal, 15-17' Ht, 4-6' Spr
Lag ind	<i>Lagerstroemia indica</i>	Crepe Myrtle	100 gal, 14-16' Ht, 6-8' Spr
Shrubs			
Zam flo	<i>Zamia floridana</i>	Coontie Palm	03 gal, 14-16" Ht, 10-12" Spr
Zam fur	<i>Zamia furfuracea</i>	Cardboard Palm	07 gal, 34-36" Ht, 28-30" Spr
Ilx cor	<i>Ilex cornuta</i>	Holly Burford Dwarf	03 gal, 12" Ht, 12" Spr
Cod var	<i>Codiaeum variegatum</i>	Croton	03 gal, 16-18" Ht, 16-18" Spr
Pod mac	<i>Podocarpus spp.</i>	Podocarpus	07 gal, 28-32" Ht, 14-16" Spr
Grasses			
Muh Cap	<i>Muhlenbergia capillaris</i>	Muhly Grass	01 gal, 20-24" Ht, 6-8" Spr
Tti Dac	<i>Tripsacum dactyloides</i>	Fakahatchee "Dwarf"	01 gal 18-20" Ht, 6-8" Spr
Groundcover			
Lir mus	<i>Liriope muscari</i>	Liriope 'Super Blue'	01 gal, 12-14" Ht, 8-10" Spr
Ara gla	<i>Arachis glabrata</i>	Peanut 'Ecoturf'	1 qt, 8-10" Ht, 4-6" Spr
Jun con	<i>Juniperus conferta</i>	Pacific Blue'	03 gal, 10-12" Ht, 8-10" Spr
Palms			
Sab pal	<i>Sabal palmetto</i>	Sabel Palm	Field Grown 12' CT
Wod bif	<i>Wodyetia bifurcata</i>	Foxtail Palm	050 gal 10-12' Ht, 6-6.5' Spr

These are the steps the contractor will follow for purchasing and planting the trees in the City of Kissimmee:

- **Site Preparation:** Evaluate the median’s soil quality, drainage, and existing conditions to ensure it can support healthy tree growth. Clear the area of debris, compacted soil, or obstructions, and make any necessary amendments to improve soil fertility and drainage.
- **Tree Selection and Placement:** The Contractor will work with the City arborist to choose tree species that are wind-resistant, drought-tolerant, and suitable for urban environments. Working together, they will plan the layout to ensure proper spacing, avoiding interference with utilities, traffic sightlines, and existing infrastructure.
- **Planting:** Dig planting holes that are two to three times the width of the tree’s root ball but not deeper than its height. Place the tree carefully into the hole, backfill with soil, and gently tamp down to eliminate air pockets. Ensure the tree is planted at the correct depth, with the root flare slightly above ground level.
- **Initial Care and Stabilization:** Provide adequate watering to establish the tree, particularly during the first few weeks. Install stakes if needed to stabilize the tree against wind or traffic-induced vibrations. Apply mulch around the base to retain moisture and regulate soil temperature, leaving space around the trunk to prevent rot.

After the trees are planted, the contractor will oversee their care during the 60-day grow-in period. This will involve conducting daily inspections and watering the trees at least twice a week, with additional watering as needed if rainfall is insufficient during this time. The grow-in phase is expected to be completed within two months, while the overall project timeline is six months.

Once the grow-in period is complete, the trees will be incorporated into the City’s landscape maintenance plan. Detailed information regarding this ongoing care can be found in the 3-Year Tree Maintenance Plan included with this application.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009					2. Subrecipient FEIN: 596000348		
3. Subrecipient Legal Name: City of Kissimmee							
Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total Estimated Budget	*Grant Dollars	*Match Dollars
Personnel							
Fringe Benefits							
Travel (if authorized)							
Equipment (if authorized)							
Supplies							
Contractual (if authorized)	\$0	\$31,250	\$0	\$31,250	\$62,500	\$50,000	\$12,500
Other Expenses							
Total Direct Charges	\$0	\$31,250	\$0	\$31,250	\$62,500	\$50,000	\$12,500
Indirect Charges							
Total Amount	\$0	\$31,250	\$0	\$31,250	\$62,500	\$50,000	\$12,500

* Note: For the grant dollars and match dollars columns of your budget plan, indicate total grant and total match dollars for each category.

- Description of community -- the current state and needs of the community and the urban forest baseline. Current tree canopy data from an inventory or assessment, community needs, priority areas, and a review of current policies and procedures for tree planting and maintenance are examples of items that should be included in this section.
- Vision for the urban forest – the desired future state of the urban forest in the community. This should reflect the overall goal the plan hopes to achieve.
- Strategic Plan – specific goals, objectives, and actions based upon the current conditions and identified needs to achieve the vision for the urban forest.
- Urban forest storm preparedness and mitigation – a section specifically addressed to guide future management of vegetative debris in natural disasters, along with mitigating the risk to the public from debris in future disasters.
- Implementation Plan – a document that assigns specific dates and responsibilities for the actions and goals of the strategic plan.
- Monitoring Plan -- a written system to measure progress and assess the overall effectiveness of the Urban Forest Management Plan.

Additional sections of the plan that you may wish to incorporate and that are acceptable through this grant include:

- Urban wood utilization
- Urban heat mitigation
- Health impacts from urban trees

Additional Requirements for project categories:

Tree Planting Requirements

1. Trees/palms (including those planted as part of the local match) must be at least Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards).
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1½ inch caliper, in at least a 15-gallon container.
4. At least four species native or naturalized to the area; suitable for the site; and objective must be planted. No species may represent over 25% of the total number of trees planted during the project.
5. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60-day grow-in period.
6. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species **may not** be planted as any part of this grant program. The list may be found at <https://floridainvasivespecies.org/>
7. Maximum allowable cost per individual tree or palm is \$600, which can be split between grant and match for purchasing and planting.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species. Applicants interested in using multi-stemmed species should submit their application with any proposed

- species, and acceptance of the application will indicate acceptance of this species' utilization, unless otherwise notified.
10. A maximum of \$15 per tree may be spent on planting materials during the 60-day grow-in period only.
 11. Purchase and planting of shrubs and ground covers in conjunction with tree planting may only serve as a matching cost, and as such cannot be reimbursed.
 12. Proposals must include the following information:
 - a. Location map.
 - b. Minimum of three color photographs of the planting site.
 - c. Detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
 - d. Written approval from the Florida Department of Transportation for planting and maintenance on the State right-of-way, if applicable.
 - e. Three-year maintenance plan to be carried out by the grant recipient at their expense. Maintenance costs incurred after certification by the Florida Forest Service are ineligible for reimbursement.
 - f. Resolution by the managing agency of the property (if different from the applicant) which states that they concur with the grant proposal and maintenance plan.
 13. Sixty-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of the final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.
 14. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to <https://hort.ifas.ufl.edu/woody/> for additional guidance.
 15. After tree planting is completed, an iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and a free program that can be found at <https://design.itreetools.org/>.

Tree Maintenance Requirements:

1. All work must be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist, preferably on the staff of the managing agency, but if the agency is using a contractor to conduct maintenance, the certified arborist could be on the staff of the selected contractor or hired as an independent entity.
2. Proposals must include a site map showing the areas in which maintenance will be conducted and what maintenance will be done on each tree receiving work in the selected area.
3. Proposals must include color photographs of each site in which maintenance will be conducted with a caption indicating the maintenance actions that are planned to be taken.
4. If selected, applicant(s) must provide before and after pictures of each pruning or removal action taken to show the cause for the work, and that the proper work was completed.
5. Written approval is required (as part of the proposal) from the Florida Department of Transportation for maintenance on any state right-of-way.
6. All work conducted must follow ANSI A300 and Z133 standards for best management practices found at [International Society of Arboriculture \(isa-arbor.com\)](http://International Society of Arboriculture (isa-arbor.com))
7. This work is directly for increasing storm resiliency and reducing public risk. Maintenance projects shall not include traffic-clearance oriented pruning work. All



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mike Steigerwald city Manager

FDACS# 32726

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

MUSA

7/15/2025

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Mike Steigerwald city Manager

FDACS# 32726

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

MUSA

7/15/2025

SIGNATURE OF REPRESENTATIVE / DATE

ITEM 7.E

Resolution to Designate the City Manager as the Administrative Official to Approve Plats

Request

Adoption of the Resolution designating the City Manager as the administrative official authorized to approve plats and replats.

Explanation

Senate Bill 784 amended Section 177.071 of the Florida Statutes to require that plats and replats be approved administratively, without further action by a municipality's governing body. Under Section 177.071(1)(a), Florida Statutes, the local governing body must designate, by resolution or ordinance, an administrative authority to receive, review, process, and approve final plats and replats. Section 177.071(1)(b) outlines which municipal officers or employees may serve in this role. This Resolution designates the City Manager as the administrative authority for approving plats and replats.

Recommendation

Adoption of the Resolution designating the City Manager as the administrative official authorized to approve plats and replats.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) - Resolution No. 25-XXX (Administrative Authority SB 784)
2. Senate Bill 784

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE OFFICIAL AUTHORIZED TO APPROVE PLATS AND REPLATS COMPLIANT WITH THE REQUIREMENTS OF SECTION 177.091, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, SB 784 amended Section 177.071, *Florida Statutes* to require that plats or replats be administratively approved without any further action or approval by the governing body of a municipality; and

WHEREAS, Section 177.071(1)(a), *Florida Statutes* requires the local governing body to designate, by resolution or ordinance, an administrative authority to receive, review, process, and approve a final plat or replat; and

WHEREAS, Section 177.071(1)(b), *Florida Statutes* enumerates municipal officers or employees qualified to be designated as the administrative authority for purposes of plat and replat approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA:

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Kissimmee, hereby designates the City Manager as the administrative authority for purposes of approving plat and replats on behalf of the City, as required by Section 177.071(1)(a), *Florida Statutes* (2025).

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED THIS 5th DAY OF AUGUST 2025.

**CITY COMMISSION OF THE CITY OF
KISSIMMEE, FLORIDA**

By: _____
Jackie Espinosa, Mayor

ATTEST:

Tameara Crespo, City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS**

Olga Sanchez de Fuentes, City Attorney

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1
2 An act relating to platting; amending s. 177.071,
3 F.S.; requiring that certain plat or replat submittals
4 be administratively approved with no further action by
5 certain entities under certain circumstances;
6 requiring the governing body of such county or
7 municipality to designate an administrative authority
8 to receive, review, and process plat or replat
9 submittals; providing requirements for such
10 designation; defining the term "administrative
11 authority"; requiring the administrative authority to
12 submit a certain notice to an applicant; providing
13 requirements for such notice; requiring the
14 administrative authority to approve, approve with
15 conditions, or deny a plat or replat submittal in
16 accordance with the timeframe in the initial written
17 notice to the applicant; requiring the administrative
18 authority to notify the applicant in writing if it
19 declines to approve a plat or replat submittal;
20 requiring that the written notification contain the
21 reasons for denial and other information; prohibiting
22 the administrative authority or other official,
23 employee, agent, or designee from requesting or
24 requiring that the applicant request an extension of
25 time; amending s. 177.111, F.S.; conforming provisions
26 to changes made by the act; providing an effective
27 date.

28
29 Be It Enacted by the Legislature of the State of Florida:

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Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or

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replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this

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part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

~~(5)(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The

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circuit court clerk or other recording officer shall maintain in
his or her office a book of the proper size for such papers so
that they will ~~shall~~ not be folded, to be kept in the vault. A
print or photographic copy must be filed in a similar book and
kept in his or her office for the use of the public. The clerk
shall make available to the public a full size copy of the
record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

ITEM 7.F

Resolution to Accept Grant Funding from Florida Department of Transportation for Taxiway Alpha Design

Request

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) in the amount of \$48,000.00 for design engineering services for shifting Taxiway Alpha (TW A) 50 feet to the east and reconstructing pavement, marking and lighting. Master Grant No TwyA Dsg S.

Explanation

The Kissimmee Gateway Airport's Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Alpha (TW A). The Pavement Condition Index (PCI) rating evaluates pavement conditions assigning a scale, 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a "poor condition" and the current average number assigned to TW A varies 43-50. The project will improve lighting with new LED edge lights and directional signs. In addition, the project will shift the taxiway to the east 50 feet to accommodate the FAA design standards for the larger aircraft landing at the airport.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	Twy A-Dsgn	Increase	48,000	
47000334-334410	Twy A-Dsgn	Increase	48,000	
46170106-506393	Twy A-Dsgn	Decrease	12,000	20,943

Financial Summary:

Airport 2% Share allocated in AP2400 Taxiway D- Design, to use \$12,000; this is the Airport's match for this project. A budget transfer will be required to move these funds from Taxiway D – Design to Taxiway A- Design to create and fund this project.

The project cost is \$1,200,000
90% FAA (\$1,140,000)
8% FDOT (\$48,000)
2% Local match (Airport) (\$12,000)

Recommendation

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) in the amount of \$48,000.00 for design engineering services

City of Kissimmee

for shifting Taxiway Alpha (TW A) 50 feet to the east and reconstructing pavement, marking and lighting. Master Grant No TwyA Dsg S.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Resolution PTGA for Taxiway Alpha Design
2. (S) FDOT PTGA Taxiway Alpha Design

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds to Rehabilitate Taxiway A Design at Kissimmee Gateway Airport.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 457288-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of August 2025.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 457288-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A	DDR Federal Award Date: N/A Agency UEI Number:	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55052000531 Vendor Number: VF596000348026
Contract Number:			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Rehabilitate Taxiway A Design at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- ☒ Exhibit F: Contract Payment Requirements
☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,200,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$48,000 and, the Department's participation in the Project shall not exceed 4.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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19. Miscellaneous:

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

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and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James S. Stroz, Jr., P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design the rehabilitation/re-alignment, airfield markings, and lighting of Taxiway A and correct Runway to Taxiway offset from 350' to 400' to meet FAA standards. This project extends from Runway 15 to the North, south to the end of Runway 33, the full length of TW Alpha. Geometry problems at crossing taxiways will be corrected for fillets and the required 90-degree centerline entrance to Runway 15-33. Due to existing problems with direct buried cabling, the existing lighting and signs will be replaced with new cable in conduit and LED fixtures.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway A Rehabilitation/Re-Alignment Design: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, design of lighting, signage, and airfield markings, plans preparation and bid documents, and all incidentals included in the design of the taxiway rehabilitation/re-alignment project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

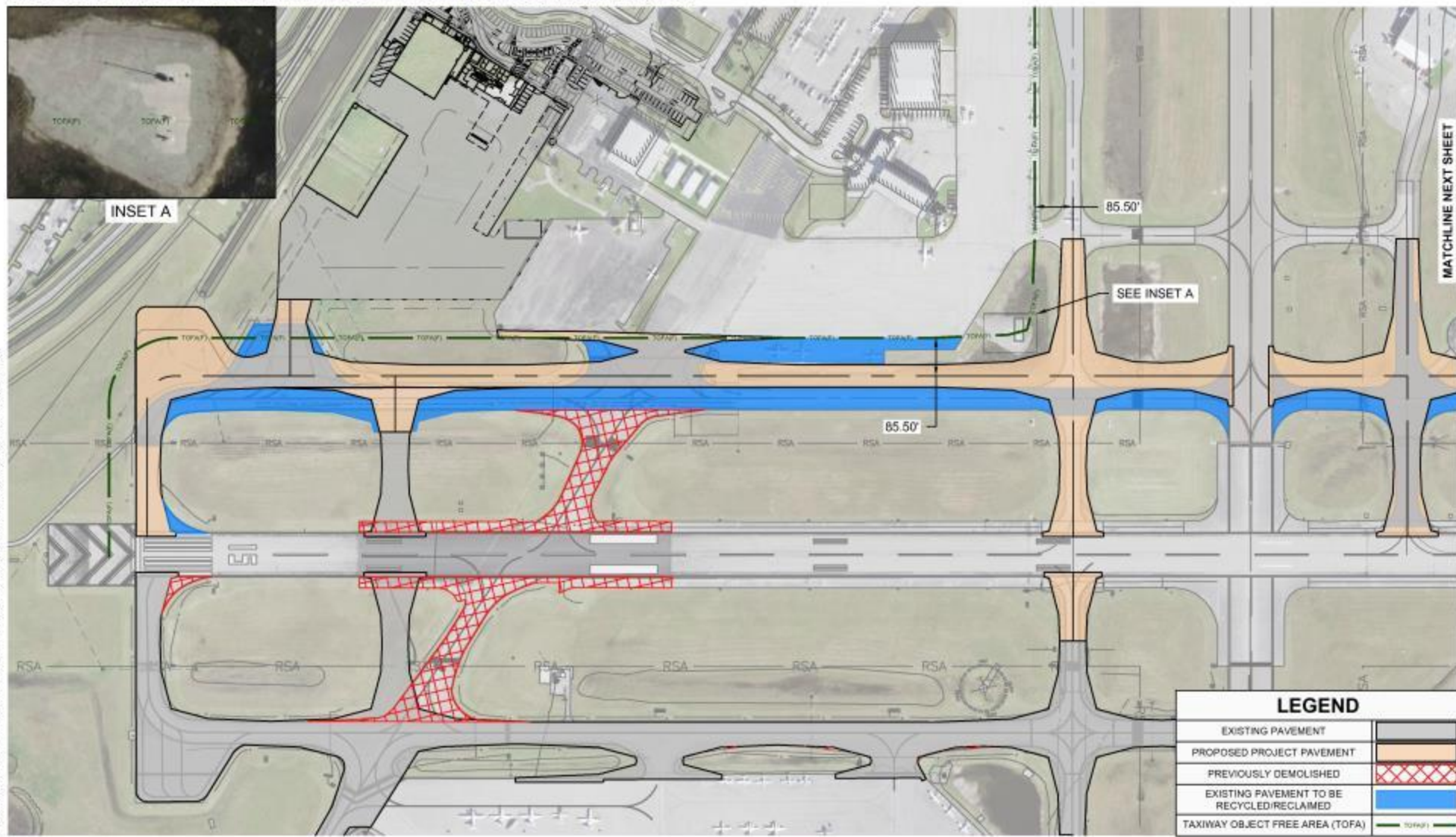
E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

PROPOSED TAXIWAY A NORTH REHABILITATION & RELOCATION PROJECT

SEPTEMBER 2024



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
457288-1-94-01	BIL	088719	2026	740100	N/A	N/A	\$1,140,000.00
457288-1-94-01	DDR	088719	2026	740100	N/A	N/A	\$48,000.00
457288-1-94-01	LF	088719	2026	740100	N/A	N/A	\$12,000.00
Total Financial Assistance							\$1,200,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$48,000.00	\$12,000.00	\$1,140,000.00	\$1,200,000.00	4.00	1.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$48,000.00	\$12,000.00	\$1,140,000.00	\$1,200,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

ITEM 7.G

Authorization to accept funding from the Florida Department of Law Enforcement Cyber Task Force Grant

Request

Authorize the Chief of Police to execute the FDLE Orlando Cyber/ESST Financial Assistance Agreement (Grant CYBER25) with the Florida Department of Law Enforcement (FDLE).

Explanation

The Kissimmee Police Department is a participating agency with the Cyber Task Force and Electronic Surveillance Support Team. FLDE has received grant funding for this purpose and has allocated up to \$12,500 to reimburse the City of Kissimmee for overtime and travel / training expenses to assist with these efforts. These funds will be under direct agreement with FDLE for the period 7/1/2025 through 6/30/2026.

Financial Information

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

Financial Summary:

This grant is a reimbursement grant with reports filed quarterly.

Recommendation

Approval to accept funding from FDLE in the amount of \$12,500

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):

1. FY-25-26 ESST Contract and MAA

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

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and [Click or tap here to enter text.](#) (herein referred to as "Recipient" or "Participating Agency"); and

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

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

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

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

WHEREAS, the Department has budget authority and available funds for the 2025-2026 fiscal year to reimburse the Participating Agency for eligible costs resulting from allowable activities as defined in this agreement incurred during the course of investigative operations;

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

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

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

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

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

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

OVERVIEW AND FUNDING

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

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

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

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

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

Deliverables, Performance and Reports

Task force members will conduct operations during the 2025-2026 state fiscal year according to the MAA. Task force members must be approved by FDLE's task force leader and must pass an FDLE background investigation. Activities shall be considered authorized only when approved and directed by an FDLE supervisor or command designee. FDLE's task force coordinator or designee shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement, including each operation's supervisor or designated leader.

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

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

Distribution and Payments

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

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

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

Budget Narrative

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

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

Overtime (Salaries and Benefits):

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

Expense – (Travel and Training):

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

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

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

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

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

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

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

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

Contract/Grant Manager:

Name: Brandon Durango
Phone Number: 407-518-5516
Email: brandon.durango@kissimmee.gov

Financial Contact

Name: Pamela Lynch
Phone Number: 407-847-0176 ext. 3208
Email: pamela.lynch@kissimmee.gov
Agency FEID Number: 596000348
Remit Address: 8 N. Stewart Ave.
Kissimmee, FL 34741

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

STANDARD TERMS AND CONDITIONS

Financial Expenditure Reports, Payment, and Invoice Requirements

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

Financial Consequences

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

Overpayments and Offsets

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

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

Financial Management

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

expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

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

Subcontracts

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

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

Conflict of Interest

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

Violations of Criminal Law

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

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

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

Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

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

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

Compliance with Statutes, Rules, and Regulations

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the FDLE which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Civil Rights

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

Lobbying Prohibited

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

Public Records

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

Notice of Legal Actions

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

Inspection and Retention of Records

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

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be

retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

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

Audits

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

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

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

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

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

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

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

The Department of Law Enforcement at:

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

The Auditor General's Office at:

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

Monitoring

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

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

Recipient's Confidential and Exempt Information

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

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

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

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

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and section 119.07(1), F.S.

In the event funds for payment pursuant to this agreement become unavailable, the Department may terminate this agreement with twenty-four (24) hour written notice in writing to the Recipient. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity.

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

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

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

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

E-Verify

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

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

but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

SIGNATURES

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

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

PARTICIPATING AGENCY: Click or tap here to enter text.

Signature: _____ DATE: _____

Name: Charles Broadway

Title: Chief of Police
Agency Head/Chief Official

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

Signature: _____ DATE: _____

Name: _____

Title: Special Agent-In-Charge REGION: _____

OFFICE OF CRIMINAL JUSTICE GRANTS

Signature: _____ DATE: _____

Name: _____

Title: Bureau Chief

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

**ORLANDO REGIONAL OPERATIONS CENTER
CYBER HIGH-TECH CRIME TASK FORCE
VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

WHEREAS, the below subscribed law enforcement agencies have joined together in a task force (hereinafter referred to as the "Orlando Regional Operations Center Cyber High-Tech Crime Task Force" or "Task Force") intended to combat the online sexual exploitation of children, the manufacturing and distribution of child sexual exploitation material, cyber stalking, computer intrusion, other computer-related crimes and related criminal violations and to disrupt persons and organizations engaged in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines;

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the Orlando Regional Operations Center Cyber High-Tech Crime Task Force;

NOW THEREFORE, the Parties agree as follows:

The Florida Department of Law Enforcement (FDLE) and each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement, at the request of the Florida Department of Law Enforcement, to implement the Orlando Regional Operations Center Cyber High-Tech Crime Task Force for the purposes and goals indicated.

Additional parties may, at the request of a participating member, and with the approval of FDLE enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Florida Department of Law Enforcement. The Task Force may cooperate with other agencies, including federal agencies, although such agencies may not be parties to this agreement.

Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Florida Department of Law Enforcement to establish this multi-agency Task Force as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting offenders who perpetrate crimes against children by use of the internet, organizations who participate, assist, or facilitate these crimes, cyber stalkers, computer intrusion offenders and other

computer-related crime offenders. The Task Force will place emphasis on targeting such violators who commit criminal acts in multiple jurisdictions, or whose singular criminal episode involves investigative activity in multiple jurisdictions.

Task Force efforts shall include, but are not limited to, undercover operations designed to detect illegal internet crimes against children activity, online sexual exploitation of children activity, the manufacturing and distribution of child sexual exploitation material, cyber stalking activity, computer intrusion activity and other computer related criminal activity; the arrest and prosecution of those involved; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under Task Force operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the Task Force, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating Task Force members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the Task Force efforts, with the operations of the Task Force being coordinated with FDLE and other Task Force members.

Procedure for Requesting Assistance

Law enforcement officers assigned to Task Force operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more Task Force member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the task force which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

Organization, Command and Supervisory Responsibility:

Each participating agency shall contribute personnel and resources to the Task Force in such numbers as are agreed to by the participating agency and FDLE. Participating agencies shall assign personnel to the Task Force based upon their investigative experience and the operational needs of the Task Force. Final acceptance of personnel assigned to the Task Force shall rest with FDLE.

The assigned managing FDLE supervisor shall be responsible for the operational command and day-to-day administration of all Task Force operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed.

During the absence of the managing FDLE supervisor, or as deemed necessary by the managing FDLE supervisor, any member assigned to the Task Force may be designated as an interim team leader to manage operational Task Force matters.

The Parties agree that FDLE will initially determine, in consultation with participating Task Force agencies, whether cases resulting from internet crimes against children activities shall be prosecuted in state court, or whether an individual case would be best resolved by referral to the United States Attorney for consideration for federal prosecution.

Activities shall be considered authorized only when approved and actually directed as provided herein by the assigned FDLE supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless approved and supervised as provided herein and related to Task Force operations or have been encountered directly incident to an approved and supervised Task Force operation.

If a conflict arises between an order or direction provided by the assigned FDLE Task Force supervisor and a member's employing agency's rules, standards, or policies, the conflict shall be promptly reported to the FDLE Task Force supervisor and to the supervisor that Task Force member's agency chain of command. The FDLE Task Force supervisor, in conjunction with the Task Force member's agency supervisor, shall attempt to resolve the conflict in a manner that will allow the Task Force operation to continue appropriately. At no time will a participating Task Force member be forced to violate his/her own agency's policies or rules in order to implement a Task Force initiative.

FDLE will provide Task Force members with identification credentials. The Parties agree that such credentials shall be utilized to identify appointed Task Force members while engaged in approved Task Force operations as contemplated by this Agreement and that Task force credentials cannot be used for any purpose other than approved task force operations. The Parties acknowledge that improper use of credentials may result in revocation of credentials, and removal of a Task Force member. Task force credentials must be surrendered upon the member's termination from the Task Force, or upon request of a managing FDLE Task Force supervisor. The Parties agree that upon the dissolution of this Task Force, credentials must be returned to FDLE, provided that a Task Force member may make a request to FDLE to keep the credentials as a memento.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the Task Force when engaged in Task Force operations. In the absence of a written memorandum of understanding or attachments, the policies and procedures to be utilized by Task Force members shall be clearly identified by the assigned FDLE Task Force supervisor. However, as stated above, no Task Force member will be expected or required to violate or otherwise fail to maintain the member's employing agency's standards of conduct, rules or policies.

Jurisdiction:

The principal site of the Orlando Regional Operations Center Cyber High-Tech Crime Task Force's activity is the geographical boundaries of Brevard, Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia counties, provided however,

that Task Force members shall enjoy full jurisdictional authority anywhere within the State of Florida, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement when engaged in Task Force operations that have been approved by, and involve the Florida Department of Law Enforcement as are contemplated by this Agreement. Task Force members operating outside the jurisdiction of their respective agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved Task Force activities as stated herein. The Parties to this Agreement acknowledge that any extension of jurisdictional authority beyond the bounds of their employing Agency is by reason of this Agreement and the overall supervision and authority of the Florida Department of Law Enforcement as provided by the "Florida Mutual Aid Act." Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned Agencies participating in the Task Force shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the jurisdiction in which the employee is normally employed.

Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in the Task Force initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in Task Force activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to affect the purposes of the Task Force, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. This provision shall not preclude FDLE's reimbursement of other Task Force member agencies for overtime and fuel costs, if allowed, through the use of legally vested forfeiture funds, as agreed to by the Parties.

The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees, to the extent otherwise authorized by law and allowed by the originating agency's policy and command.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

Complaints Against Task Force Members

Whenever a complaint has been lodged as a result of Task Force efforts, an FDLE designee shall ascertain at a minimum:

- The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted;

- The nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about; and

- The identity(ies) of the Task Force participant(s) accused and the employing agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing agency the above information for administrative review and appropriate handling or disposition. Each affected employing agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

Obligation to Coordinate With Prosecutor's Office

The principal goal of this Task Force is the protection of Florida's public safety and security, and the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the Task Force are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling Task Force generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from Task Force operations are likewise to receive coordinated support efforts from Task Force members. The Task Force supervisor shall monitor the efforts of Task Force members in support of criminal prosecutions and civil

actions. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the Task Force to assure the expected level of support from Task Force members is occurring. Failure by a member of the Task Force to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the Task Force.

Property Seizure and Forfeiture Considerations:

No funds or other property seized during Task Force operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the Task Force shall be based upon current statutory and case law. The Parties agree that the FDLE, through its attorneys, will be primarily responsible under this Agreement for pursuing all Task Force forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Task Force, unless an alternate distribution allocation among the Parties has been agreed upon.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of Task Force cases may request copies of forfeiture complaints and pleadings filed by reason of Task Force seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of Task Force member agencies in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the Task Force is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the Task Force, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms, conditions and guidelines described in Section 932.704(11)(a), Florida Statutes.

Evidence and Records:

The Parties agree that all Task Force reports and records shall be maintained and retained by FDLE, and shall be identified as Task Force reports, provided, however, that Task Force members may retain copies of such reports and records for their respective purposes.

Evidence shall be collected and maintained in substantial conformance with FDLE evidence policy and all evidence seized in Task Force operations shall be maintained by FDLE.

FDLE shall be entitled to conduct audits and inspections of Task Force operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by

allowing full access to documents, personnel and facilities necessary to perform the audit function.

Term of Agreement:

This Agreement shall become effective as to the executing Parties upon execution by the Commissioner of the Florida Department of Law Enforcement and at least one other participating agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party as the date of such execution.

This Agreement shall remain in full force as to all participating Parties until June 30, 2029, unless canceled in writing by the Commissioner of the Florida Department of Law Enforcement, or as canceled in writing by an individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

**Party's Acceptance of the Voluntary Cooperation Mutual Aid Agreement to
Combat Online Sexual Exploitation of Children, the Manufacturing and
Distribution of Child Sexual Exploitation Material, Cyber Stalking, Computer
Intrusion, other Computer Related Crimes.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the Florida Department of Law Enforcement (FDLE):

J. Mark Glass, Commissioner

Executive Director, Florida Department of Law Enforcement

Date

**Party's Acceptance of the Voluntary Cooperation Mutual Aid Agreement to
Combat Online Sexual Exploitation of Children, the Manufacturing and
Distribution of Child Sexual Exploitation Material, Cyber Stalking, Computer
Intrusion, other Computer Related Crimes.**

Pursuant to 23.1225(3), Florida Statutes, this agreement may be entered into by a chief executive officer of the Agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the Florida Department of Law Enforcement along with this signature page.

.....

For the _____ :
(Agency)

(Signature)

Charles Broadway
(Printed Name)

Chief of Police
(Title)

(Date)

ITEM 7.H

Task Order No. 6 for Professional Service Agreement with Avcon Inc.

Request

Approval of Task Order No. 6 of the professional service agreement, contract No. 20230139 between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for design engineering services for shifting Taxiway Alpha (TW A) 50 feet to the east and reconstructing pavement, marking and lighting.

Explanation

The Kissimmee Gateway Airport's Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Alpha (TW A). The Pavement Condition Index (PCI) rating evaluates pavement conditions assigning a scale, 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a "poor condition" and the current average number assigned to TW A varies 43-50. The project will improve lighting with new LED edge lights and directional signs. In addition, the project will shift the taxiway to the east 50 feet to accommodate the FAA design standards for the larger aircraft landing at the airport.

The professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for engineering services. An independent review was conducted of the service fees, as required by the FAA, and found acceptable. All hours and expenses are included in Lump Sum Costs as shown in Attachment C of the document provided, which are consistent with the original project agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47000331-331410	Twy A- Dsgn		1,140,000	1,140,000
47000334-334410	Twy A- Dsgn		48,000	48,000
47070106-526393	Twy A- Dsgn		12,000	12,000

Financial Summary:

The project cost is \$1,200,000
90% FAA (\$1,140,000)
8% FDOT (\$48,000)
2% Local match (Airport) (\$12,000)

Recommendation

Approval of Task Order No. 6 of the professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for design engineering services for shifting Taxiway Alpha (TW A) 50 feet to the east and reconstructing pavement, marking and lighting.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Task Order No. 6 to Professional Services Agreement Dated February 7 , 2023
2. Back Up-AvconAirportConsultingAgreementRev-10-24-2022-Executed_Feb-08-2023_completed



5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

TASK ORDER NO. 6
TO THE
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)

AND

AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)

This is an AMENDMENT entered into, effective this _____ day of _____, 20____, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated February 7 , 2023, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this AMENDMENT, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical design engineering services in connection with Attachment A as follows:

REHABILITATE, MARK, LIGHT AND SHIFT TAXIWAY ALPHA – DESIGN ENGINEERING

Also known as the **PROJECT**. All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein.

The **LUMP SUM COST** of this AMENDMENT is One Million One Hundred Ninety Thousand Dollars and Zero Cents (**\$1,190,000.00**) as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The anticipated construction phase of the physical project improvements is understood to be approximately \$12 to \$20M, to be completed later under a separate federal construction grant. The SPONSOR project representative and **AVCON** shall jointly determine interim production and review milestones.

This TASK ORDER AMENDMENT and all referenced attachments shall constitute the complete work order for this assignment.

Client Concurrence:

CITY OF KISSIMMEE

By: _____
Authorized Signature

Honorable Jackie Espinosa

Mayor - Commissioner

Date: _____

ATTEST

Date: _____

Approved as to form and legality

City Attorney

Date

Consultant Concurrence:

AVCON, INC.

By: Sandeep Singh
Authorized Signature

Sandeep Singh, P.E.

President

Date: 06/09/2025

Holly Donath
ATTEST

Date: 06/09/2025

ATTACHMENT A
SCOPE OF SERVICES FOR
CITY of KISSIMMEE GATEWAY AIRPORT
REHABILITATE, MARK, LIGHT and SHIFT TAXIWAY ALPHA – DESIGN ENGINEERING
FAA AIP\BIL GRANT FY 2025 3-12-0038-048-2025
FDOT FPN: TBD

This Scope of Services includes the design and permitting services to generate construction documents for the **PROJECT**, and associated improvements. The following terms are utilized: SPONSOR or Airport – City of Kissimmee Gateway Airport; CITY – City of Kissimmee, CONSULTANT – AVCON, Inc; DISTRICT or SFWMD – South Florida Water Management District; FDEP/DEH – Florida Department of Environmental Protection / Department of Environmental Health; ACOE – Army Corps of Engineers, FAA – Federal Aviation Administration, FDOT – Florida Department of Transportation, KUA – Kissimmee Utility Authority, TWA – Tohopekaliga Water Authority, FWC – Florida Fish and Wildlife Conservation Commission.

I. PROJECT DESCRIPTION

This project consists of the civil, electrical, and environmental engineering design and permitting necessary for the construction of airside civil and electrical improvements to rehabilitate the Taxiway Alpha pavements and remove non-standard Taxiway connector pavements at Kissimmee Gateway Airport (ISM), consistent with the Airport Master Plan and approved Airport Layout Plan of record. The project will also shift the centerline position of Taxiway Alpha from 350 feet to the standard location of 400 feet parallel to Runway 15-33. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulators, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards. Airport marking, turfing, drainage, grading, and all other items will be designed and permitted in accordance with FAA standards.

II. TASKS

The design services will be performed by:

CONSULTANT: AVCON, Inc.

The Design Services performed by the CONSULTANT can generally be described as preliminary and final design, permitting, bidding, and specialty data collection services.

The Scope of Services for the CONSULTANT is broken out into **BASIC SERVICES** and **SPECIAL SERVICES**.

I. BASIC SERVICES includes:

A. Project Initiation and Scoping

The CONSULTANT shall communicate and coordinate with the SPONSOR via telephone, letters, fax and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the CONSULTANT services agreement. The CONSULTANT will prepare a CONSULTANT services agreement including a detailed work scope narrative and itemized fee schedule for submission to the SPONSOR and the FAA for

review and approval. The CONSULTANT will coordinate the preparation of the contract with the SPONSOR's staff. The CONSULTANT will make changes to the work scope narrative and the fee schedules of the selected proposal.

1. Open the project inside the company system and prepare internal financial project initiation forms for time charging.
2. Prepare an agenda for, attend, and conduct an initial scoping session meeting with the Client to discuss the major elements of the project, timeline, and take notes for generating a scope proposal and fee.
3. Generate at least one exhibit drawing in AutoCAD 2024 or later, depicting the proposed project to be designed.
4. Prepare a preliminary project schedule predicated on Airport and FAA timelines for review of the scope and fee.
5. Prepare draft man-hour breakdown, scope proposal, and fee to include items 3 and 4 above, and transmit pdf via email to SPONSOR for review and approval.
6. Transmit draft scope/fee proposal to SPONSOR, receive comments and incorporate into the final version.
7. The CONSULTANT will prepare letters of transmittal and will distribute copies of the final contract to the SPONSOR and the CONSULTANT's executive management for original authorized signatures. The CONSULTANT will prepare letters of transmittal and will distribute to the SPONSOR, FDOT, and FAA, as applicable.
8. Lead and manage the design team and provide single point of contact with the Sponsor for the duration of the project's preliminary design.
9. Review record drawings, interview Sponsor staff, visit the site, and conduct a field analysis of the existing conditions pertinent to the PROJECT;
10. Generate and review sub-consultant scopes of work and schedule; establish billing and reporting procedures; establish lines of communication, etc.
11. Conduct and submit minutes from internal and external preliminary design and kick-off meetings.
12. Coordination with FAA and FDOT.

B. Preliminary Design

1. Project Coordination

Review record drawings, interview Sponsor staff, visit the site, and conduct a field analysis of the existing conditions pertinent to the PROJECT; generate and review sub-consultant scopes of work and schedule; establish billing and reporting procedures; establish lines of communication, etc. Conduct and submit minutes from Pre-design meeting. Includes federal grant application.

2. Preliminary Investigations

Coordinate pre-design geotechnical investigation, topographic survey requirements, existing drainage conditions, existing electrical conditions, and coordinate and/or monitor the field activity of each with the Airport.

3. Analyze design soils exploration report, survey data, existing drainage, and electrical conditions.

Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate and determine suitability of subgrade materials for use as a foundation for the new pavement structures. Evaluate the existing topographical features. Determine electrical conditions and routing at the airfield within PROJECT limits.

4. Define Design Parameters

Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the pavement design parameters. Coordinate the results with the Sponsor. Work with tenants to develop any special phasing plans for staged construction concepts. Provide exhibits to SPONSOR and tenants, and attend meetings to review and modify concepts..

5. Develop Design

Based on existing soils and materials conditions and consideration of the loading of the design traffic, assess most technically and economically appropriate alternatives and develop design for the site work pavements. Review environmental and geotechnical reports to develop preliminary drainage and environmental mitigation concepts and begin drafting designs.

6. Coordinate Preliminary Project Layout & Phasing Plans

Prepare project layout and phasing plans on base map at appropriate scale showing location of work and project construction limits, identify all pertinent existing facilities both within and immediately adjacent to construction limits, as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction.

C. Final Design

1. Finalize Construction Plans

Complete the plan set to include, at minimum: Cover Sheet, Summary of Quantities, Utilities and details, Project Site Plan with General Notes, Grading and drainage Plans, Typical Sections and Paving Details, Marking and Signage Plan, Marking and Signage Details Sheet, Electrical Lighting Plan, Electrical Details, Site lighting\photometrics, Cross-sections, Landscaping, Irrigation, for an estimated total of approximately *150 to 200 Plan Sheets*. Slight variation may occur to this list depending upon the scale chosen by the CONSULTANT.

2. Prepare Project Manual and Design Reports

FAA Standard Airport General Provisions and Technical Specifications per AC 150/5370-10 - latest edition at the time of execution of this Professional Services Agreement will be used as a basis in the preparation of the project manual for the PROJECT. In addition, the CONSULTANT will prepare an Engineer's Report (ER) with cost estimate, Construction Management Plans (CMP), and Construction Safety and Phasing Plan (CSPP), for submission to the SPONSOR and others. The CMP and CSPP documents will not be considered complete until a successful bidder has been selected. Landside design engineering specifications will include FDOT standard Road and Bridge specifications as necessary where FAA specifications may not cover required design elements. Coordinate with FAA Techops as necessary for any FAA owned and operated equipment.

3. Conduct 60% Plan Review with Sponsor.

Submit 60% plans to the Sponsor and others for approval. A 60% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to written review comments.

4. Conduct a 90% Plan Review with Sponsor.

Submit 90% plans and Engineer's Report and other documents necessary to bid the project, to the Sponsor and others for review. A 90% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to 90% Sponsor written review comments. It is understood that once the Sponsor comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments into the 100% documents. Submit 7460-1 and CSPP to FAA for permitting.

5. Submit 100% Bid Documents

Generate and print / submit sets of 100% complete construction plans for the Sponsor to distribute to the FAA, FDOT, and others, ready for bidding.

II. SPECIAL SERVICES include:

A. Project & Cost Administration

1. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, SPONSOR, and funding agencies of new developments throughout the design phase of the project.
2. Cost and Schedule Administration – The CONSULTANT will prepare a brief work-plan for distribution to the SPONSOR and interested parties to inform them of the goals and objectives of the design phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will notify the SPONSOR and FAA immediately of any impacts to the budget.

3. Accounting Administration – The CONSULTANT will provide general project administration and coordination with staff of their accounting department. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out all phases of the project. The CONSULTANT will prepare and submit monthly invoices to the SPONSOR for services provided to the SPONSOR and for costs incurred by the CONSULTANT and its sub-consultants.
4. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the SPONSOR, FDOT, the FAA, and other interested parties; disseminating interim project information to the SPONSOR, FDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of six (6) years.

B. FAA Grant Applications

The CONSULTANT will prepare copies of both the formalized FAA grant application package for design and the final FAA grant application including letters of transmittal, Standard Form 424 AIP, Standard Form 5100-100 BIL AIG, project narrative, cost estimates, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of owner DBE program status, sponsor certifications, and grant assurances, and other supporting documentation. The CONSULTANT will submit the grant application to the owner with transmittal letters for signatures and forwarding to the FAA and state. The CONSULTANT will review the Federal grant offer and assist the owner in complying with the terms and conditions of the grant offer.

C. Disadvantaged Business Enterprise (DBE) Goal and Methodology Update

The CONSULTANT will update the DBE goals and goal-setting methodologies, in accordance with 49 CFR Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The CONSULTANT will prepare the DBE program annual update to the FAA and revise the Airport's Overall DBE Goal Setting Methodology as required by Federal rules. These services would be conducted in accordance with the requirements of 49 CFR Part 26 for the Airport. Work includes formulation of a revised goal based on actual accomplishment of federal projects since the last update, submittal of methods and goals to FAA Civil Rights Office, FAA Southern Region for approval, and all data collection efforts as necessary.

D. SFWMD Permitting - Storm Water Management Permit Application

The CONSULTANT will prepare full calculations, sketches, and descriptions, and prepare appropriate letters and applications for the SPONSOR to submit to the South Florida Water Management District (SFWMD) to obtain a permit modification to the existing Airport master drainage permit for the PROJECT. The project fee is based on a full application with supporting calculations, modeling, reports, and application fee, as well as multiple Requests For Additional Information (RAI) as necessary per DISTRICT rules to obtain a construction permit. It is anticipated that a full Individual Permit Modification will be necessary due to the expansive nature of the project, offsite contributing basins, and multiple watersheds/treatment facilities involved. FDEP, FWC, ACOE will be coordinated with during this process.

E. Topographic Land Survey

The CONSULTANT shall retain the services of a qualified sub-consultant to perform a survey which defines the horizontal and vertical limits of all physical features of the existing site that will be altered for the construction of the new facilities included in the PROJECT. The survey will locate all physical features and provide as necessary grades of the existing ground, buildings, sanitary, water, power and telephone distribution utilities, existing airfield cable utilities, and FAA/NOAA facilities providing the basis for the design.

F. Geo-technical Testing Program

The CONSULTANT will retain a qualified professional geo-technical testing services firm to perform investigations of the existing on-site subsurface soil conditions, in accordance with FAA procedures which will enable the design of the PROJECT in accordance with FAA criteria. In addition, existing pavement cores will be collected along the existing pavement alignments and tie-in taxiway and runway pavements. Permeability tests for storm water calculations, Q-values, and California Bearing Ratio (CBR) tests will be performed for soil strength necessary for pavement and foundation designs.

G. Biotechnical Engineering and Permitting

The CONSULTANT will retain one or more qualified professional biotechnical review firms to review the existing project site for threatened and endangered species, and wetlands. The professional sub-consultants will prepare reports or letters, as appropriate, addressing any actionable items necessary to receive permits from relevant governing agencies, including FDEP, ACOE, SFWMD, and FWC. The physical construction of the project by a contractor may include elements of mitigation necessary, depending on the results of the studies. This element includes an expense amount of \$130k for mitigation banking which may be necessary to secure the environmental permits, due to the potential for Florida Wood Stork habitats as well as potential gopher tortoise mound relocation which could be impacted.

III. DELIVERABLES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A justification statement along with the deliverables below, or other means of verification will be provided with each invoice attesting to the work performed.
- 30% Design Plans – Unlimited PDF versions; 3 to– 5 printed full size and half size hard copy sets.
- 60% Design Plans - Unlimited PDF versions; 3 to– 5 printed full size and half size hard copy sets.
- 90% Design Plans - Unlimited PDF versions; 3 to– 5 printed full size and half size hard copy sets.
- 100% Design Plans - Unlimited PDF versions; 3 to– 5 printed full size and half size hard copy sets.
- Subconsultant reports - Unlimited PDF versions; 3 to– 5 printed hard copy sets.

IV. ATTACHMENTS:

EXHIBIT B – CONCEPTUAL PROJECT AREA
EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

EXHIBIT C

PROFESSIONAL SERVICES COMPENSATION

REHABILITATE, MARK, LIGHT AND SHIFT TAXIWAY ALPHA – DESIGN ENGINEERING

FAA AIP\BIL GRANT FY 2025 3-12-0038-048-2025

FDOT FPN: TBD

KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub-Task	Service Description	Compensation	Method
I. Basic Services			
1	A. Project Initiation and Scoping	\$33,420.00	Lump Sum
2	B. Preliminary Design	\$76,700.00	Lump Sum
3	C. Final Design	\$558,640.00	Lump Sum
SUB-TOTAL Basic Services		\$668,760.00	
II. Special Services			
4	A. Project and Cost Admin	\$90,520.00	Lump Sum
5	B. FAA Grant Applications	\$11,000.00	Lump Sum
6	C. DBE Goal and Methodology Update	\$21,240.00	Lump Sum
7	D. SFWMD Permitting	\$133,430.00	Lump Sum
8	E. Topographical Land Survey	\$70,990.00	Lump Sum
9	F. Geotechnical Testing	\$26,290.00	Lump Sum
10	G. Biotechnical Engineering and Permitting	\$167,770.00	Lump Sum
SUB-TOTAL Special Services		\$521,240.00	
GRAND TOTAL All Services		\$1,190,000.00	

**AIRPORT CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
AVCON, INC.**

This **AGREEMENT** is made and entered into this 7th day of February, 2023 by and between the **CITY OF KISSIMMEE**, a Florida Municipal Corporation, owner of the **Kissimmee Gateway Airport**, (hereinafter called the **CITY**) and AVCON, Inc., a Florida Corporation authorized to do business in the State of Florida, with offices located in Orlando, Florida, (hereinafter called the **CONSULTANT**) and each represents as follows:

WHEREAS, the CITY advertised RFQ 2023-001, titled “Airport General Consultant of Record Services” where firms submitted statement of qualifications to provide services to include, but not limited to the planning, engineering, design, permitting, and construction management services for the Kissimmee Gateway Airport; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process the CITY determined AVCON, Inc. is qualified to provide the services and desires to award the Consulting services contract to **CONSULTANT** consistent with the terms, conditions, and requirements of the RFQ.

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:

ARTICLE 1 - GENERAL

1.1 TERM. The **CITY** hereby retains the **CONSULTANT** for a duration of five (5) years for project services as the City may require from time to time, in connection with the engineering, planning and development of the KISSIMMEE GATEWAY AIRPORT. The term of this Agreement may be extended by mutual written Agreement for the duration of projects in progress at the end of the five (5) year period.

1.2 The Consultant acknowledges that the CITY may retain other consultants, contractors, engineering firms, or the like that may be required for a particular project, and that coordination between said contractors and the Consultant may be necessary for the successful completion of

the Project. The Consultant agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.3 The CONSULTANT 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 Agreement.

1.4 The CITY and Consultant mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Project(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 Consultant during this Agreement.

ARTICLE II - SERVICES BY CONSULTANT

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Agreement consistent with the care and diligence employed by members of the same profession currently performing similar work under similar circumstances in the same locality. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The CONSULTANT agrees to perform those design and engineering services described in "EXHIBIT A - which is attached hereto and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing Task Orders 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 CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

2.2 SPECIAL SERVICES

The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Agreement that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 TASK ORDERS.

The specific Scope of Services for each individual assignment or Project shall be defined and implemented by separate **TASK ORDER(S)**, written in the **CONSULTANT'S** standard format for the type of services involved and shall be designated "**TASK ORDER NUMBER____,**" the "number" being in accordance with the sequences in which the **TASK ORDER(S)** are made.

Specific work assignments contained within said **TASK ORDER(S)** shall be referred to as the **PROJECT**. Each **TASK ORDER** shall define whether the compensation is to be Lump Sum, Maximum Amount Not to Exceed or any combination thereof and the time for completion of the project.

ARTICLE III - PROJECT SCHEDULES

The **CONSULTANT** shall perform the services outlined under Articles I and II of this **AGREEMENT** as specifically established in subsequent **TASK ORDER(S)** in a timely manner consistent with the **TASK ORDER** schedules mutually agreed upon by the **CITY** and the **CONSULTANT**, commencing upon written authorization (including execution of each **TASK ORDER**) by the **CITY** to proceed with each work assignment.

ARTICLE IV - JOINT COOPERATION

Close collaboration and cooperation shall be maintained by the **CONSULTANT** with representatives of the **CITY** and the **CITY** will be entitled at all times to be advised, at its request, of the status of work being performed by the **CONSULTANT** and of the detail thereof. To the extent available, the **CITY** shall furnish to the **CONSULTANT** all pertinent information within its immediate possession deemed necessary by the **CONSULTANT** to be relevant to the execution of each **PROJECT**. Notwithstanding, the **CITY** shall not be obligated to gather, compile, or hire third parties to complete such pertinent information. The **CONSULTANT** shall be entitled to rely upon the accuracy and completeness of such information if so warranted by the **CITY**. The **CITY** will have the right to inspect the work of the **CONSULTANT** at any time. Either party of this **AGREEMENT** or subsequent **TASK ORDER(S)** may request and be granted a conference.

Article V - SPECIALTY CONSULTANTS

Determination of the need for and selection of Specialty (or other) Consultants shall be made jointly by the **CONSULTANT** and the **CITY**.

Article VI - OWNERSHIP AND REUSE OF DOCUMENTS

It is understood and agreed that all documents, including all tracings, plans, specifications, maps, computer programs and data prepared or obtained in connections with services provided under a specific **TASK ORDER** to the **AGREEMENT** shall remain the property of the **CITY**. A set of electronic files formatted to AutoCAD Rel. 2007 (or latest version approved by City) for all drawings and in Microsoft Word for specifications and reports shall be provided to the **CITY**. Any use or re-use of plans and specifications, by the **CITY** or others, without written verification or adaptation by the **CONSULTANT** for the specific purpose intended, will be at the **CITY'S** sole **risk** and without financial liability or legal exposure to the **CONSULTANT**, including use

or re-use by third parties. The Consultant shall not publish any information concerning City projects without the written consent of the CITY.

Article VII - ADDITIONAL COMPENSATION

Additional compensation arising from changes or revisions made by the **CONSULTANT** at the **CITY'S** request shall be presented to the **CITY** before work starts under changed conditions. In any case, where the **CONSULTANT** deems that extra compensation is due for work not covered herein, or in this or subsequent **TASK ORDER(S)**, the **CONSULTANT** shall notify the **CITY** in writing of his/her intentions to make claim for extra compensation and receive **CITY** approval before he/she begins work on which the claim is based. If such approval is not obtained, then the **CITY** shall not be liable for any extra costs. **CONSULTANT** may refuse to perform additional work requested by the **CITY** until an appropriate **TASK ORDER** is executed by the parties. Such notice by the **CONSULTANT** and the fact that the **CITY** has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim. **CONSULTANT** is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the **CONSULTANT** resulting from negligence of the **CONSULTANT**.

CONSULTANT will perform work for the **CITY** in accordance with the standard of care ordinarily and customarily exercised by engineers performing this type of services for this type of client and **CONSULTANT** will be liable to the **CITY** for damages proximately caused by the **CONSULTANT'S** deviation from such standard care.

Article VIII - PUBLIC RECORD LAWS

The Consultant acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Consultant shall keep and maintain public records required by the City to perform the service.

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant'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.

1. If the City's Custodian of Records requests records from the Consultant, the Consultant 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.
2. The Consultant shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

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

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

Article IX - SUCCESSORS AND ASSIGNS

The **CITY** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns of such other party of this **AGREEMENT** and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **CITY** nor the **CONSULTANT** shall assign, subject, convey or transfer its interests in the **AGREEMENT** without prior written consent or the other. Nothing herein shall be construed as creating any personal liability on the part of any rights or benefits hereunder to anyone other than the **CITY** and the **CONSULTANT**.

Article X - TERMINATION

The provisions of this **AGREEMENT** may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

In the event the **CITY** causes abandonment, termination, or suspension of the **AGREEMENT**, or parts thereof, the **CONSULTANT** shall be compensated for his/her services rendered up to the time of such abandonment, termination, or suspension and all documents and work product shall be given over to the **CITY** and remain the property of the **CITY**.

In the event the **CONSULTANT** terminates this **AGREEMENT**, the **CITY** shall have full authority to appropriate or use all tracings, plans, specifications, maps, and data prepared or obtained under specific **TASK ORDER(S)** to this **AGREEMENT** and may contract with others for the completion of the work. If the **CITY** contracts with others to complete the work of a pending **TASK ORDER**, the **CONSULTANT** will pay to the **CITY** within forty-five (45) days of invoice, the sum the **CITY** paid to others for completion of the task.

Article XI - REIMBURSEMENT

The **CITY** will pay the **CONSULTANT** in accordance with the covenants of the applicable **TASK ORDER(S)** covering the specific assignment involved. It is understood that the following apply to any and all **TASK ORDER(S)** unless specifically contradicted therein:

- A. No Federal Excise or State Sales taxes shall be included in the fees or invoices.
- B. Invoices received from the **CONSULTANT** pursuant to this **AGREEMENT** or any subsequent **TASK ORDER(S)** will be reviewed and if approved by the **CITY** will indicate that services that have been rendered are in conformity with this **AGREEMENT** and/or any subsequent **TASK ORDER(S)**.
- C. Fees and other charges as specified in the Task Order will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within forty-five (45) days, unless the **CITY** objects to it, after receipt of proper invoice, a late payment service charge of \$50.00 shall be applied will be due to the **CONSULTANT**.
- D. In order for both parties herein to close their books and records, the **CONSULTANT** will clearly state "final invoice" on the **CONSULTANT'S** final billing to the **CITY** for each **TASK ORDER**, as applicable. This will certify that all services have been properly performed and all charges and costs have been invoiced to the **CITY**.

Consultant(s) methods of determining prices, or over competitive bidding or market conditions, the **CONSULTANT'S** opinion of probable project costs and construction costs provided for herein are to be made based of the **CONSULTANT'S** experience and qualifications and represents the **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with the construction industry; but the **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared by the **CONSULTANT**.

Article XX - APPROVAL OF WORK

The work performed by the **CONSULTANT** shall be deemed approved and accepted by the **CITY**. If the **CITY** believes that work is defective, then the **CITY** will give written notice to the **CONSULTANT** what such work is unacceptable.

Article XXI - DELAY

Any delay, default or termination in or of the performance of any obligation of the **CONSULTANT** under the **AGREEMENT** caused directly or indirectly by strikes, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, or any negligent acts of the **CITY** or any other Federal, State or local government agency, or any other cause beyond the **CONSULTANT'S** reasonable control, shall suspend the obligation of the **CONSULTANT** as long as performance is delayed or prevented thereby.

Article XXII- INSURANCE

The **CONSULTANT** shall procure and maintain during the life of this **AGREEMENT**, insurance of the types and subject to the limits set forth below. The **CONSULTANT** shall also provide the **CITY** with evidence of this insurance in the form of Certificate of Insurance that shall be subject to the **CITY'S** approval for adequacy. Companies authorized to do business under laws of the State of Florida shall issue all insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the **CITY'S** representative. Compliance with the foregoing requirements shall not relieve the **CONSULTANT** of its liability and obligations under this **AGREEMENT**. If subconsultants are used by the **CONSULTANT**, it shall be the responsibility of the **CONSULTANT** to ensure that all its subconsultants comply with all the insurance requirements contained herein, relating to such subcontracts.

Except as otherwise stated, the amount and types of insurance shall conform to the following requirements:

A. WORKERS' COMPENSATION

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02. and Employers' Liability insurance with a limit of \$100,000.00 each accident and disease.

B. COMMERCIAL GENERAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, commercial general liability, including contractual liability insurance to protect the **CONSULTANT** and shall agree to indemnify **CITY** from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this **AGREEMENT**, whether such operations be by the **CONSULTANT** or by anyone directly employed by or contracting with the **CONSULTANT**. Coverage must include:

- (a) Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
- (b) Premises and Operations
- (c) Independent Consultants / Contractors
- (d) Products and Completed Operations – **CONSULTANT** shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage

C. COMPREHENSIVE AUTO LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for Bodily Injury Liability and Property Damages Liability to protect the **CONSULTANT** from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the **CONSULTANT** or by anyone directly or indirectly employed by the **CONSULTANT**.

D. PROFESSIONAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and annual aggregate. The minimum amount shall not be reduced by cost or attorney fees to defend a claim. Such coverage shall be maintained for a period of four (4) years following completion and acceptance of any work performed under this **AGREEMENT**. The **CONSULTANT** shall not be liable for unforeseen subsurface conditions.

E. NOTICE OF CANCELLATION AND/OR RESTRICTION

Each policy must be endorsed to provide the **CITY** with a minimum of thirty (30) days notice of cancellation and/or a reduction in policy limits by endorsement during the policy period.

F. CERTIFICATES OF INSURANCE

Certificates of insurance evidencing the insurance coverage specified in this section shall be filed with the **CITY's** designated representative identified herein, and the City's Purchasing Department before any work is begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this **AGREEMENT** and section and the above paragraphs in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished upon renewal of such coverage.

ARTICLE XXIII - INDEMNIFICATION

CONSULTANT agrees to indemnify **CITY** from any claims, damages, losses, and costs, including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by parties for property damage and bodily injury, including death, caused solely by the negligence or of **CONSULTANT**, **CONSULTANT'S** employees, affiliated corporations, officers, and subconsultants in connection with the **AGREEMENT**.

ARTICLE XXIV - HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the **CONSULTANT** shall have the right to suspend the work and the right, by written notice to the **CITY**, to terminate the work described in Article I. The **CITY** shall remain liable for and pay all fees and charges incurred under the provisions of **AGREEMENT** through the date of termination.

ARTICLE XXV - CONFLICT OF INTEREST

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of services required hereunder, as provided for in Florida Statute 112.311. The **CONSULTANT** further represents that no persons having any such interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **CITY** in writing by Certified Mail of all potential conflicts of interest prohibited by existing State law for any prospective business association, interest or other circumstances which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **CITY** as to whether the association, interest or circumstance would, in opinion of the **CITY**, constitute a conflict of interest if entered into by the **CONSULTANT**.

The **CITY** agrees to notify the **CONSULTANT** of its opinion by Certified Mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **CITY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **CITY** shall so state in the notification and the

CONSULTANT shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with the respect to services provided to the **CITY** by the **CONSULTANT** under the terms of this **AGREEMENT**.

ARTICLE XXVI - NOTICE

All notices, requests, and other communications required or permitted under this **AGREEMENT** shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to the CITY:

Shaun J. Germolus, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd
Kissimmee, Florida 34741

As to the CONSULTANT:

Name & Title: Sandeep Singh, President
Firm Name: AVCON, Inc.
Firm Address: 5555 E. Michigan St. Suite 200
Orlando, FL 32822

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

ARTICLE XXVII - INTERPRETATION: VENUE

This **AGREEMENT** constitutes the entire **AGREEMENT** between the parties with respect to the subject matter hereof and supersedes all prior verbal or written **AGREEMENT(S)** between the parties with respect thereto. This **AGREEMENT** may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This **AGREEMENT** shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Ninth Judicial Circuit for Osceola County, Florida for claims under State law and the Middle District of Florida for any claims, which are justifiable in Federal Court. Each party waives the right to a jury trial.

ARTICLE XXVIII - ATTORNEY FEES

Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by Private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

ARTICLE XXIX- TITLE VI ASSURANCES

During the performance of his **AGREEMENT**, the **CONSULTANT**, for itself, its assigned and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

1. **Compliance with Regulations.** The Consultant shall comply with regulations relative to nondiscrimination in Federally assisted programs of the Department of transportation (Hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred as “Regulations”), which are herein incorporated by reference and made a part of this **AGREEMENT**.
2. **Non-Discrimination.** The Consultant, with regard to the work performed by it during the **AGREEMENT**, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices within the **AGREEMENT** covers a program set forth in Appendix B of Regulations.
3. **Solicitations for Sub-Contracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-Consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this **AGREEMENT** and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Consultant shall provide all information and reports required by the relations or directives issued thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance.** In the event of the Consultant’s non-compliance with the non-discrimination provision of this **AGREEMENT**, the sponsor shall impose such **AGREEMENT** sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the **AGREEMENT** until the Consultant complies, and/or

- b. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.
6. **Incorporation of Provisions.** The Consultant shall include the provisions of Paragraph 1 through 5 in every sub-contract, including the procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-contract or procurement as the sponsor of the FAA may direct as a mean of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect interest of the United States.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year caused these presents to be executed, the day and year first above written.

By: Sandeep Singh

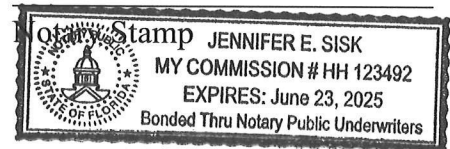
Title: President

Date: 1/26/2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of January, 23, by (name of person) as type of authority, e.g. officer, trustee, attorney for corporation, LLC, etc. SAWDEEP SINGH, who is personally known or produced as identification.

Jennifer E. Sisk
Notary Signature



ATTEST:

Linda S. Hansell
City Clerk

CITY OF KISSIMMEE

Olga Gonzalez
Mayor

APPROVED AS TO FORM AND LEGALITY.

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A- SCOPE OF SERVICES

Planning type services including airport system, master planning, and environmental inter-related studies.

Engineering type services include architectural, civil, geotechnical, structural, mechanical, and electrical engineering.

The basic services that will be required include but are not limited to the following:

1. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:
 - a. Conferring with the Airport on project planning, requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Printing and providing necessary copies of engineering drawings, contract documents and specifications
3. Construction Phase: This phase includes all activities to construct the project. Examples include:
 - a. Assisting the Airport in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
 - b. Onsite construction inspection and or management involving the services of a part time or full-time resident engineer(s), inspector(s) during the construction or installation phase of a project.
 - c. Providing consultation and advice to the Airport during all phases of construction.
 - d. Representing the Airport at preconstruction conferences.
 - e. Inspecting work in progress periodically and providing appropriate reports to the Airport.

- f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiating change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of record drawings.
 - k. Determining amounts owed to contractors and assisting the Airport in the preparation of payment requests for amounts reimbursable from grant projects.
 - l. Making final inspection and submitting reports of the completed project to the Airport, FAA, FDOT, SFWMD, Etc.
4. Special Services: The development of planning projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:
- a. Soil investigations, including core sampling, laboratory tests, related analyses and reports.
 - b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - c. Land surveys and topographic maps.
 - d. Field and/or construction surveys.
 - e. Photogrammetry surveys.
 - f. Environmental studies and analyses.
 - g. Airport planning (Master Planning, Sustainability Planning, Feasibility Studies, etc.).
 - h. Expert witness testimony in litigation involving specific projects.
 - i. Public information and community involvement surveys, studies and activities.
 - j. Assisting the Airport in the preparation of necessary applications for local, State and Federal grants.
 - k. Preparation of DBE Plan/Goals.
 - l. Preparation of or updating the airport layout plan.
 - m. Preparation of property maps.
 - n. Preparation of quality control plans.
 - o. Preparation of rate, fees, and charges comparison reports.
 - p. Preparation of Pavement Preservation and Maintenance Plan.
 - q. Reviewing and responding to tenant requests.

ITEM 7.I

Change Order to increase the budget for the Sign Code

Request

Approval to increase the budget of the Sign Code Update by \$21,561.00.

Explanation

This is a request to increase the budget for the Sign Code Update by \$21,561.00 to accommodate cost increases since the inception of the project. The cost increases are a result of the extended time the project has gone on, due to the previous Commission requesting a pause in activity till the 2022 election was completed, the COVID Pandemic and multiple projects taking priority. The Sign Code Update is being conducted by Inspire Placemaking Collective, Inc. under Contract # 20230096.

Originally, the budget for this project was \$83,160 and \$45,864.05 was used, leaving a remaining budget of \$37,296. The updated scope included in the backup shows an updated cost of \$67,425.00, resulting in a shortage of \$21,561. If this item is approved, the project is anticipated to be completed by January 2026.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503131		Increase	\$101,645	\$21,561

Financial Summary:

Originally, the budget for this project was \$83,160 and \$45,864.05 was used. The updated scope included in the backup shows an updated cost of \$67,425.00, resulting in a shortage of \$21,561.

Recommendation

Recommending approval of the cost increase.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. Sign Code Update - Scope 2025

City of Kissimmee

March 27, 2025

Ashley Cornelison
Senior Planner
City of Kissimmee

Sent Via Email: acornelison@kissimmee.org

Reference: LDC Sign Chapter Amendments – Part II

Dear Ashley:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this proposal for planning and design services for the referenced project. This proposal, based on our meeting with you on March 5, 2025, provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

Project Information

Our team began updating the Kissimmee Sign Code in December 2020. We completed Task 1 (Kick-off Meeting, Data Collection, and Assessment) and most of Task 2 (Sign Regulations – Amendments). However, the project was put on hold due to city staff's increased workload.

Task 2 included five rounds of draft revisions. We submitted the first draft for staff review in February 2020 and facilitated a virtual workshop on March 2, 2021. Based on the feedback received, we revised the draft and resubmitted it in August 2021. Therefore, there are three rounds of revisions still pending.

Task 3 was designed to include one staff workshop, four virtual public workshops, a session with the Planning Advisory Board (PAB), and two with the City Commission, along with three public hearings—one with the PAB and two with the City Council. Task 4 allocated \$10,000 for any additional services the City might request. Neither of these tasks were initiated before the project was paused.

This Part II scope focuses on completing the unfinished tasks with some modifications requested by staff.

Scope of Services

Based on the above description and our professional experience, we have identified the following scope of services.

TASK 1. Sign Regulations – Amendments

Inspire will review the comments received from city staff on February 26, 2025, and update the draft to reflect the requested changes. Two more rounds of revisions will be conducted based on input from staff. Up to 6 progress conference calls will be held during this phase.

TASK 2. Workshops and Hearings

The Inspire Team will attend and facilitate the following workshops and hearings. Prior to each workshop/hearing, Inspire will prepare a PowerPoint presentation and participate in a conference call with staff to go over the presentation.

Task 2.1. Staff Workshop.

The Inspire Team will facilitate a workshop with City staff to go over the amendments in detail, answer questions and obtain comments. We will perform one (1) set of revisions based on comments received and submit a revised draft to staff prior to the Public Workshop.

Task 2.2. Public Workshops.

Inspire will attend and facilitate up to two (2) public workshops: One (1) in-person workshop with the public and one (1) virtual workshop specifically dedicated to sign company representatives. Staff will be responsible for distributing or posting invitations to the workshop. Inspire will perform one (1) set of revisions based on comments received at both workshops and submit a revised draft to staff prior to the Planning Advisory Board Workshop.

Task 2.3. City Commission Workshop.

The Inspire Team will present the proposed amendments to the City Commission at one (1) in-person workshop, to obtain input on the proposed amendments. Staff will be responsible for scheduling the workshop and posting public notices. Inspire will make one (1) set of revisions to the draft and resubmit it to staff prior to the PAB public hearing.

Task 2.4. Public Hearings.

The Inspire Team will attend the following hearings for the adoption of the amendments:

- One (1) hearing with the Planning Advisory Board
- Two (2) hearings with the City Commission

Inspire will prepare PowerPoint presentations for each hearing and a staff report describing all the proposed amendments for distribution to the Board and the Commission prior to the hearings. We will participate in one (1) conference call with staff prior to each hearing to go over the presentation.

Inspire will prepare the ordinance excerpts (showing changes in strike-through and underline). City staff will be responsible for preparing the ordinance, scheduling the hearings, and providing public notices.

Inspire will prepare one (1) set of draft revisions prior to each hearing and the final document with the LDC amendments as adopted. The documents will be submitted to staff in Microsoft Word.

TASK 3. Additional Services

The project fee noted below includes a \$10,000 contingency to cover additional services that may be requested by the City.

Authorization

If you choose to accept our proposal by issuing a purchase order, then please specifically reference the date of this proposal.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to Inspire that you have reviewed the proposal and hereby accept it as written.

Fee

Our professional fee for the above-described services shall be a lump sum of **\$67,425** to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
TASK 1. Sign Regulations – Amendments	\$23,410
TASK 2. Workshops and Hearings	\$34,015
Additional Services (if requested by the City)	\$10,000
TOTAL	\$67,425.00

Included in the above fees are reimbursable expenses incurred on the Project's behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail, and/or courier services.

Inspire will bill monthly for all work performed and expenses incurred on the Project's behalf. Invoices are delivered electronically and will typically be sent from the following email address: noreply@infocuspay.com. Please add this email address to your contact/safe sender list to ensure receipt.

Schedule

The proposed services are estimated to be completed within seven (7) months from the issuance of a notice to proceed.

Authorization

Work performed by Inspire will be in accordance with the terms of our Professional Consultant Services agreement dated July 6, 2021.

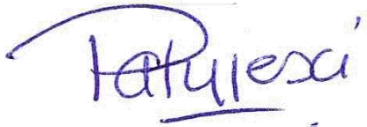
When issuing a purchase order, please specifically reference this proposal date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the scope of services outlined, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

Inspire Placemaking Collective, Inc.

A handwritten signature in blue ink that reads "Pat Tyeski". The signature is stylized with a large, sweeping "P" and a cursive "Tyeski".

Patricia A. Tyeski, AICP

Principal

ITEM 7.J

Change Order to Increase the Funding and Extend the Completion Date for the Rehabilitation of 1809 Cornett Place

Request

Approval of Change Order #001, Contract #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 1809 Cornett Place.

Explanation

On May 20, 2025, the City Commission approved the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for the property at 1809 Cornett Place, Kissimmee, FL, in the amount of \$82,384.87. This amount included in \$80,884.87 for rehabilitation costs and for \$1,500.00 for closing costs.

The Council on Aging, acting as the contractor, is now requesting a contract increase of \$4,245.00 in rehabilitation costs, bringing the total rehabilitation cost to \$85,129.87. As a result, the final total project amount is \$86,629.87, which includes: \$85,129.87 for rehabilitation costs and \$1,500.00 for closing costs.

The adjustment is due to the original plumbing subcontractor going out of business. The plumbing work had to be rebid, and the new subcontractor's bid came in at a higher cost, requiring additional funding.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225103 503434	SHIP2023 Rehab Const String	Decrease	\$64,664.54	\$4,245

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

Recommendation

Approval of Change Order #001, increasing the funding amount and extending the completion date for the rehabilitation of 1809 Cornett Place.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

City of Kissimmee

Attachment(s):

1. Change Order 001_1809 Cornett Place

EXHIBIT E
CHANGE ORDER # 001

OWNER NAME	Madlene Louisjeune
PROPERTY ADDRESS	1809 Cornett Place
CONTRACTOR NAME	OSCEOLA COUNTY COUNCIL ON AGING INC.

The Contract for Rehabilitation Work entered into on April 25, 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.	Original Plumbing business closed. Rebid whole house replumb, \$15,645.00, a	\$4,245.00
2.	\$4,245.00 increase from \$11,400.00.	
3.		
TOTAL CHANGE ORDER AMOUNT		\$4,245.00

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$4,245.00 for a new total of \$85,129.87.

The work completion deadline is 8/1/2025. The deadline is: ☒ extended to 08/31/2025 ☐ not extended

<u>Chuck Berken</u>	<u>07/01/2025</u>	<u>Madlene Louisjeune</u>	<u>7/3/25</u>
Contractor Signature	Date	Owner Signature	Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

Frances De Jesús Date
Housing & Community Development Manager

ITEM 7.K

Resolution to Adopt the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan

Request

Approve and adopt by Resolution the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan.

Explanation

As part of the citizen participation process, the City Commission of Kissimmee held a Public Hearing on July 15, 2025, to receive public comments on the City of Kissimmee 2025–2029 Consolidated Plan and the Program Year 2025 Annual Action Plan. This hearing marked the conclusion of a 30-day public comment period. All comments received during the public comment period, as well as feedback from the Public Hearing, have been reviewed and incorporated into the final version of the Consolidated Plan and Annual Action Plan.

In addition to the Consolidated Plan and Annual Action Plan, the City is required to submit the following forms and certifications:

- 1) SF-424 – Application for Federal Assistance
- 2) HUD-424B – Assurances and Certifications
- 3) Certifications as required by 24 CFR 91.225, 91.325, and 91.425

The final documents are now prepared for submission to the U.S. Department of Housing and Urban Development (HUD) for approval. If necessary, staff will make minor corrections requested by HUD without further review by the City Commission, unless such corrections are substantive and affect the intent of the 2025–2029 Consolidated Plan, the Program Year 2025 Annual Action Plan, or the implementation of the goals and objectives outlined therein.

Recommendation

Approval to adopt by Resolution the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Final Draft to HUD_Kissimmee2025-2029 Consolidated Plan and PY2025 AAP
2. (S) RES adopting 2025-2029 Consolidated Plan and the PY25 CDBG Action Plan
3. (S) Assurances and Certifications
4. (S) Non-State-Certifications
5. (S) SF424
6. Comments_AHAC_6.26.2025
7. DRAFT_Public Hearing_7.15.2025

City of Kissimmee

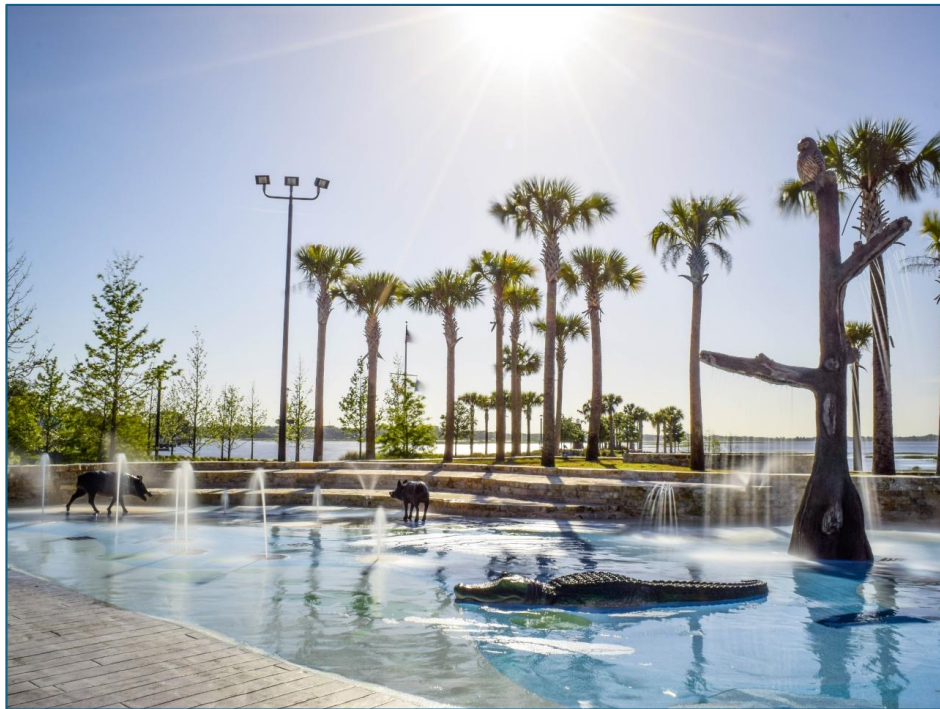


City of Kissimmee

2025-2029 Consolidated Plan

Program Year 2025 Annual Action Plan

U.S Department of Housing and Urban Development



Prepared by:

**City of Kissimmee Housing and Community Development
Division**

101 Church Street, Suite 200A

Kissimmee, Florida 34741

DRAFT FOR COMMISSION APPROVAL

Executive Summary

ES-05 Executive Summary - 91.200(c), 91.220(b)

Introduction

The 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan recognize the City's twenty-first year as a Community Development Block Grant (CDBG) entitlement community. In addition, the City of Kissimmee is a member of the HOME Investment Partnership Program Consortium, in partnership with Osceola County, which provides additional affordable housing opportunities. These two Programs have allowed the City to address the priority housing and community development needs for low- to moderate-income households identified over the years in order to fulfill the mission of providing safe, decent, affordable housing and create sustainable living environments for all residents.

This Consolidated Plan represents and summarizes the housing and community development goals, objectives, outcomes and obstacles identified by citizens, regional and local housing and supportive services providers, the City's Affordable Housing Advisory Committee, and the City's elected officials and Department staff through direct consultation, surveys, and public meetings in an effort to increase coordination to better serve low- to moderate-income persons and households with Federal and State funding opportunities.

The overall goal of the housing and community development programs described within the Plan is to develop and improve viable urban communities by:

- Providing safe, decent, affordable housing and suitable living environments, and expanding economic opportunities for low- to moderate-income persons. This Plan envisions the creation and expansion of partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.
- Safe, decent, and affordable housing must include assisting homeless persons in obtaining appropriate housing and assisting persons at risk of homelessness; retention of the City's affordable housing stock; and increasing the availability of permanent affordable housing for low- to moderate-income households.
- Providing a suitable living environment by improving the safety and livability of neighborhoods; increasing and improving access to quality public and private facilities and services; and preserving and restoring properties of special historic, architectural, or aesthetic value.

- Expanding economic opportunities that include the creation and retention of jobs; provision of public services concerned with empowering and permanently improving the financial stability of low- to moderate-income persons by providing education and training; and improving and expanding access to capital and credit for development activities that promote long-term economic and social viability of the community.

This Consolidated Plan and Annual Action Plan will help the City of Kissimmee make decisions regarding the use of U.S. Department of Housing and Urban Development (HUD) funding for housing, social services, infrastructure improvements and other community development services over the next five-year planning period.

Summary of the objectives and outcomes identified in the Plan

In the Strategic Plan portion of the Consolidated Plan, we identify 1) Geographical priorities for targeting Federal and State funds to areas based on credible data sources and consultation results; 2) Priority housing and community development needs based on credible data sources, and the Citizen Participation/Consultation processes; and 3) Housing and community development goals and objectives to address during the next five-year planning period and the first Program Year of the Consolidated Plan.

SP-10 Geographical Priorities

The City of Kissimmee has elected to allocate each program year's annual funding to projects and activities on a City-wide basis and local target area basis in neighborhoods which contain at least 51% or more low- to moderate-income households. The City of Kissimmee has recently added a local target area where code enforcement issues will be addressed over the next five-year planning period. The geographic boundaries for this target area mainly include Census Tracts 41600, 42202, and 42300.

SP-25 Priority Needs

Through the results of the Citizen Participation/Consultation processes, the City of Kissimmee has selected the following priority needs to address over the next five-year planning period: Affordable Housing; Public Facilities and Infrastructure Improvements; Public Services; Economic Development; Homeless Services; and Planning/Administration. Although considered, Broadband Services needs were ranked by Survey Respondents as low-priority for the use of Federal and State funding over the next five-year planning period, coupled with the fact that data shows that there is only a 6.6% difference between households that have a computer in their home and households that have a dedicated broadband internet subscription. Likewise, Climate Resiliency needs were ranked by Survey Respondents as a low-priority for the use of Federal and

State funding over the next five-year planning period. Other methods to incorporate “green” standards into rehabilitation and infrastructure projects will be explored by the City over the next five-year planning period.

SP-45 Goals

In alignment with the priority needs identified through the Citizen Participation/Consultation processes, the City of Kissimmee has selected the following goals and objectives to address with Federal and State grant funding over the next five-year planning period: 1) Affordable Housing; 2) Housing Preservation; 3) Public Services; 4) Public Facilities and Infrastructure Improvements; 5) Economic Development; 6) Planning/Administration.

AP-20 Annual Goals and Objectives

During the first Program Year of the 2025-2029 Consolidated Plan, the City of Kissimmee has selected three (3) goals to address with Federal and State funding: 1) Planning/Administration; 2) Housing Preservation; and 3) Public Services. Specific projects to fund during the 2025 Program Year include: 1) Public Services – The City of Kissimmee will allocate CDBG funding towards the implementation of eligible public services activities to low- to moderate-income persons and households delivered by local housing, other non-housing support service providers, and City Departments; 2) Code Enforcement – The City of Kissimmee will continue to allocate CDBG Program funding towards the salary of a Code Enforcement Officer that is designated to a specific zone that is predominantly low- to moderate-income households; 3) Housing Rehabilitation - The City of Kissimmee will allocate CDBG funding towards rehabilitation of owner-occupied and rental housing units for very-low, and low- and moderate-income residents; and 4) Planning/Administration – The City of Kissimmee will allocate CDBG funding towards daily, eligible planning and program administration activities necessary to implement CDBG Program funding within compliance with Program guidelines.

Evaluation of past performance

During the implementation of the 2020-2024 Consolidated Plan, the City of Kissimmee strived to address its funding priorities by allocating funding to six (6) eligible goal categories: 1) Affordable Housing; 2) Housing Preservation; 3) Public Services; 4) Economic Development; 5) Public Facilities and Infrastructure Development; and 5) Program Administration.

According to the latest Program Year 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER), which captures overall accomplishments across multiple program years, the City of Kissimmee selected projects aligned with these overarching goals and objectives, and then produced favorable outcomes.

Goal #1: Affordable Housing

Priority #01: Improve availability and accessibility of affordable housing to persons and households with low- to moderate incomes.

Outcome: Between 2020 and 2024, 107 low- to moderate income households received mortgage or rental assistance (due to the COVID-19 financial crisis); and 5 new rental housing units were constructed.

Goal #02: Housing Preservation

Priority #02: Promote preservation and sustainability of the City's existing housing stock.

Outcome: Between 2020 and 2024, 4 rental housing units were rehabilitated; and 1,035 residential units and 1,224 businesses were inspected by the City's designated Code Enforcement Officer with the goal of addresses substandard housing and commercial buildings operated out of compliance with local building codes.

Goal #03: Public Services

Priority #03: Improve access to financial and supportive services for homeless persons, persons at-risk of homelessness, and persons who are not homeless, but have other special needs.

Outcome: Between 2020 and 2024, 1,081 homeless individuals received case management, street outreach and other support services; 340 homeless children received scholarships to the City's DreamBuilders Summer Camp program; 18 extremely-low income individuals received healthcare services; and 6 developmentally disabled individuals received transportation services to and from an Adult Training Program a total of 2,624 round trips.

Goal #04: Economic Development

Priority #04: Improve access to economic opportunities and jobs for low- to moderate-income persons.

Outcome: Between 2020 and 2024, 17 low-income persons received employment services.

Goal #05: Public Facilities and Infrastructure Improvements

Priority #05: Create sustainable living environments for low- to moderate-income persons.

Outcome: Between 2020 and 2024, 93 persons benefitted from renovations to public facilities.

Goal #06: Program Administration

Outcome: Between 2020 and 2024, the City of Kissimmee used CDBG program administration funds to effectively implement CDBG program funded activities within compliance with Program guidelines.

Summary of citizen participation process and consultation process

Representatives from the City of Kissimmee Housing and Community Development Division attended two public meetings to address attendees and discuss the City of Kissimmee's 2025-2029 Consolidated Plan process. The first was held at the NAACP monthly meeting on May 13, 2025 at the Chambers Park community center to solicit public input on general housing and community development goals and distribute housing and community development surveys. The second was held on May 22, 2025 at Haven on Vine Apartments to solicit public input on general housing and community development goals and to distribute housing and community development surveys. In addition, the City of Kissimmee Housing and Community Development Division created a *5-Year Housing and Community Development Goals 2025-2029 Survey* to collect public input on housing and community development needs which was distributed at the public meetings and online through a link provided to all consulted agencies. The City collected a total of 41 responses (28 hard copy and 13 electronic submissions). In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. The City of Kissimmee Housing and Community Development Division conducted fifteen (15) direct consultation meetings with regional and local housing and community development stakeholders, and City Departments to discuss each organization or Department's goals and objectives and priority needs to better serve their clientele over the next five-year planning period. A summary of each consultation meeting can be found in Section PR-10 Consultation of this Consolidated Plan. A 30-day public comment period was held June 13, 2025 through July 15, 2025 to solicit public comments on the draft 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan. A representative of the City of Kissimmee Housing and Community Development Division attended and spoke at the June 26, 2025 Affordable Housing Advisory Committee (AHAC) Meeting located at the City Hall Commission Chambers to solicit public comment from AHAC Members on the Draft for Public Comment version of the 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan. A final public hearing was held at the City of Kissimmee Commission Chambers at 6:00 p.m. on July 15, 2025 to collect any final comments on the draft 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan. On August 5, 2025, the final 2025-2029 Consolidated Plan

and Program Year 2025 Annual Action Plan went to the City Commission for approval of final edits and permission to submit to HUD prior to the national deadline of August 15, 2025.

Summary of public comments

Public Meeting #01 (5/13/2025): No public comments were received at the meeting.

Public Meeting #02 (5/22/2025): No public comment were received at the meeting.

30-Day Public Comment Period (6/13/2025-7/15/2025): No public comments were received during the 30-day public comment period.

AHAC Meeting (6/26/2025): Board Members commented on the alignment of goals with the Local Housing Assistance Plan, construction of new ownership housing, concerns within language regarding climate resiliency goals, and recommendation to fund Tenant-Based Rental Assistance with HOME funds.

Public Hearing (7/15/2025): One public comment from a City of Kissimmee Commissioner regarding the interest in expanding child care services available to low- and moderate-income families. The Commissioner encouraged consideration of additional or year-round child care support.

Summary of comments or views not accepted and the reasons for not accepting them

AHAC Meeting (6/26/2025): Board Member comments centered around the use of certain terminology used in the Plans and using different goal outcome indicators were addressed and clarified by the City of Kissimmee Housing and Community Development Division Representative in attendance, but were not accepted for consideration as changes to the Plan draft because they were deemed as either required by HUD or unchangeable in the IDIS online format for the Consolidated Plan and Annual Action Plan.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	KISSIMMEE	Housing and Community Development Division
CDBG Administrator	KISSIMMEE	Housing and Community Development Division
HOME Administrator	OSCEOLA COUNTY	Housing and Community Services Department

Table 1 – Responsible Agencies

Narrative

The City of Kissimmee Housing and Community Development Division administers local, state, and federal funds designated for housing and community development. This includes funds from the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program, Florida's State Housing Initiatives Partnership (SHIP) program, and other state and federal grant programs that benefit low and moderate-income households and improve neighborhoods. The City of Kissimmee receives an annual allocation of HOME Investment Partnerships Program funding for affordable housing opportunities that is administered by the Osceola County Housing and Community Services Department as the lead agency of the Osceola County HOME Consortium.

Consolidated Plan Public Contact Information

Frances DeJesus

Housing and Community Development Manager

Phone: (407) 518-2156

Email: frances.dejesus@kissimmee.gov

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

In order to increase cooperation and coordination efforts between City of Kissimmee, regional planning organizations, and housing and supportive services providers throughout the Central Florida region, the City of Kissimmee Housing and Community Development Division developed a list of 22 stakeholders composed of local governments, public institutions, and local non-profit housing and supportive service providers for consultation purposes throughout the development of the Consolidated Plan. The stakeholders list was used to determine which agencies would be contacted throughout the development process to record housing and community development needs, data and information on the populations served, and the current inventory of housing and supportive services offered throughout the county and region. The City of Kissimmee conducted a total of 15 virtual consultations between March and May 2025.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The Kissimmee Housing and Community Development Division works directly with local public and private housing supportive and public service providers by providing annual CDBG funding towards activities such as affordable housing, public facilities and infrastructure, and other public services activities to expand outreach and coordination to serve low- to moderate-income persons and families, homeless persons and non-homeless, special needs populations.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Kissimmee Housing and Community Development Division works directly with the Homeless Services Network of Central Florida, who is the lead administrator for the regional Continuum of Care (CoC), through telephone and e-mail to gather the latest Point-in-Time Counts and other vital information necessary to properly document the needs of the homeless population, as well as the inventory of housing and supportive services available to meet the needs of the homeless population. The City of Kissimmee through its Commission and various initiatives actively participates in the Continuum of Care for Central Florida, which aims to address homelessness and related issues. City of Kissimmee staff serves as a board member of the Homeless Services

Network of Central Florida, which is a major benefit for aligning five-year homeless services planning goals with the goals of the Continuum of Care.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Kissimmee is not an eligible Emergency Solutions Grant funding recipient, but we do consult with Homeless Services Network of Central Florida to determine specific homeless trends in our immediate area and discuss potential ways to further the Network's goals and objectives through alternative funding methods to address the needs of residents experiencing or at-risk of homelessness.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, organizations who participated

1	Agency/Group/Organization	East Central Florida Regional Planning Council
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on February 25, 2025 to discuss priority needs including workforce development and economic resilience in the City of Kissimmee and to gain insight on regional planning efforts in the last five years and the upcoming 2025-2029 consolidated planning period. The ECFRPC shared valuable documentation regarding their CEDS 2022-2027 Plan and other interactive tools that the City of Kissimmee can use to align their HCD goals and objectives with and improve coordination during this consolidated planning period.
2	Agency/Group/Organization	Osceola Community Health Services (BVL Health Clinic)
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Public Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on March 19, 2025 to discuss priority needs for funding including operation costs and mental health services for Kissimmee's very-low, low, and moderate-income residents. Osceola Community Health Services is a Federally-qualified Community Health Organization who operates nine (9) locations in the Central Florida region, two (2) of which are located near Kissimmee. The purpose of this consultation was to discuss future potential public services to fund over the next five year consolidated planning period.
3	Agency/Group/Organization	Habitat for Humanity, Osceola
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on March 25, 2025 to discuss priority needs for affordable housing funding including down payment assistance, land acquisition, affordable housing development, housing counseling services, and homebuyer education for Kissimmee's very-low, low, and moderate-income residents. The purpose of this consultation was to determine where affordable housing funding would be best used over the next five-year consolidated planning period to make the biggest impact to Kissimmee's current housing market.
4	Agency/Group/Organization	Homeless Services Network of Central Florida
	Agency/Group/Organization Type	Services-homeless Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on April 10, 2025 to discuss priority needs for homeless persons and families living unsheltered in and around City of Kissimmee. The top priority need identified was temporary shelter for homeless persons sleeping outside in public spaces. We also discussed the uniqueness of homelessness trends in and around Kissimmee and how the new Florida State legislation and Federal regulations that prohibits homeless persons from living in outside public spaces (encampments) has impacted that homelessness looks like in Kissimmee. One of the biggest barriers to keeping people housed in and around Kissimmee are the high eviction rates and restrictions of paying court fees with money orders or cash at the time of eviction. The purpose of this consultation was to identify the priority needs and trends of homelessness in and around Kissimmee to better use housing and community development funds to reduce the number of homeless persons and families in our communities. Homeless Services Network also provided several resources that the City will use to update its internal Homelessness Strategy over the next five year consolidated planning period.
5	Agency/Group/Organization	Helping Others Make the Effort
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on April 10, 2025 to discuss priority needs for homeless women and children who are also victims of domestic violence in the City of Kissimmee. Priority needs identified include homeless prevention services (emergency rental assistance) and case management services including funding for salaries to add case managers. The purpose of this consultation was to determine how housing and community development funds can be used to support local housing and supportive service providers and improve coordination of these services to persons facing homeless due to domestic violence and generational poverty.
6	Agency/Group/Organization	Osceola Council on Aging
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on April 14, 2025 to discuss priority needs for affordable housing for both very-low, low- and moderate-income families and elderly persons in the City of Kissimmee. Some priority needs identified include emergency rental assistance (top priority), permanent housing for very-low income persons and families, and rehabilitation of multi-family rental housing units that were previously developed with NSP funds and have now aged. Another priority need identified is rehabilitation of multi-family rental units that were damaged during the 2023-2024 hurricane seasons. The Council on Aging is the only CHDO in Osceola County and receives HOME set-aside funds on an annual basis, but due to the capacity of the agency and the overwhelming need for services not eligible under the HOME program, new affordable housing development is difficult to achieve. The purpose of this consultation was to improve coordination between City of Kissimmee and the Council on Aging to address affordable housing issues with housing and community development funding over the next five-year consolidated planning period.
7	Agency/Group/Organization	Hope Partnership
	Agency/Group/Organization Type	Services – Housing Services-homeless Services-Health Services-Employment Foundation
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on May 14, 2025 to discuss priority needs for very-low income and homeless persons and families in Kissimmee. The Hope Partnership is a local housing and supportive services provider that connects persons in need to housing, food pantry services, employment services, and mental health services within the County. Priority needs identified include access to affordable housing, supportive services like a Drop-in Service Center that provides temporary shelter and other necessary services for episodic homeless and chronic homeless persons, job creation and placement services, mental health services, and diversion programs. The purpose of this consultation was to identify priority needs, but to also discuss potential funding opportunities to address these needs and improve coordination between the City of Kissimmee and local housing and supportive service providers in and around Kissimmee.
8	Agency/Group/Organization	HANDS of Central Florida
	Agency/Group/Organization Type	Housing Services – Housing Regional organization CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on May 12, 2025 to discuss priority needs for affordable housing for very-low, low- and moderate income residents in Kissimmee. HANDS of Central Florida is a housing developer and HUD certified Community Housing Development Organization in Central Florida, and this is the first time we have consulted directly with this organization. HANDS has served the region since 1989 and owns and operates 11 affordable housing developments and 611 affordable multi-family rental units in the region. 72 affordable rental units are in Kissimmee (Pebble Creek Apartments). Within the last five years, HANDS has developed 6 new single-family homes in Osceola County that are affordable rental housing. A majority of their clientele is 80-120% AMI. The top priority identified is housing counseling services, specifically one-on-one credit counseling and preparation to move from rental to homeownership. One of the barriers identified is that HOME funding is too restrictive, and does not allow enough flexibility to develop new affordable housing. The purpose of this consultation was to improve coordination with housing developers in the region to better identify the barriers and obstacles that is preventing the development and preservation of affordable housing in Kissimmee.
9	Agency/Group/Organization	City of Kissimmee
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Funding needs and priorities

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Between March 24, 2025 and April 21, 2025, we conducted multiple virtual consultations with the City's Parks and Recreation Department, Code Enforcement Department, Kissimmee CRA, Public Works and Engineering, and the City Manager's Office to discuss priority needs and potential projects to receive CDBG and HOME funding over the 2025-2029 Consolidated Plan period. The purpose of this consultation was to improve coordination with internal City Departments and organizations to better identify specific housing and community development needs and to discuss current or future projects that are a priority for the City.
10	Agency/Group/Organization	Upwards (WeeCare)
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Economic Development Childcare Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation on May 27, 2025 with Upwards, a for-profit micro-enterprise business, to discuss how their Boost Program provides technical assistance to licensed, in-home childcare providers on ways to connect those in need of childcare to childcare providers in their area and also boosting the revenue of licensed, in-home childcare providers across the nation. The purpose of this consultation was to improve coordination with organizations that provide innovative ways to increase economic development opportunities in our community.
11	Agency/Group/Organization	Help Now of Osceola
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs – Families with children

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation on April 21, 2025 with Help Now of Osceola, to discuss priority needs for persons and families who are victims of domestic violence and are also homeless. The top priorities identified include specialized case management, more affordable housing options to avoid future homelessness, and supportive housing services including childcare, family counseling, and mental health counseling. The purpose of this consultation was to improve coordination between the City and local housing and supportive services organizations in our area to identify these priority needs and better plan for potential projects that could address some of these needs for our most vulnerable populations.
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Identify any Agency Types not consulted and provide rationale for not consulting

The Kissimmee Housing and Community Development Division requested consultation meetings with the local school district, health department, and chamber of commerce in order to discuss priority funding needs and data collection, but was not able to establish direct contact during the consultation process. Furthermore, we did not consult directly with any broadband internet providers during the development of this Consolidated Plan because there are no current plans to use HUD program funding for projects and activities related to the expansion of internet services over the next five-year period, due to the fact that there is a low-priority need based on Survey Respondents and data evaluated.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Services Network of Central Florida	Promoting the regional goal of ending homelessness. Promoting access to and effective use of mainstream benefits. Optimizing self-sufficiency among individuals and families who are experiencing homelessness.
City's SHIP Plan	Housing and Community Development Division	Promoting affordable housing opportunities.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
East Central Florida Strategic Regional Policy	East Central Florida Regional Planning Council	Goals of the City's Consolidated Plan align overall with the East Central Florida Strategic Regional Policy Plan 2060 and Comprehensive Economic Development Strategy 2022 in the areas of economic development, affordable housing and regional transportation.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Kissimmee has an established working relationship with Osceola County, as HOME Consortium partners, and directly consulted with the County throughout the development process in order to ensure that the goals, objectives and funding priorities were accepted and coordinated with each community. The Consultant, Langton Associates, Inc. also reviewed the State of Florida's current Consolidated Plan in order to ensure that the goals, objectives, and priority needs documented are aligned with the current strategies and programs administered by State Department and Agencies.

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Representatives from the Kissimmee Housing and Community Development Division attended two public meetings to address attendees and discuss the City of Kissimmee's 2025-2029 Consolidated Plan process. The first was held at the NAACP monthly meeting on May 13, 2025 at the Chambers Park community center to solicit public input on general housing and community development goals and distribute housing and community development surveys. The second was held on May 22, 2025 at Haven on Vine Apartments to solicit public input on general housing and community development goals and to distribute housing and community development surveys. In addition, the City of Kissimmee Housing and Community Development Division created a *5-Year Housing and Community Development Goals 2025-2029 Survey* to collect public input on housing and community development needs which was distributed at the public meetings and online through a link provided to all consulted agencies. The City collected a total of 41 responses (28 hard copy and 13 electronic submissions). In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. A 30-day public comment period was held June 13, 2025 through July 15, 2025 to solicit public comments on the draft 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan. A representative of the City of Kissimmee Housing and Community Development Division attended and spoke at the June 26, 2025 Affordable Housing Advisory Committee (AHAC) Meeting located at the City Hall Commission Chambers to solicit public comment from AHAC Members on the Draft for Public Comment version of the 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan. A final public hearing was held at the City of Kissimmee Commission Chambers at 6:00 p.m. on July 15, 2025 to collect any final comments on the draft 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan. On August 5, 2025, the final 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan went to the City Commission for approval of final edits and permission to submit to HUD prior to the national deadline of August 15, 2025.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Public Meeting	Non-targeted/broad community	A public meeting was conducted by the NAACP on May 13, 2025 at 6:00 p.m. located at the Chambers Park community center in Kissimmee. During the meeting a representative from the Kissimmee Housing and Community Development Division attended and addressed attendees to solicit public input on the development of the 2025-2029 Consolidated Plan and 2025 Annual Action Plan processes and also distributed hard copy surveys to collect information on housing and community development needs.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
2	Public Meeting	Non-targeted/broad community	A public meeting was conducted on May 22, 2025 at 6:00 p.m. at Haven on Vine Apartments in Kissimmee. During the meeting a representative from the Kissimmee Housing and Community Development Division attended and addressed attendees to solicit public input on the development of the 2025-2029 Consolidated Plan and 2025 Annual Action Plan processes and also distributed hard copy surveys to collect information on housing and community development needs.		

3	Internet Outreach	Non-targeted/broad community	In addition, the City of Kissimmee Housing and Community Development Division created a <i>5-Year Housing and Community Development Goals 2025-2029 Survey</i> to collect public input on housing and community development needs which was distributed at the public meetings and online through a link provided to all consulted agencies. The City collected a total of 13 responses. In addition, Osceola County created a <i>5-Year Housing and Community Development Goals Survey</i> that was posted to the County's website between December 2024 and June 2025. That Survey collected 138	The most common type of resident who responded were renters.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
			responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period		
4	Newspaper Ad	Non-targeted/broad community	A 30-day public comment period on the draft 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan will start Friday, June 13, 2025 and end Tuesday, July 15, 2025. The draft 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan will be posted to the City's website and available for request via email. To obtain a copy of the draft Plans or make comments, citizens can email frances.dejesus@kissimmee.gov.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
5	Public Hearing	Non-targeted/broad community	A public hearing was held at 6:00 p.m. on Tuesday, July 15, 2025 at the City of Kissimmee Commission Chambers located at Kissimmee City Hall, 101 Church Street, Kissimmee, Florida 34741 to solicit any final public comments on the draft 2025-2029 and Program Year 2025 Annual Action Plan and seek Commission approval for final edits and submission of the Consolidated Plan and Annual Action Plan to HUD prior to the national deadline of Friday, August 15, 2025.	One public comment from a City of Kissimmee Commissioner regarding the interest in expanding child care services available to low- and moderate-income families. The Commissioner encouraged consideration of additional or year-round child care support.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
6	Public Meeting	Affordable Housing Advisory Committee (AHAC)	A representative of the City of Kissimmee Housing and Community Development Division attended and spoke at the regularly scheduled Affordable Housing Advisory Committee (AHAC) Meeting on June 26, 2025 at 11:30 a.m. held at the City Hall Commission Chambers to solicit public comment from AHAC Members on the Draft for Public Comment version of the 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan.	Board Members commented on the alignment of goals with the Local Housing Assistance Plan, construction of new ownership housing, concerns within language regarding climate resiliency goals, and recommendation to fund Tenant-Based Rental Assistance with HOME funds.	Board Member comments centered around the use of certain terminology used in the Plans and using different goal outcome indicators were addressed and clarified by the City of Kissimmee Housing and Community Development Division Representative, but were not accepted for consideration as changes to the Plan draft because they were deemed as either required by HUD or unchangeable in the IDIS online format for the Consolidated Plan and Annual Action Plan.

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Because the City of Kissimmee is a member of the Osceola County HOME Consortium, and only receives direct allocations of Community Development Block Grant Program funding, much of the data and assessment of our jurisdictions housing needs are more thoroughly explained in the Osceola County HOME Consortium 2025-2019 Consolidated Plan. We recommend that you also review the County's Consolidated Plan for more in-depth evaluation of housing needs in and around Kissimmee. In this section of the Needs Assessment, we examine the results from the *City of Kissimmee 5-Year Housing and Community Development Goals Survey* to determine what the most common housing and non-housing community development needs are for persons with a household income below 80% of the area median income in Kissimmee.

General Housing Needs

According to the HUD CPD Mapping Tool, there are an estimated total of 22,836 households in Kissimmee, Florida. Of the estimated total households, 10,155 are owner-occupied and 12,681 are renter-occupied. Approximately 8,800 or 38.5% of these households experience at least one of the four common housing problems (Substandard housing, overcrowding, cost burden (30% or more), and severe cost burden (50% or more). The most common housing problem experienced by low- to moderate-income households is severe cost burden (50% or more of monthly income spent on housing costs), and extremely low-income households (0-30% of the area median income) make up for the highest number of households facing severe cost burden.

NA-50 Non-Housing Community Development Needs

The *City of Kissimmee 5-Year Housing and Community Development Goals Survey* was in hard copy version distributed at the two public meetings, and emailed directly to consulted agencies to solicit public input from Kissimmee residents, regional planning organizations and public institutions, City Departments, and local housing and supportive services providers. We ask Respondents to rank their priority needs in the areas of Public Facilities, Public Improvements and Public Services, as required by HUD. In addition, we asked Respondents to rank their priority needs in the areas of Affordable Housing, Homeless Services, Economic Development, Non-Homeless Special Needs, Broadband Services, and Climate Resiliency.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

This City of Kissimmee does not have a documented unmet need for Tenant-Based Rental Assistance (TBRA) for persons with a specific category of disabilities, therefore the City will not establish a preference to target TBRA funding towards a specific category of persons or families during the next five-year planning period.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results collected thus far, the top three (3) types of public facilities, or community facilities, chosen as the highest priorities are community centers, parks and recreational facilities, and libraries.

How were these needs determined?

The City of Kissimmee Housing and Community Development Division developed a *5-Year Housing and Community Development Goals Survey* which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) e-mailed directly to consulted agencies, and distributed in hard copy version at community meetings and public forums. In addition, The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. The survey was created and maintained by the Housing and Community Development Division and their Consultant through an online website provided by SurveyMonkey.com. The surveys were available to the public between December 2024 and June 2025. Survey results were continuously evaluated and documented throughout the Consolidated Plan drafting process. Pre-populated tables and graphs based on survey results were used to determine the level of need for each eligible community development category according to the respondents' selections. Public comment was also collected at community meetings and public hearings to determine which neighborhoods need these public facilities.

Describe the jurisdiction's need for Public Improvements:

According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results, the top three (3) types of public improvements, or infrastructure, chosen as the highest priorities are traffic/street lighting improvements, sidewalk improvements, and storm drainage improvements.

How were these needs determined?

The City of Kissimmee Housing and Community Development Division developed a *5-Year Housing and Community Development Goals Survey* which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) e-mailed directly to consulted agencies, and distributed in hard copy version at community meetings and public forums. In addition, The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. The survey was created and maintained by the Housing and Community Development Division and their Consultant through an online website provided by SurveyMonkey.com. The surveys were available to the public between December 2024 and June 2025. Survey results were continuously evaluated and documented throughout the Consolidated Plan drafting process. Pre-populated tables and graphs based on survey results were used to determine the level of need for each eligible community development category according to the respondents' selections. Public comment was also collected at community meetings and public hearings to determine which neighborhoods need these public improvements.

Describe the jurisdiction's need for Public Services:

According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results, the top three (3) types of public services, or community services, chosen as the highest priorities are healthcare services, mental health services, and senior activity services. According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results from the hard copy Surveys collected at public meetings, the top three (3) types of public services chosen as the highest priorities are food banks, health services (healthcare/mental health services), and services for persons with disabilities/childcare services (both tied for third). Public or community services are always one of the greatest needs in The City of Kissimmee communities. These types of services are usually provided by smaller, local supportive services agencies that operate with limited staff and resources. Furthermore, there are funding cap limitations for using Federal funds towards these types of projects.

How were these needs determined?

The City of Kissimmee Housing and Community Development Division developed a *5-Year Housing and Community Development Goals Survey* which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) e-mailed directly to consulted agencies, and distributed in hard copy version at community meetings and public forums. In addition, The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) through a link posted on the City of Kissimmee webpage, e-mailed directly to consulted agencies, and in hard copy version at community meetings and public forums. The survey was created and maintained by the Housing and Community Development Division and their Consultant through an online website provided by SurveyMonkey.com. The surveys were available to the public between December 2024 and June 2025. Survey results were continuously evaluated and documented throughout the Consolidated Plan drafting process. Pre-populated tables and graphs based on survey results were used to determine the level of need for each eligible community development category according to the respondents' selections. Public comment was also collected at community meetings and public hearings to determine which neighborhoods need these public services.

Discussion:

The 5-Year Housing and Community Development Goals Survey also collected public input in the areas of Affordable Housing, Economic Development, Services for Homeless Persons, and Activities/Services for Non-Homeless Persons with Special Needs.

According to the results of both the online and the hard copy versions of the Survey, the top three (3) types of affordable housing activities in need of funding are: 1) emergency rental assistance; 2) down payment assistance for new home buyers; and 3) construction of new rental housing/rehabilitation of owner-occupied housing (tied for third). The top three (3) economic development activities in need of funding are: 1) job services; 2) financial assistance for small businesses; and 3) commercial building façade

improvements. The top three (3) types of services for homeless persons in need of funding are: 1) temporary shelter for homeless people/families; 2) mental health services; and 3) healthcare services/permanent housing for homeless persons/families (tied for third). The top three (3) activities/services for non-homeless persons with special needs in need of funding are: 1) accessible housing improvements for persons with disabilities; 2) domestic violence services; and 3) substance abuse services.

In addition, we asked Respondents to rank broadband services and climate resiliency goals to address over the next five year planning period. In terms of broadband services, Respondents ranked an increase in access to affordable broadband services as the highest priority. For climate resiliency goals, Respondents ranked protection of infrastructure from natural disaster-caused floods as the highest priority to address over the next five year planning period.

Based on the needs analysis above, describe the State's needs in Colonias

This section is not applicable to the City of Kissimmee because Florida is not one of the four Border States that shares a border with Mexico. HUD and USDA Rural Development both define colonias as rural communities within the US-Mexico board region that lack adequate water, sewer, decent housing or a combination of all three. The four Border States include Texas, New Mexico, Arizona, and California.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Market Analysis section of the Consolidated Plan provides an in-depth review of the current characteristics and condition of the general housing market, significant characteristics of the local economy in Kissimmee, comparison of needs identified in the Needs Assessment section of the Consolidated Plan versus needs identified in the Housing Market Analysis, broadband internet service needs and data, and how the City will address Hazard Mitigation needs over the next five-year planning period. The following is a summary of findings for each of these sections:

MA-45 Non-Housing Community Development Assets

According to data provided by HUD, the top 3 business sectors with a higher jobs to workers ratio in the Orlando-Kissimmee-Sanford Metropolitan Area include Transportation and Warehousing; Finance, Insurance and Real Estate; and Professional, Scientific and Management Services, which represents a stark contrast to the previous five years. The top 3 business sectors with a higher workers to jobs ratio include Arts, Entertainment, and Accommodations; Wholesale Trade; and Agriculture, Mining, Oil and Gas Extraction. Other information in this section includes a description how of public and private sector has influenced the economy and the workforce.

MA-50 Needs and Market Analysis Discussion

According to the findings described in the Needs Assessment regarding housing problems, we determined that there were several cases of disproportionately greater need in Kissimmee. In this section of the Market Analysis, we identify these areas of concentration, and discuss the number of types of commercial community development assets in these communities that are considered when developing strategic opportunities for revitalization projects.

MA-60 Broadband Needs of Low to Moderate-Income Households

According to 2023 Census Bureau data, 95.9% of households in Kissimmee reported to have a computer within their household, but only 89.3% of households in Kissimmee reported to have a broadband internet subscription. In this section of the Market Analysis we analyze the current access that low- to moderate-income households have to broadband and also weigh the benefits of increasing the choice of broadband service providers to potentially lower broadband service costs for low- to moderate-income households.

MA-65 Hazard Mitigation

Like most Florida communities, the City of Kissimmee is dedicated to research and potential mitigation strategies associated with increased hazards due to climate change. In this section of the Market Analysis, we evaluate the type of level of risk associated with increased hazards due to climate change, and analyze how these risks can increase vulnerabilities for low- to moderate-income households.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The City of Kissimmee is dedicated to the continued efforts of building and maintaining a solid workforce, while carefully planning future infrastructure improvements in order to strengthen and grow its top performing business sectors. In this section of the Housing Market Analysis, we examined data provided by Bureau of Labor Statistics for the Orlando-Kissimmee-Sanford Metropolitan Area to determine how the 11 common business sectors support the current workforce and infrastructure, what the workforce and infrastructure needs are, and describe the current projects and initiatives being implemented within the city to meet the goals and objectives for economic success. Public Administration and Other Services have been removed for the purposes of demonstrating an accurate count of the workforce in and around Kissimmee, Florida.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs*	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	647	1,470	0.40%	0.18%	+227%
Arts, Entertainment, Accommodations	30,771	28,430	19%	3.5%	-92%
Construction	10,299	61,510	6.5%	7.7%	+597%
Education and Health Care Services	21,984	58,840	13.8%	7.3%	+267%
Finance, Insurance, and Real Estate	8,862	93,670	5.6%	11.7%	+1056%
Information	2,042	11,270	1.3%	1.4%	+552%
Manufacturing	6,036	37,920	3.8%	4.7%	+628%
Professional, Scientific, Management Services	8,707	80,450	5.5%	10.0%	+923%
Retail Trade	20,378	150,100	12.8%	18.7%	+736%
Transportation & Warehousing	10,456	118,970	6.5%	14.8%	+1137%
Wholesale Trade	6,076	9,030	3.8%	1.1%	+148%
Grand Total	150,416	567,360	--	--	--

Table 5 - Business Activity

Data Source: 2023 Longitudinal Employer-Household Dynamics (Workers), 2023 US Bureau of Labor and Statistics Orlando-Kissimmee-Sanford Metropolitan Area Estimates (Jobs)

*Number of Jobs includes employment sectors in the Orlando-Kissimmee-Sanford MSA

Labor Force

Total Population in the Civilian Labor Force	57,084
Civilian Employed Population 16 years and over	55,261
Unemployment Rate	3.3%
Unemployment Rate for Ages 16-24	Not available
Unemployment Rate for Ages 25-65	Not available

Table 6 - Labor Force

Data Source: Unemployment Statistics by County, Florida Department of Commerce (April 2025)

Occupations by Sector	Number of People
Management, business and financial	17,569
Farming, fisheries and forestry occupations	647
Service	52,755
Sales and office	42,954
Construction, extraction, maintenance and repair	10,299
Production, transportation and material moving	10,456

Table 7 – Occupations by Sector

Data Source: 2023 Longitudinal Employer-Household Dynamics (Workers)

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,124	20%
30-59 Minutes	41,715	75%
60 or More Minutes	2,422	5%
Total	55,261	100%

Table 8 - Travel Time

Data Source: 2023 Summary of Employment, Demographics, and Commuting Patterns for Kissimmee, Florida, Florida Commerce

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	Not available	Not available	Not available
High school graduate (includes equivalency)	39,460	1,549	Not available
Some college or Associate's degree	Not available	Not available	Not available
Bachelor's degree or higher	13,786	466	Not available

Table 9 - Educational Attainment by Employment Status

Data Source: 2023 Summary of Employment, Demographics, and Commuting Patterns for Kissimmee, Florida, Florida Commerce

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$15,000
High school graduate (includes equivalency)	\$31,000
Some college or Associate's degree	\$39,996
Bachelor's degree	\$68,711
Graduate or professional degree	\$71,711

Table 8 - Median Earnings in the Past 12 Months

Data Source: 2023 Summary of Employment, Demographics, and Commuting Patterns for Osceola County, Florida Commerce

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to Table 3 above, the top three business sectors that indicate the highest percentages of jobs to workers ratios in the Orlando-Kissimmee-Sanford Metropolitan Area are Transportation and Warehousing; Finance, Insurance and Real Estate; and Professional, Scientific and Management Services, which represents a stark contrast from the previous five-year period where data showed that Arts, Entertainment and Accommodations; Construction; and Retail Trade were the top three industries with the highest jobs to workers ratio. These numbers align with and increase in higher educational attainment as described in Table 7 above, and also aligns with the regional efforts to increase higher paying jobs in the advanced manufacturing and technology business sectors.

Also according to Table 3 above, the top three business sectors that indicate the highest percentages of workers to jobs ratios are Arts, Entertainment, and Accommodations; Wholesale Trade; and Agriculture, Mining, Oil & Gas Extraction. These numbers indicate a decrease in jobs available compared to the previous five-year period, but also aligns with the regional efforts to increase higher paying jobs in the advanced manufacturing and technology business sectors.

Describe the workforce and infrastructure needs of the business community:

Between 2015 and 2019, a predominant portion of Kissimmee's economy and workforce was based around two (2) targeted business industries: **Tourism** and **Agriculture**. Both industries create a demand for both jobs and workers in Kissimmee and its surrounding cities. However, both of these industries, especially the hospitality aspect, target a workforce of minimally educated employees for low paying jobs, which creates a labor force gap and need for more opportunities for higher educated employees. Between 2020 and 2025, Osceola County made some major strides in creating new economic opportunities with the development of NeoCity, a technology district located in Osceola County that includes the development of state-of-the-art research facilities, sustainable infrastructure, housing, walkable streets, and close proximity to major transportation hubs. It has the potential to create 86,000 new jobs in the Central Florida region. This is only one of the innovative initiatives that is causing a shift in employment sector trends that show an increase in Transportation and Warehousing; and Professional, Scientific and Management Services jobs in our communities.

In addition, with the absence of a major public transportation system in the area, the workforce must use their personal vehicles and face an average commute time of 30 to 59 minutes from home to work. Therefore, one of the greatest needs for the business community is road and

transportation infrastructure to decrease costs and ease burdens caused by long commute times. During the consultation process for the development of the Consolidated Plan, our Consultants met with the City's Public Works and Engineering Department to discuss current projects that would address some of these concerns. In 2025, there are currently two (2) new major road improvement projects in progress: 1) Connect Kissimmee Project (Emmett Drive to Main Street); and 2) Columbia Avenue Improvements. Both of these projects are intended to improve transportation infrastructure for Kissimmee residents, which is a major documented need over the next five-year period.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Kissimmee's Economic Development Division develops marketing strategies and incentive packages to draw and retain valued businesses. They work to diversify Kissimmee's economy by attracting companies that provide high-value, high-wage jobs within the City's targeted industries. Through the City's *Grow Kissimmee* initiative, the Economic Development Division establishes a list of targeted business industries by category and offers incentives for businesses to relocate, open new or retain current locations in the Kissimmee area. The current targeted business industries include Aerospace (aviation/aeronautical), Nano, Sensor, Clean or Renewable Technologies, Manufacturing, Medical Specialties, Preparatory High School, and Post-Secondary Educational Institutions. All of these targeted business industries align with the regional efforts to increase higher paying jobs in the advanced manufacturing and technology business sectors.

During the consultation process, our Consultants met with the Kissimmee CRA to discuss documented economic development priority needs to address over the next five-year planning period. The priority needs identified included: Workforce development, business services/assistance, roadway improvements (undeveloped streets), and pedestrian/bike safety measures. There are currently three (3) housing projects that include designated affordable housing units undergoing the planning process right now to construct mixed-use developments in desirable areas, such as Downtown Kissimmee, to support overall efforts to bring in new businesses and jobs to the area.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

According to Table 7 above, educational attainment of Kissimmee's workforce has greatly increased between 2015 and 2023. In 2015, the *American Community Survey* estimated that only

4,240 Kissimmee residents in the labor force held a Bachelor's degree or higher. According the Florida Department of Commerce *2023 Summary of Employment, Demographics, and Commuting Patterns* Report, the number of Kissimmee residents in the labor force who hold a Bachelor's degree or higher increased to 13,786. Likewise, Kissimmee residents in the labor force who are high school graduates increased from 7,440 in 2015 to 39,460 in 2023, which indicates a dramatic increase in educational attainment over an eight-year period. Unfortunately, the Report does not include data for Kissimmee residents in the labor force who have less than a high school graduate or some college or Associate's degree, but one can gather that with the stark increase in the other two areas that trends are favorable for our jurisdiction's workforce to correspond well with employment opportunities and targeted business industries over the next five-year planning period.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

For Kissimmee residents, workforce training initiatives primarily focus on connecting individuals with job training opportunities and support services. In addition to the *Grow Kissimmee* workforce initiatives previously described, the presence of Valencia College has proven beneficial to the City of Kissimmee workforce. In January 2020, Valencia College opened its new 54,000 square foot Careers in Industry and Technology Building. This new building houses a variety of new workforce-oriented degree programs in manufacturing, residential property management, and hospitality and tourism management. In addition, this building houses a new office location for CareerSource of Central Florida, who has partnered with Valencia College to provide job training to the unemployed or under-employed workforce. CareerSource of Central Florida offers a variety of workforce training programs, include apprenticeships, on-the-job training, and classroom training. They also provide support services for veterans, single parents, and other specific populations.

On a more local level, the Osceola County School District provides Integrated Education and Training (IET) programs that combine adult education with workforce preparation activities. These programs help individuals develop basic skills, English language skills, and/or earn a high school equivalency diploma while preparing for specific occupations. During the consultation process for the development of this Consolidated Plan, our Consultants met with Back on Track Employment Services, a local non-profit workforce development provider, to discuss priority needs that can be addressed with Federal funding over the next five-year planning period to assist in the effort to increase workforce training initiatives. The top two (2) priority needs identified were 1) case-management services; and 2) job-matching services, which will be considered during the development of the Strategic Plan portion of this Consolidated Plan.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

During the consultation process for the development of this Consolidated Plan, our Consultants met with the East Central Florida Regional Planning Council (ECFRPC) to discuss economic development initiatives on a regional level and how those plans or initiatives can be furthered with Federal funding over the next five-year planning period. The ECFRPC is the entity responsible for developing and implementing the region's Community Economic Development Strategy (CEDS).

Some of the current goals in the 2022-2027 CEDS Plan include:

- Assess vulnerabilities of the economic system and develop strategies to adapt to shocks and stressors;
- Increase investment in the region's innovation clusters and emerging industries that encourage economic diversification; and
- Fund increased access to quality public goods and services in: transportation, housing, food access and affordability, quality childcare and digital broadband access.

All of these goals are centered around a newer term called "Economic Resilience" that is the ability of an economy to withstand and recover from shocks or disruptions, and to adapt to changing conditions. A key aspect of economic resilience is the ability to quickly recover from negative events such as recessions, natural disasters, or market shifts. In addition to the CEDS, the ECFRPC created Community Resilience Dashboards at the county level to explore datasets that provide vital, real-time data that represents the civilian labor force, and is categorized by employed and unemployed to better plan objectives and strategies to address the goals of the CEDS.

The City of Kissimmee is committed to aligning our five-year strategic goals to encourage and enhance the promotion of strengthening our workforce through increasing access to job training and employment opportunities using local, state and federal funding resources.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD defines concentration as areas containing more than 80% of the households, at all income levels, have at least one of the four common housing problems: cost burden (30.1%-50% of monthly household income spent on housing costs); severe cost burden (50.1% or more of monthly household income spent on housing costs); overcrowding; insufficient plumbing or kitchen facilities.

According to the HUD Community Planning and Development (CPD) Mapping Tool, between 60-80% of households in the West central portion of Kissimmee along John Young Parkway, Emmett Street, and North Main Street have at least one of the four common housing problems. According to the 2019-2023 Comprehensive Housing Affordability Strategy (CHAS) data, severe cost burden is the most common housing problem faced by Kissimmee residents, with 8,011 households paying more than 50.1% of monthly household income on housing costs. The majority of these households (3,867) have a reported household income of 30% or less the area median income of \$51,227.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

HUD defines racial or ethnic minority concentration as areas where more than 50% of the population is non-white. The City defines low-income household concentration as areas where more than 50% of households have a household income of 80% or below the area median income.

According to the American Community Survey 2016-2020 five-year estimates, the largest ethnic concentration represented in Kissimmee is Hispanic or Latino, with 67.6% of the population identifying as one of these ethnicities. Furthermore, approximately 50,000 residents identify as being of Puerto Rican descent. The largest concentration of Hispanic or Latino households can be found in the Northeast (Census Tract 429) and Northwest (Census Tract 409) quadrants of the city.

According to the American Community Survey 2016-2020 five-year estimates, the highest concentration of households (1,440) with an income of 80% or below the area median income is located in the Northeast quadrant (Census Tract 429) of the city near US Highway 192. During the previous five-year planning period, there was a large population of precariously housed, low-income residents residing in motels or hotels in this same census tract. In addition, the same

dataset shows a high concentration of households (905) with an income of 80% of below the area median income located in the Northwest quadrant (Census Tract 409) of the city near Poinciana Boulevard.

What are the characteristics of the market in these areas/neighborhoods?

The Northeast quadrant (Census Tract 42900) of Kissimmee is predominantly low- to moderate-income families, residing in motels, hotels, or multi-family developments whose economy is driven by the tourism and retail industry. This area is also affected by common housing problems such as aging housing stock, and cost burden due to lower paying jobs.

The Northwest quadrant (Census Tract 40900) of Kissimmee is predominantly low- to moderate-income families, residing in single-family homes whose economy is driven by industrial development. This area is desirable for affordability due to its developable land, but is also affected by common housing problems such as cost burden due to lower paying jobs.

Are there any community assets in these areas/neighborhoods?

The biggest community asset in Northeast and Northwest quadrants of the city is the SunRail stations that provide commuters with easier access to public transportation. While the Northeast quadrant of the city already has existing industrial development, the Northwest quadrant of the city contains newly annexed areas suitable and desirable for industrial development. There is a high priority towards the full utilization and development of lands designated for industrial development proximal to the Kissimmee Gateway Airport as a part of the overall effort of the City of Kissimmee Aerospace Advancement Initiative to incentivize aerospace businesses to open facilities at or near the airport.

Are there other strategic opportunities in any of these areas?

Recent and ongoing development of the University of Central Florida Lake Nona Medical City located within 20 miles of the City of Kissimmee is a cluster of healthcare and bioscience facilities that continue to expand the availability of jobs in healthcare. Affordable rental housing development and workforce housing is another strategic opportunity for these areas. The City will continue working with regional and local organizations to address housing problems by providing homeless and precariously housed individuals and families with direct rental assistance to obtain permanent, affordable rental housing, as well as housing developers to further affordable housing development and preservation for all low- to moderate-income families throughout the city.

Haven on Vine Project: The City of Kissimmee is utilizing CDBG and HOME funds to support the Haven on Vine Project, which focuses on providing housing for individuals experiencing homelessness. Though the project is targeted at the homeless population, it also contributes to addressing the broader housing needs of the region, which includes supportive services that benefit those with other special needs.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan section of the Consolidated Plan outlines the geographic distribution of resources; the priority needs determined by the findings described in the Needs Assessment, Housing Market Analysis and the Citizen Participation/Consultation Process; the influence of the housing market conditions on funds distribution and impact; amount of funding anticipated to be received from HUD funded programs: Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME), other State Housing Initiatives Partnership Program (SHIP) and local funding sources, and special allocations over the next five years; the institutional delivery structure for funding and service distribution; the goals and objectives for the next five years; public housing accessibility and involvement strategies; barriers to affordable housing; strategies to overcome homelessness; strategies to identify and abate lead based paint hazards; anti-poverty strategies; and the City's plan for monitoring progress and compliance. The strategy has been developed to achieve the following statutory goals, mainly for the low- and moderate-income residents:

- Provide a suitable living environment: Improve the safety and livability of neighborhoods; increase access to quality facilities and services; reduce the isolation of income groups within areas by making housing opportunities available throughout the County; revitalizing deteriorating neighborhoods; and conserve energy resources.
- Provide decent housing: Assist low- and moderate-income households in obtaining affordable rental and owner-occupied housing. Assist qualified homeowners in making repairs to their homes and thus retaining the availability of permanent housing that is affordable to low- and moderate-income families. Assist families that need help to make initial rental payments or rental and/or utility payments because of an unforeseen circumstance.
- Expand economic opportunities: Create jobs accessible to low- and moderate-income persons; provide access to credit education for community development that promotes long-term economic and social viability; and empower low- and moderate-income persons to achieve self-sufficiency.

SP-10 Geographic Priorities

Over the next five year period, the City of Kissimmee intends to distribute Federal and State funding resources to projects on a city-wide and local target area basis in neighborhoods which contain at least 51% or more low- to moderate-income households. The City of Kissimmee has recently added a local target area where code enforcement issues will be addressed over the next five-year planning period. The geographic boundaries for this target area mainly include Census Tracts 41600, 42202, and 42300.

SP-25 Priority Needs

Priority needs are identified by the results of the Needs Assessment, Housing Market Analysis, and the Citizen Participation/Consultation Process and include affordable housing, homeless prevention, economic development, public services, and public infrastructure and facilities improvements.

SP-35 Anticipated Resources

The City of Kissimmee anticipates receiving approximately \$1,955,788, per year, in Federal, State and Local funding resources to be allocated toward housing and community development projects over the next five years. This includes approximately \$1,000,854 in CDBG program funding, \$326,732 in HOME program funding through the Osceola County HOME Consortium, and \$628,202 through the State Housing Initiatives Partnership (SHIP) program.

SP-40 Institutional Delivery Structure

The City of Kissimmee Housing and Community Development Department institutional delivery structure is comprised of local government departments, other local public agencies, and local and regional housing and public service providers who will be responsible for the distribution and implementation of projects funded by Federal and State program dollars over the next five-year period.

SP-45 Goals Summary

The City of Kissimmee Housing and Community Development Department has selected six general goals to address during the Program Years 2025-2029 Consolidated Plan period. 1) Affordable Housing; 2) Public Services; 3) Public Facilities and Infrastructure Improvements; 4) Economic Development; and 5) Planning/Administration. These goals include a summary of the activities that will be addressed for each goal, as well as the estimated funding amount and the number of beneficiaries to be accomplished over the goal period. These goals must meet both national objectives, as well as address local housing and community development needs.

SP-65 Lead Based Paint Hazards

This section of the Strategic Plan describes the City's policies and procedures for identifying and avoiding lead based paint hazards when completing housing projects over the next five-year period. The City of Kissimmee recognizes that lead-based paint hazards are a serious problem and seek to mitigate the effect these hazards have in the community. The City provides education and guidelines to all contractors utilizing Federal and State grant funds to identify and address lead based hazards before the implementation of affordable housing projects.

SP-70 Anti-Poverty Strategy

This section of the Strategic Plan describes the City's strategies planned to address the needs of extremely low and very-low income persons who have household incomes that fall below the poverty line and what types of programs are available to address these needs.

SP-80 Monitoring

This section of the Strategic Plan describes the City's methods used to properly monitor all local partners and subrecipients who will be awarded federal funding over the next five year period to implement projects to meet the housing and community development needs of residents of the City of Kissimmee.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 10 - Geographic Priority Areas

1	Area Name:	City of Kissimmee
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	68.10%
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	City-wide
	Include specific housing and commercial characteristics of this target area.	The housing inventory in Kissimmee varies among characteristics such as age, condition, and price. Median home values are approximately \$273,900. Median gross rent is \$1,553 per month. Approximately 49 percent of households were built between 1980 and 1999. Approximately 22 percent of households were built prior to 1980. Kissimmee is home to a variety of entertainment venues, including Disney theme parks and attractions, as well as aerospace technology, manufacturing, and medical services. The top business sectors in the city are Transportation and Warehousing; Finance, Insurance and Real Estate; and Professional, Scientific and Management Services.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Two public meetings were held to solicit public input from citizens and local housing and community development services providers at the beginning of the Consolidated Plan process. Consultation meetings was conducted with local public institutions and non-profit organizations to solicit input and document current housing and community development needs city-wide. A survey was made available to the public distributed in hard copy version at public meetings and emailed directly to consulted agencies.

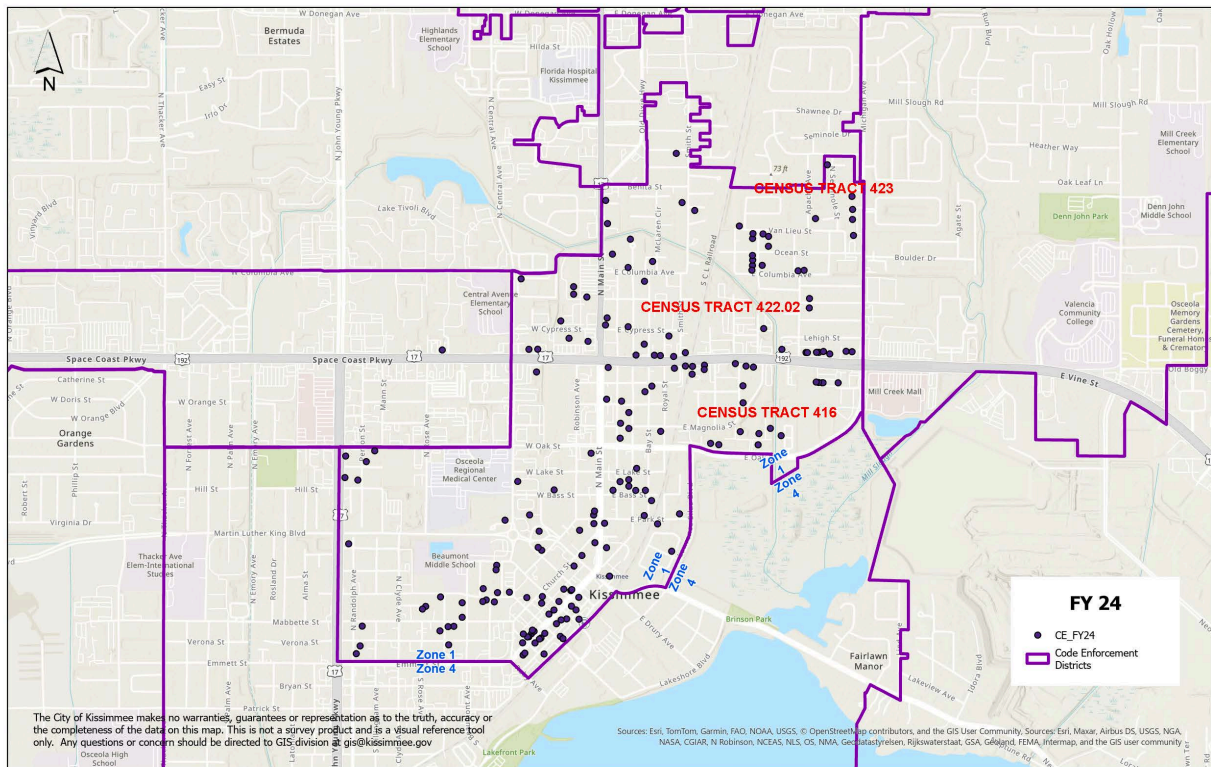
	Identify the needs in this target area.	Affordable rental and owner-occupied housing, commercial rehabilitation to correct code enforcement issues, public facilities and infrastructure, and public services.
	What are the opportunities for improvement in this target area?	The City of Kissimmee works closely with local housing and supportive service providers to increase and expand outreach to very low- and low-income residents to provide better access to economic and affordable housing opportunities to sustain safe and suitable living environments and avoid pitfalls that could lead to homelessness.
	Are there barriers to improvement in this target area?	Some barriers to improvements within the city include low paying jobs, the needs outweigh the funding availability, limited access to public transportation, and high rental market rates for persons and families who face underemployment or unemployment.
2	Area Name:	Code Enforcement Area (CDBG District Area)
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	65.00%
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The geographic boundaries for this target area mainly include Census Tracts 41600, 42202, and 42300.
	Include specific housing and commercial characteristics of this target area.	This target area is predominantly low- to moderate-income single-family households. Commercial characteristics include hospitality and tourism, and is centrally located to a growing healthcare sector.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Our consultation with the City's Code Enforcement Department identified a great need for continued inspection and financial assistance needed to correct code enforcement violations for single family homes and commercial properties.

	Identify the needs in this target area.	There is a high need for housing and commercial rehabilitation to correct code enforcement violations.
	What are the opportunities for improvement in this target area?	Housing and commercial rehabilitation.
	Are there barriers to improvement in this target area?	No barriers identified.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction

There are ten Census Tracts within the boundaries of the City of Kissimmee. According to the *HUD CPD Mapping Tool* there are eight qualified census tracts (40900, 41600, 41700, 41800, 41900, 42000, 42202, and 42900) that are contain predominantly low- to moderate-income households. Approximately 17,195 or 68.10% of the total households in the City of Kissimmee are at or below the Area Median Income. The mapping tool also shows that there is a great need for affordable rental and owner-occupied housing in census tracts 40900, 41600, 41800, 41900, 42000, 42202, and 42900 which have high concentrations of severe cost burden (80%+). Furthermore, there is a great need for housing and commercial rehabilitation due to a high number of code enforcement violations in the CDBG District Area identified. Funding allocations for affordable housing and economic development activities will be targeted to these areas in an effort to address the burdens indicated in the data.



SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 11 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Affordable Housing Housing Preservation

	Description	The Consolidated Plan indicates the general priorities for allocating investment of available resources among different needs. Priority needs are those that will be addressed by the goals outlined in the Strategic Plan: <u>Affordable Housing:</u> • Rehabilitation of rental housing • Emergency rental assistance • Construction of new rental housing • Down-Payment assistance for new homebuyers • Owner-occupied single-family housing rehabilitation • Code enforcement
	Basis for Relative Priority	There is need for affordable housing throughout the city, specifically in the eight census tracts that were identified by the HUD CPD Mapping Tool. CDBG, HOME and SHIP funds will be allocated towards this priority.
2	Priority Need Name	Public Facilities and Infrastructure Improvements
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Public Facilities and Infrastructure Improvements

	Description	Funds will be allocated to City Departments for public facilities and infrastructure improvement projects when funds are available and projects are determined to meet an immediate need. <u>Public Facilities</u> • Community centers • Parks and recreational facilities • Libraries • Shelters <u>General Infrastructure</u> • Traffic/street lighting • Sidewalks • Storm drainage • Roads • Septic-to-sewer conversion
	Basis for Relative Priority	Neighborhoods rely on the availability and accessibility of public facilities and infrastructure to maintain a suitable living environment. As the City's population grows, the public infrastructure in low- to moderate income neighborhoods need improvements.
	3	
	Priority Need Name	Public Services
	Priority Level	High

	Population	Extremely Low Low Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Public Services

	Description	Area agencies work diligently with very few financial resources to assist the City's homeless and low-, and very-low income households. The City will provide available public services funding to these agencies to continue their work. <u>Public Services</u> • Childcare services • Homebuyer financial literacy and/or education • Youth activity services • Food security services • Mental health services • Job training • Rental assistance
	Basis for Relative Priority	Through analysis of census and local data, it is evident that area public service agencies have significantly greater demand for assistance than resources can accommodate. The City will continue to support area agencies through public service funding.
4	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Individuals veterans Victims of Domestic Violence
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Economic Development

	Description	Disparity between household income and housing and other living expenses results in a significantly high percentage of the city's population to be financially burdened and threatened with homelessness. Currently, much of the city's employment opportunity is in service-related fields that pay lower wages. The City will allocate resources intended to (1) attract new businesses with employment opportunities that pay higher wages, (2) provide job training/educational opportunities to citizens in an effort to permanently move them from low wage jobs to higher paying, permanent employment opportunities. <u>Economic Development</u> • Financial assistance to small and micro-enterprise businesses • Employment training • Job placement services • Commercial building facade improvements
	Basis for Relative Priority	Census and local data reflect a great disparity between household incomes and cost of housing. Through increased funding of economic development activities, the City anticipates increased availability of living-wage employment.
5	Priority Need Name	Homeless Services
	Priority Level	High
	Population	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Affordable Housing Public Services

	Description	This priority need focuses on affordable housing and public services focused centrally towards homeless or at-risk of homelessness persons and families in the City of Kissimmee. <u>Homeless Services</u> • Eviction prevention services • Healthcare for homeless persons/families • Temporary shelter for homeless persons/families • Mental health services for homeless persons/families • Permanent housing for homeless persons/families
	Basis for Relative Priority	According to the 2025 Point-in-Time Counts provided by Homeless Services Network of Central Florida, there are approximately 373 homeless persons/families in or around Kissimmee, with 188 of them living on the streets. Homelessness in Kissimmee is unique because PiT counts rarely count persons and families living in hotels or in other forms of precarious housing. This is why the City of Kissimmee is committed to directing funding towards homeless services activities to address the problem of homelessness in our community.
6	Priority Need Name	Broadband Services
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Public Facilities and Infrastructure Improvements
	Description	The City of Kissimmee is exploring options to identify areas in need of better access to broadband infrastructure and affordable broadband service. <u>Broadband Services</u> • Improve broadband infrastructure to increase speed of services • Increase choice of affordable broadband service providers • Increase access to affordable broadband services

	Basis for Relative Priority	According to current Census Bureau data, 94.8% of Kissimmee's households reported to have a computer at home, but only 89.7% of households have dedicated internet service. For these reasons, the City of Kissimmee sought public input on the level of need for increased access to broadband internet services. The top need indicated by the survey respondents was the need for increase speeds to current broadband internet services available within the jurisdiction.
7	Priority Need Name	Climate Resiliency
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Housing Preservation Public Facilities and Infrastructure Improvements
	Description	The City is exploring potential ways to address the effects of climate change in order to protect our infrastructure and housing stock from extreme weather events, such as hurricanes, which have increased over the last few years. <u>Climate Resiliency</u> • Reduce greenhouse gases with energy efficient upgrades to housing • Nature-based solutions to protect bodies of water • Wind-retrofitting public and commercial buildings • Installation of underground utilities to reduce power outages during extreme weather • Protection of infrastructure from flooding caused by natural disasters
	Basis for Relative Priority	Due to regional priorities being centered around the potential negative impacts of climate change, the City of Kissimmee sought public input through a survey on the what the priority needs are for protecting our infrastructure and housing stock during extreme weather events. The top priority need indicated by survey respondents was reduce greenhouse gases with energy efficient upgrades to housing.
8	Priority Need Name	Planning/Administration

	Priority Level	High
	Population	Other
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	CDBG Program Administration
	Description	The City of Kissimmee uses 20% of its annual CDBG funding allocation for eligible planning and administration activities. <u>Planning/Administration</u> • Planning and research • Project oversight • Public outreach and engagement • Training and capacity building • Staff salaries • Operational costs
	Basis for Relative Priority	The City of Kissimmee needs to utilize Program Administration funds in order to effectively implement CDBG projects and activities.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Kissimmee anticipates receiving approximately \$1,955,788 in Federal funding each year during the 2025-2029 Consolidated Plan period. The estimated annual allocations are \$1,000,854 for the CDBG Program and \$326,732 from the HOME Program Consortium. In addition, the City of Kissimmee anticipates to receive annual allocations of State funding from the State Housing Initiatives Partnership Program (SHIP) which are estimated at approximately \$628,202 per year, depending on funding availability through the Florida Housing Finance Corporation. Any program income or prior year funding resources that are received during each single fiscal year will be added to the next year's funding allocations.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,000,854	0	0	1,000,854	4,003,416	All CDBG goals and projects will benefit persons and households with a household income of less than 80% AMI.
HOME	Public-federal	Affordable rental housing CHDO Set-Aside Admin and Planning	\$326,732	0	0	\$326,732	\$1,306,928	All HOME goals and projects will benefit persons and households with a household income of less than 80% AMI.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
SHIP	public-state	Owner-occupied rehabilitation Eviction prevention New construction/rehabilitation of rental housing	\$628,202	0	0	\$628,202	\$2,512,808	SHIP funding will be used towards eligible affordable housing activities.

Table 12 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Kissimmee anticipates to use annual SHIP Program funding, when available, as match towards affordable housing activities predominately supported by CDBG and HOME program funding. The City will also leverage other special private, state and local funds allocations towards eligible Federal program activities, if they are to become available over the next five year period.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

In 2006, the Florida Legislature passed House Bill 1363, addressing the issue of affordable housing in Florida. The law mandates that by July 1, 2007 and every three years thereafter, each County and municipality shall prepare an inventory list of real estate properties owned by the local government in fee simple title within its respective jurisdiction that are appropriate for use as affordable housing. The City's *Affordable Housing Inventory* includes a process for identifying City-owned land and structures that can be used for the creation of affordable housing development.. Affordable housing developers who might purchase or receive land as a donation may

include: community land trusts, Community Housing Development Organizations (CHDOs), Community Development Corporations (CDCs), private developers and adjacent property owners). Housing and Community Development staff will administer the program. Staff will set up schedules and monitor the construction process to ensure that projects are completed timely. In addition, staff will determine the income eligibility of the buyer or tenant in order to ensure that the income requirements are met. Organizations that are awarded property through this program are encourage leveraging funds from other federal and state grants including CDBG, HOME, and SHIP.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Hope Partnership	Non-profit organizations	Homelessness Non-homeless special needs public services	Jurisdiction
Osceola Council on Aging	CHDO Non-profit organizations	Homelessness Non-homeless special needs Rental public services	Jurisdiction
Help Now of Osceola	Non-profit organizations	Homelessness public services	Jurisdiction
Helping Others Make the Effort	Non-profit organizations	Homelessness public services	Jurisdiction
Back on Track Employment Services, Inc.	Non-profit organizations	Economic Development	Jurisdiction
HANDS of Central Florida	CHDO Non-profit organizations	Rental	Region
OSCEOLA COUNTY	Government	Ownership Rental public services	Jurisdiction

Table 13 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Kissimmee works in partnership with the local government and non-profit organizations listed above to deliver funding resources and services directly to the community. The collaboration and coordination between the City and its partner organizations has proven beneficial to the homeless and non-homeless special needs population by providing the necessary housing and supportive services to sustain safe and healthy living environments. The City contracts with the service providers listed above as subrecipients to provide outreach to populations most in need of public services such as homeless prevention, healthcare services, counseling, and job training/employment services. The City is also a member of the local HOME

Consortium with the Osceola County Housing and Community Services Department and frequently collaborates to maximize the use of annual Federal funding for affordable housing opportunities.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X	X	
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 14 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The homeless services providers listed above coordinate services in a streamlined and efficient manner and eliminates the possibility of "double-dipping" by recipients of the assistance. Their missions are to provide direct outreach to the at-risk and homeless populations to deliver

services needed most in the community. The City of Kissimmee works with these local private agencies as an extension of capacity to ensure that Federal funding is being maximized to the greatest extent possible, and also within compliance of program guidelines.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The strengths of the current service delivery system include an experienced network of local special needs and homeless service providers with successful track records in providing housing and supportive services, these providers have direct access to the community at large and are experienced in the advertisement of these services, local service providers are equipped to purchase the appropriate materials necessary to provide these services, with little to no delay in delivery, and can leverage other resources available within their organizations to supplement these services to achieve maximum impact.

The gaps of the current service delivery system includes limited resources spread among several special needs and homeless services providers. In addition, there is a need to transform the culture of persons who are homeless, precariously housed, or extremely low-income from the dependence and entitlement of these services, to one that encourages self-sufficiency and progress. Increasing economic opportunities that motivate and improve personal wealth would lead to improved, long-term financial strength and independence.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Kissimmee will continue to expand and strengthen relationships with Osceola County government and local non-profit service providers. These relationship building initiatives will help in overcoming current gaps in the institutional structure and service delivery system for carrying out activities that address the community's priority needs. Osceola County and the City of Kissimmee conduct monthly meetings with social services providers in an effort to strengthen coordination of services to address priority needs for low-to moderate income households. As a member of the Osceola Social Services Network, the City of Kissimmee plays a key role in fostering collaboration between various community agencies. The goal of the Network is to bring together organizations and agencies to address local challenges, particularly those related to health, housing, and social services. By strengthening these partnerships, the Network aims to better serve the community, ensure that resources are effectively distributed, and respond to the changing needs of residents. One of the key objectives of the Network is to provide opportunities for agency leadership to assess the ongoing needs in the community, engage in

strategic planning, and implement solutions that will create a more sustainable and equitable community. The discussion also highlights the ongoing efforts to address health and social service challenges in Osceola County. This includes tackling issues related to affordable housing, access to healthcare, food insecurity, mental health, and other critical social determinants of health. By continually updating and refining its approaches, the City of Kissimmee and the Osceola Social Services Network are working to ensure that all residents, particularly vulnerable populations, have the support they need to thrive.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2025	2029	Affordable Housing Homeless	City of Kissimmee	Affordable Housing Homeless Services	CDBG: \$0	Rental Housing Constructed: 83 Rental Household Housing Unit
2	Housing Preservation	2025	2029	Affordable Housing	City of Kissimmee	Affordable Housing Climate Resiliency	CDBG: \$2,347,224	Owner Housing Rehabilitated:5 Household Housing Unit Rental Housing Rehabilitated: 40 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Kissimmee	Public Services Homeless Services	CDBG: \$600,512	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 100 Households Assisted
4	Public Facilities and Infrastructure Improvements	2025	2029	Non-Housing Community Development	City of Kissimmee	Public Facilities and Infrastructure Improvements Broadband Services Climate Resiliency	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted
5	Economic Development	2025	2029	Non-Housing Community Development	City of Kissimmee	Economic Development	CDBG: \$0	Jobs created/retained: 10 Jobs Commercial façade improvements: 10 Buildings Assisted Businesses assisted: 5 Businesses Assisted
6	Planning/Administration	2025	2029	Program Administration	City of Kissimmee	Planning/Administration	CDBG: \$800,680	Other: 1 Other

Table 15 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Affordable housing activities involving new construction of rental housing or for the direct financial assistance that furthers access to affordable housing opportunities.
2	Goal Name	Housing Preservation
	Goal Description	Affordable housing activities including homeowner and rental rehabilitation, and code enforcement repairs.
3	Goal Name	Public Services
	Goal Description	The City of Kissimmee will continue to dedicate 15% of its annual allocation for awards to public service agencies providing assistance to the low and moderate-income citizens of Kissimmee.
4	Goal Name	Public Facilities and Infrastructure Improvements
	Goal Description	Public Facilities and Infrastructure Improvements activities could include water-sewer improvements, sidewalks, road paving, and other eligible activities if/when identified as a priority need in the Annual Action Plan throughout this five year period.
5	Goal Name	Economic Development
	Goal Description	Economic Development activities that may include micro-loan programs, job placement/retention activities, and large economic development activities involving Section 108 loans. This goal also includes job training programs and activities that increase access to employment opportunities.
6	Goal Name	Planning/Administration
	Goal Description	Annual planning and administrative costs related to the execution of community development activities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Most of the City of Kissimmee's annual housing and community development goals and activities are targeted towards extremely low- and low-income persons and households within the jurisdiction. Specifically, affordable housing, housing preservation, and public services goals. During the next five year planning period, the City of Kissimmee intends to provide affordable housing opportunities to an estimated 300 extremely low-, low-income, and moderate-income households within the jurisdiction over a five-year period.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

According to the HUD CPD Mapping Tool Report from June 2025, approximately 2,435 housing units within the City of Kissimmee were built before 1980 which designates them as “at-risk” of lead based paint exposure. The City of Kissimmee is committed to monitoring these risks by working with its sub-recipients and local housing services providers, on projects funded with Federal or State grant funding, to ensure that these risks are properly tested and eliminated when rehabilitating or redeveloping affordable housing. All Federal and State funded and contracted projects require that developers comply with the Residential Lead-Based Paint Hazard Reduction Action of 1992.

Actions to Address LBP Hazards

- Assigned staff shall use the LSHR Applicability Form and Screening Worksheets to determine if the project is exempt from the Rule. Prior to meeting with applicant, assigned staff will obtain information from Osceola County Tax Assessor’s records to determine the approximate year as to when the applicant’s house was built.
- Assigned staff shall proceed with obtaining lead-based paint test results in order to make a determination on required activity.
- If a lead-based paint inspection for a pre-1980 housing rehabilitation project is determined to have less than one milligram per square centimeter (1mg/cm²), construction can proceed with required disclosure and notice.
- If a lead-based paint inspection for a pre-1980 housing rehabilitation projects proves to be lead positive, contractors will be required to proceed in accordance with HUD established procedures prescribed in *24 CFR part 35* for proper management and treatment.

How are the actions listed above integrated into housing policies and procedures?

The actions described above are integrated in the City of Kissimmee Lead Based-Paint internal policies and procedures for all Federal and State housing related activities, as well as the local Comprehensive Plan and are aligned with the goals and objectives for preserving and expanding affordable housing opportunities in this Consolidated Plan.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Kissimmee's intent is to fund programs and develop policies to reduce the number of people living in poverty. According to the HUD CPD Mapping Tool Report from June 2025, there are an estimated 17,916 persons or 25.06% of Kissimmee's population living in poverty. That is an increase of 1.2% from the previous five-year planning period. The City will continue allocating Federal and State funding resources to programs and projects that are geared specifically toward extremely low- and low-income persons and families over the next five years. In addition, the City will continue strengthening and expanding its partnerships with local housing and supportive service providers and other City Departments to further the goals and objectives set forth in this Consolidated Plan.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

As previously mentioned, the City of Kissimmee has established three overarching strategies that are designed to address persons living in poverty over the next five year period.

1. Prevention strategies that allow households to avoid homelessness;
2. Job training and employment activities that permanently increase the earning potential of the household; and
3. Economic incentives to businesses to relocate and/or expand to provide more high paying jobs.

The City of Kissimmee will consider allocating funding to eligible projects that address the need for better opportunities for persons living in poverty.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City will conduct an on-going monitoring process in order to review the programmatic and financial aspects of activities. The monitoring process is oriented towards resolving problems, offering technical assistance and promoting timely implementation of projects.

The City of Kissimmee performs risk assessments to determine the risk associated with a Sub-recipient or application submitted for funding. The City will utilize a ranking and rating criteria based on risk analysis as part of the process for selection of its Sub-recipients.

Although no written agreement is required if a project/activity is awarded to a department within the City, Housing and Community Development staff will monitor the project/activity. This monitoring will include a review of all applicable requirements that the City implemented before funding the activity. These requirements will include (if applicable):

- A) Davis-Bacon compliance – All Federal funded grant projects in excess of \$2,000 will require Davis-Bacon monitoring and reporting. Sub-Recipients and contractors are informed of their responsibilities to report this information during the contracting process.
- B) Environmental Review Record (ERR) completion – All HUD funded projects, with the exception of Planning and Administration activities, must undergo the ERR process.
- C) Compliance with federal procurement requirements – At a minimum, all Federal and State funded projects must undergo the 2 CFR part 200 Federal procurement guidelines. Moreover, the internal City procurement requirements are followed in the event that they have thresholds that are more strict than the Federal regulations.

D) Other cross-cutting measures, as identified by HUD – These additional measures that must be addressed with HUD funded housing and non-housing community development projects include: employment and contracting; site and neighborhood standards; relocation; and lead based paint.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Kissimmee anticipates receiving approximately \$1,955,788 in Federal funding each year during the 2025-2029 Consolidated Plan period. The estimated annual allocations are \$1,000,854 for the CDBG Program and \$326,732 from the HOME Program Consortium. In addition, the City of Kissimmee anticipates to receive annual allocations of State funding from the State Housing Initiatives Partnership Program (SHIP) which are estimated at approximately \$628,202 per year, depending on funding availability through the Florida Housing Finance Corporation. Any program income or prior year funding resources that are received during each single fiscal year will be added to the next year's funding allocations.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,000,854	0	0	1,000,854	4,003,416	All CDBG goals and projects will benefit persons and households with a household income of less than 80% AMI.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	Public-federal	Affordable rental housing CHDO Set-Aside Admin and Planning	\$326,732	0	0	\$326,732	\$1,306,928	All HOME goals and projects will benefit persons and households with a household income of less than 80% AMI.
SHIP	public-state	Owner-occupied rehabilitation Eviction prevention New construction/rehabilitation of rental housing	\$628,202	0	0	\$628,202	\$2,512,808	SHIP funding will be used towards eligible affordable housing activities.

Table 16 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Kissimmee anticipates to use annual SHIP Program funding, when available, as match towards affordable housing activities predominately supported by CDBG and HOME program funding. The City will also leverage other special private, state and local funds allocations towards eligible Federal program activities, if they are to become available over the next five year period.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In 2006, the Florida Legislature passed House Bill 1363, addressing the issue of affordable housing in Florida. The law mandates that by July 1, 2007 and every three years thereafter, each County and municipality shall prepare an inventory list of real estate properties owned by the local government in fee simple title within its respective jurisdiction that are appropriate for use as affordable housing. The City's *Affordable Housing Inventory* includes a process for identifying City-owned land and structures that can be used for the creation of affordable housing development.. Affordable housing developers who might purchase or receive land as a donation may include: community land trusts, Community Housing Development Organizations (CHDOs), Community Development Corporations (CDCs), private developers and adjacent property owners). Housing and Community Development staff will administer the program. Staff will set up schedules and monitor the construction process to ensure that projects are completed timely. In addition, staff will determine the income eligibility of the buyer or tenant in order to ensure that the income requirements are met. Organizations that are awarded property through this program are encourage leveraging funds from other federal and state grants including CDBG, HOME, and SHIP.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning/Administration	2025	2026	Program Administration	City of Kissimmee	Planning/Administration	CDBG: \$200,170.00	Other: 1 Other
2	Housing Preservation	2025	2026	Affordable Housing	City of Kissimmee	Affordable Housing	CDBG: \$650,556.00	Rental units rehabilitated: 40 Household Housing Unit Owner Housing Rehabilitated: 3 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit
3	Public Services	2025	2026	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Kissimmee	Public Services	CDBG: \$150,128.00	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Table 17 – Goals Summary

Goal Descriptions

1	Goal Name	Planning/Administration
	Goal Description	Annual planning and administrative costs related to the execution of community development activities.
2	Goal Name	Housing Preservation
	Goal Description	Affordable housing activities including homeowner and rental rehabilitation, and code enforcement inspections and repairs.
3	Goal Name	Public Services
	Goal Description	The City of Kissimmee will continue to dedicate 15% of its annual allocation for awards to public service agencies providing assistance to the low and moderate-income citizens of Kissimmee.

AP-35 Projects - 91.420, 91.220(d)

Introduction

During the first Program Year of this five-year Consolidated Plan, the City of Kissimmee will allocate its \$1,000,854.00 in CDBG Program funding to four (4) projects including Public Services, Code Enforcement, Housing Rehabilitation, and CDBG Program Administration.

Public Services

The City of Kissimmee will accept applications from local housing and other non-housing support service providers and allocate \$150,128 in CDBG funding towards the delivery of public services between October 1, 2025 - September 30, 2026 based on established evaluation criteria to make the biggest impact towards the needs presented in the five-year Consolidated Plan.

Code Enforcement

The City of Kissimmee will allocate \$85,000 in CDBG Program funding towards the salary of a Code Enforcement Officer that is designated to inspect residential and commercial properties in a specific zone that is predominantly low- to moderate-income residents between October 1, 2025 and September 30, 2026.

Housing Rehabilitation

The City of Kissimmee will allocate \$500,000 in CDBG Program funding towards the rehabilitation of rental housing units for very-low and low-income residents at the Haven on Vine Apartments between October 1, 2025 and September 30, 2026. The City of Kissimmee will also allocate \$65,556 in CDBG Program funding for the cost rehabilitation, improvements, and services necessary to address code violations of single family owner-occupied housing units.

Planning/Administration

The City of Kissimmee will allocate \$200,170 in CDBG Program funding towards daily, eligible planning and program administration activities to implement CDBG Program funding within compliance with Program guidelines and to ensure a timely delivery of services.

#	Project Name	Funding Amount
1	Public Services	\$150,128.00
2	Code Enforcement	\$85,000.00
3	Housing Rehabilitation	\$565,556.00
4	Planning/Administration	\$200,170.00
PY 2025 CDBG Program Funding Total		\$1,000,854.00

Table 18 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Kissimmee has selected these projects due to the overwhelming need for public services and affordable housing for low- and moderate-income households and persons with special needs to maintain safe, healthy and sustainable living environments. The most common obstacle to addressing underserved needs is the limit of funding available versus the need.

AP-38 Project Summary

Project Summary Information

Project Name	Public Services
Target Area	City of Kissimmee
Goals Supported	Public Services
Needs Addressed	Public Services
Funding	\$150,128.00
Description	General public services including, but not limited to employment training, childcare services, and eviction prevention.
Target Date	September 30, 2026
Location Description	The activities funded under this project will be carried out on a city-wide basis by the City of Kissimmee Housing and Community Development Division located at 101 Church Street, Suite 100 Kissimmee, Florida 34741 or through a local housing and supportive services provider on a contractual basis.
Estimate the number and type of families that will benefit from the proposed activities	We estimate that this activity will serve 100 low- to moderate-income persons over a one-year period.
Planned Activities	Eligible activities include, but are not limited to employment training, childcare services, and eviction prevention.
Project Name	Code Enforcement

Target Area	Code Enforcement Area (CDBG District Area)
Goals Supported	Housing Preservation
Needs Addressed	Affordable Housing
Funding	\$85,000.00
Description	Funding towards the salary of a Code Enforcement Officer that is designated to inspect residential households and commercial properties in a specific zone that is predominantly low- to moderate-income residents.
Target Date	September 30, 2025
Location Description	These project activities will be carried out by the City of Kissimmee Code Enforcement Division located at 101 Church Street, Suite 100 Kissimmee, Florida 34741.
Estimate the number and type of families that will benefit from the proposed activities	We estimate that approximately 100 low- to moderate-income households will benefit from the proposed activities.
Planned Activities	Funding towards the salary of a Code Enforcement Officer designated to inspect a specific zone that is predominantly low- to moderate-income households.
Project Name	Housing Rehabilitation
Target Area	City of Kissimmee
Goals Supported	Housing Preservation
Needs Addressed	Affordable Housing

Funding	\$565,556.00
Description	Rehabilitation of rental housing for very-low and low-income households at the Haven on Vine Apartments and minor rehabilitation, improvements and services necessary to address code violations of single family owner-occupied housing units.
Target Date	September 30, 2026
Location Description	This project will be carried out by the City of Kissimmee Housing and Community Development Division located at 101 Church Street, Suite 100 Kissimmee, Florida 34741.
Estimate the number and type of families that will benefit from the proposed activities	We estimate approximately 40 rental housing units will be rehabilitated with the proposed activities, and approximately 3 low- to moderate-income single family owner-occupied housing units will receive minor rehabilitation, improvements or services to address code violations.
Planned Activities	Rehabilitation of rental housing units for very-low and low-income households.
Project Name	Planning/Administration
Target Area	City of Kissimmee
Goals Supported	Planning/Administration
Needs Addressed	Planning/Administration
Funding	\$200,170.00
Description	Eligible planning and administrative costs directly related to the implementation of CDBG Program funding including, but not limited to salaries, advertising, and other eligible costs.
Target Date	September 30, 2026

Location Description	This project will be carried out by the City of Kissimmee Housing and Community Development Division located at 101 Church Street, Suite 100 Kissimmee, Florida 34741.
Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
Planned Activities	Eligible planning and administrative costs directly related to the implementation of CDBG Program funding including, but not limited to salaries, advertising, and other eligible costs.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Federal and State funding resources are generally allocated on a City-wide basis or in the Code Enforcement (CDBG District Area) local target area. However, the City of Kissimmee will consider specific census tracts (40900, 41600, 41800, 41900, 42000, 42202, and 42900) identified to have high low-income and minority concentrations to address housing and community development needs on an annual basis. The City of Kissimmee has recently added a local target area where code enforcement issues will be addressed over the next five-year planning period. The geographic boundaries for this target area mainly include Census Tracts 41600, 42202, and 42300.

Geographic Distribution

Target Area	Percentage of Funds
City of Kissimmee	90
Code Enforcement Area (CDBG District Area)	10

Table 19 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In order not to limit the availability of resources, the City of Kissimmee chooses to allocate Federal and State funding on a city-wide and local target area basis. Projects are selected based on the level of need and availability of resources.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following is a list of actions that the City of Kissimmee plans to implement over the next one-year period to achieve success in addressing the housing and community development needs of low- to moderate-income residents and families.

Actions planned to address obstacles to meeting underserved needs

The City of Kissimmee will continue working with internal departments, as well as other public and private organizations to expand services and leverage Federal and State funding in order to address the underserved needs of the community. Obstacles that arise over the next one-year period will be addressed in two ways: 1) determine the level of urgent need and propose a solution with available resources in the current funding year; and/or 2) re-prioritize future funding based on the level of immediate need and available resources.

Actions planned to foster and maintain affordable housing

Through the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program and the State Housing Initiatives Partnership (SHIP) program, the City of Kissimmee will continue efforts of fostering and maintaining existing and new affordable housing by working with local CHDOs and developers to expand and increase affordable housing opportunities. The City of Kissimmee anticipates allocating over \$1,492,485 towards the development of affordable housing opportunities during this one-year period with a combination of CDBG, HOME and SHIP program funding. A breakdown of funding for HOME program activities can be found in the Osceola County HOME Consortium PY 2025 Annual Action Plan, since they are the lead agency for the HOME Consortium.

Actions planned to reduce lead-based paint hazards

The overall goal of the City is to reduce or eliminate lead-based paint hazards and prevent childhood lead poisoning. This will be accomplished through a coordinated effort of public and private sectors. In every program where federal funds are expended on housing units, the City will incorporate the current procedures for lead hazard reduction or LBP abatement guidelines as defined in 24 CFR Part 35.

Actions planned to reduce the number of poverty-level families

The City of Kissimmee will continue seeking out opportunities to work with not-for-profit

partners to reduce the poverty level amongst our residents especially those who are at risk of homelessness.

Actions planned to develop institutional structure

The City of Kissimmee will continue to monitor the strengths and gaps in the current institutional delivery structure over the next one year period, and make necessary adjustments to maximize outcomes using Federal and State funding.

Actions planned to enhance coordination between public and private housing and social service agencies

Each year, the City of Kissimmee develops a list of stakeholders and service providers for consultation and service delivery purposes. In order to increase coordination, the City will work with stakeholders and service providers to collect current and accurate data to make adjustments on the needs of their clientele and measure performance efficiency.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following is a description of the plans and actions that the City of Kissimmee will implement during the 2025-2026 Program Year for each Federal and State funded program in order to remain in compliance with the program specific requirements of HUD Planning and Community Development programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

RESOLUTION NO. _____-2025

A RESOLUTION OF THE CITY OF KISSIMMEE, ADOPTING THE 2025-2029 CONSOLIDATED PLAN AND PROGRAM YEAR (PY) 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ONE-YEAR ACTION PLAN; AUTHORIZING SUBMISSION OF THE ACTION PLAN TO OSCEOLA COUNTY FOR INCLUSION IN THE JOINT OSCEOLA COUNTY HOME CONSORTIUM 2025-2029 CONSOLIDATED PLAN AND PY 2025 ONE-YEAR ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee (the “City”) is a Community Development Block Grant (CDBG) entitlement jurisdiction and a member of the Osceola County HOME Consortium for receipt of HOME Investment Partnerships (HOME) Program funding; and

WHEREAS, the City Commission seeks to obtain CDBG and HOME funds in order to administer its CDBG and HOME programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities to annually submit a new Consolidated Plan every five years and a One-Year Action Plan that meets the requirements of applicable federal regulations; and

WHEREAS, the City of Kissimmee is a member of the Osceola County HOME Consortium, and only receives direct allocations of Community Development Block Grant Program funding, much of the data and assessment of our jurisdictions housing needs are more thoroughly explained in the Osceola County HOME Consortium 2025-2019 Consolidated Plan; and

WHEREAS, the City has prepared the 2025-2029 Consolidated Plan and PY25 One-Year Action Plan for use of its CDBG funds that includes required federal forms and certifications to apply for the funds from the federal CDBG program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE THAT:

Section 1: The 2025-2029 Consolidated Plan and PY25 One-Year Action Plan, attached hereto, is hereby approved.

Section 2: The City is hereby authorized to submit said 2025-2029 Consolidated Plan and PY25 One-Year Action Plan to Osceola County for inclusion in the Osceola County HOME Consortium 2025-2029 Consolidated Plan and PY25 One-Year Action Plan; and to submit the City’s 2025-2029 Consolidated Plan and PY25 One-Year Action Plan as its request and approval for CDBG and HOME program funding from HUD.

Section 3: The Development Services Department is hereby authorized to administer said CDBG and HOME programs, Action Plans, and Citizen Participation Plans.

Section 4: This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED in Regular Session this 5th day of August, 2025.

Attest:

City Commission
City of Kissimmee, Florida

Tameara Crespo
City Clerk

Jackie Espinosa
Mayor-Commissioner

Approve as to form and legality

City Attorney

Date

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

Jackie Espinosa

*Title: Mayor

*Applicant/Recipient Organization:

City of Kissimmee, Florida

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant

will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Mayor, City of Kissimmee
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025-2029 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Mayor, City of Kissimmee
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Mayor, City of Kissimmee
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Mayor, City of Kissimmee
Title

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 10/01/2025		4. Applicant Identifier: 			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: 		
State Use Only:					
6. Date Received by State: 		7. State Application Identifier: 			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Kissimmee					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-600-348			* c. UEI: DPHBBJP7RHY3		
d. Address:					
* Street1:		101 CHURCH STREET			
Street2:					
* City:		KISSIMMEE			
County/Parish:					
* State:		FL: Florida			
Province:					
* Country:		USA: UNITED STATES			
* Zip / Postal Code:		34741-5054			
e. Organizational Unit:					
Department Name: Development Services			Division Name: HOUSING AND COMMUNITY DEV		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		* First Name:			
Ms.		FRANCES			
Middle Name:					
* Last Name:		DEJESUS			
Suffix:					
Title: MANAGER, HOUSING AND COMMUNITY DEVELOPMENT					
Organizational Affiliation: 					
* Telephone Number:			Fax Number:		
(407) 518-2156					
* Email: FRANCES.DEJESUS@KISSIMMEE.GOV					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grant Program/Entitlement Grant

* 12. Funding Opportunity Number:

* Title:

Community Development Block Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant Program: PY 2025 CDBG Annual Action Plan. Applicant will use funds for public services, housing rehabilitation, code enforcement, and administrative costs.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	1,000,854.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,000,854.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

Comments from AHAC Members
6.26.2025

- Member Culp commented on the terminology used in the draft, specifically suggesting that the reference to "wind retrofitting" be more clearly articulated as "wind damage mitigation." Member Culp noted that the current phrasing could be misinterpreted as a priority need to establish wind energy generation systems on commercial or public buildings. Housing Manager De Jesus clarified that the item was included as a precautionary measure to preserve flexibility in case of future need, such as improving hurricane resistance. The language was based on terminology provided by HUD and input from the City's consultant.
- Board member Cooper asked whether the full draft of the Consolidated Plan had been made available, expressing concern that the plan lacked sufficient detail regarding how needs translated into specific goals, objectives, and measurable outcomes. Housing Manager De Jesus confirmed that the full 83-page draft had been attached to the agenda packet. Board member Cooper emphasized the importance of understanding how the proposed budget, particularly the CDBG allocations, directly supported program outcomes. He stated that he could not offer meaningful comment without such clarity. Housing Manager De Jesus reiterated that the meeting was to collect public comments, and all feedback would be documented for review.
- Co-Chair Ghioto raised a concern about the inclusion of down payment assistance for homebuyers in the plan, pointing out that this incentive had previously been removed from the Local Housing Assistance Plan (LHAP) and was not reflected under any current funding mechanisms. Housing Manager De Jesus responded that this and similar activities were included in the plan for flexibility over the five-year period. Inclusion did not obligate the City to implement them, but it allowed the City to avoid having to amend the plan later if such programs became feasible. Housing Manager De Jesus also noted that down payment assistance had been brought up during a Commission meeting and had since been assigned for internal evaluation.
- Co-Chair Ghioto also recommended that references to "construction of new rental housing" be revised to "new rental and ownership housing" to reflect broader priorities and the allowable use of HOME funds. Housing Manager De Jesus agreed that the language could be adjusted for clarity, noting that HOME funds can support both rental and ownership development.
- Board member Culp expressed concern about the appearance of wind retrofitting in the plan, noting it had not been identified in the needs analysis section. Housing Manager De Jesus acknowledged the comment

Comments from AHAC Members
6.26.2025

and clarified that it had been included as a general resiliency strategy, though not currently funded.

- Board member Culp also commented regarding the HOME program. He recommended that the \$199,717 allocation be redirected to Tenant-Based Rental Assistance (TBRA), asserting that the amount was insufficient to support meaningful rental development. Housing Manager De Jesus clarified that although Osceola County is the lead agency for the HOME Consortium, the City independently determines the use of its portion of HOME funds. She explained that the City often combines multiple years of funding to meet the local contribution requirement for state-funded rental development projects. As an example, she cited a recent \$460,000 award to a developer, which had required the accumulation of funds over two to three years.
- Chair Bussiere initiated a discussion on the CDBG budget, specifically questioning the \$85,000 allocation for code enforcement and \$200,170 for planning and administration—representing 28.49% of the total grant. He expressed concern that more funds should be directed toward helping families in need rather than administrative functions. Housing Manager De Jesus explained that the \$85,000 covers the salary and benefits of a code enforcement officer who is fully dedicated to CDBG-eligible low- and moderate-income areas. The position is not funded by the general fund and is exclusive to CDBG-related enforcement. Board Member Ring inquired whether this role could be funded by the general fund instead, allowing more CDBG dollars to directly benefit residents. Housing Manager De Jesus clarified that this position exists specifically to meet CDBG requirements and must be funded through the program. Chair Bussiere asked whether there might be redundancy between CDBG-funded positions and existing city staff. Housing Manager De Jesus confirmed that monthly reports are generated to track CDBG-specific expenses and ensure compliance, with no duplication of funding. Board Member Cooper noted that, from a nonprofit perspective, an \$85,000 request for one staff position would be difficult to justify. He stressed the importance of making sure the funding is used efficiently and directly supports the program's mission.
- Chair Bussiere agreed and shifted the discussion to the broader language in the plan, citing terms like “nature-based solutions” and “wind retrofitting for public and commercial buildings” as being too vague. He emphasized the need to evaluate whether such items reflect AHAC's core goal of helping families secure housing. He shared his concern about ensuring CDBG funds are focused on the most impactful, direct services for those in need, and that all activities be clearly tied to housing outcomes.

Comments from AHAC Members
6.26.2025

- Board Member Fatima inquired about the additional funding referenced in the plan. She stated that the language appeared broad and requested clarification on whether there are specific plans for how the funds will be used. She also asked if this information would be presented during the public hearing process. Housing Manager De Jesus responded that the City had recently received approval for a three-year funding agreement covering FY 2025 through FY 2027. She noted that the Local Housing Assistance Plan (LHAP) was previously brought before the AHAC for discussion, and comments were taken into consideration at that time. She clarified that while the consolidated plan includes broad objectives, more detailed requirements specific to the LHAP and SHIP programs are outlined separately. She also offered to email Board Member Fatima a copy of the plan for review.
- Chair Bussiere asked for clarification regarding the inclusion of “nature-based solutions to protect water bodies” in the Needs Assessment. Specifically, he inquired which department or individual within the City identifies such needs and determines when action is necessary, such as for water insulation or protection of a particular water body. Housing Manager De Jesus responded that this item was included in the consolidated plan as a general need, not tied to any specific project or funding in the initial program year. She clarified that no funds were currently allocated for this item. However, she noted that should a need arise—such as an issue with a lake in a low-to-moderate-income area—the City could potentially act, since the need is already included in the plan. She stated that the Public Works Department would likely be the department to initiate such a request.
- Chair Bussiere acknowledged that not all needs listed in the consolidated plan would require immediate funding or action each year. He understood that some items were included for flexibility or “just in case” scenarios, but emphasized that all activities should be evaluated through the lens of whether they effectively support the program’s mission: helping individuals and families in need of housing.

5. PUBLIC HEARINGS

5.A Public Hearing - Draft of City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan

Direct staff to finalize the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan with necessary edits and clarifications including public comments.

Housing Manager Frances DeJesus presented an overview of the 2025-2029 Consolidated Plan and explained the funding process. Mayor Espinosa announced the Public Hearing with no response from the audience. A brief discussion followed on childcare, rental assistance, and job training. Housing Manager DeJesus confirmed that HUD limits public service spending to a maximum of 15%.

Mayor Espinosa made a motion to approve the Public Hearing and direct staff to finalize the 2025-2029 Consolidated Plan and 2025 Annual Action Plan with necessary edits including public comments. Commissioner Eady seconded the motion.

AYE: Commissioner Carlos Alvarez, Commissioner Angela Eady, Commissioner Janette Martinez, Mayor-Commissioner Jackie Espinosa, Commissioner Noel Ortiz

NAY: None

Motion carried 5 - 0.

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.*

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

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the July 1, 2025 meeting

Approval of the July 1, 2025, commission meeting minutes.

7.B Police Department Canine Surplus and Retirement

Approval to surplus and retire a Police Department canine by turning ownership, care, and responsibility of the canine over to the handler.

7.C Disaster Response Services Contract with Ceres Environmental Services, Inc.

Approval to award the Disaster Response Services Contract for debris removal (Contract #20250315) to Ceres Environmental Services, Inc.

7.D Authorization to submit an application for the FY2024 Justice Assistance Grant (JAGC) Program

Approval to apply for the Fiscal Year 2024 Justice Grant (Grant#JAGC26) Program

7.E Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health for FY2025

Approval to participate in the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (FDOH). (Contract # 20250317)

ITEM 7.L

Furniture Purchase for Public Works & Engineering Department - City Hall Renovation Project

Request

Approval to utilize Common Sense Office Furniture for the procurement of the Public Works & Engineering furniture located on the third floor City Hall offices in the amount of \$146,322.00, budget transfers from Central Services, Gas Tax and Engineering Stormwater accounts to the newly created project, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.

Explanation

As renovations to the Public Works & Engineering Department are ongoing, details pertaining to furnishings are being completed. Following an evaluation of three competitive quotes, Common Sense Office Furniture, KUL Furniture and CDS Furniture. Common Sense Office Furniture was capable of fulfilling all the department furnishing needs within budget. Common Sense Office Furniture is part of the Florida State Contract for furniture, alleviating the need to go through a separate procurement process. The cost of the furniture to complete the department's renovations is \$139,353.61. The department recommends an additional 5% of the total to cover owner allowances and contingencies, bringing the total requested to \$146,322.00.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00145206-506495	PW2305	Decrease	\$ 26,613.00	\$ 26,613.00
56045606-506292	CS2405	Decrease	\$36,592.99	\$30,000.00
56045706-506495	CS2514	Decrease	\$185,000.00	\$ 25,000.00
40945203-505255	N/A	Decrease	\$43,933.59	\$27,000.00
00145203-503131	N/A	Decrease	\$68,997.73	\$17,209.00
10345203-505455	N/A	Decrease	\$3,336.75	\$3,336.00
10345203-505555	N/A	Decrease	\$5,675.00	\$5,675.00
10345203-503131	N/A	Decrease	\$194,620.31	\$11,489.00
56045606-506494	CS2500	Increase		\$ 146,322.00

Financial Summary:

Furniture purchase for Public Works & Engineering furniture located on the third floor City Hall offices will be funded through the accounts listed above.

Recommendation

Approval to purchase furniture for the Public Works & Engineering Department, budget transfers, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Common Sense Office Furniture Proposal
2. CDS Furniture Quote
3. KUL Furniture Quote

REMITTANCE

820 W. Washington St.
Orlando, Florida 32805
billing@commonsenseof.com
WWW.COMMONSENSEOF.COM

SHOWROOM

390 N. Orange Ave. Ste. 150
Orlando, Florida 32801
Phone: 407-206-5040
Fax: 407-316-0066

BILL TO

Laura Ayoub
City of Kissimmee, Public Works
101 Church St
3rd Floor
Kissimmee, FL 34741
(407) 518-2515
Laura.Ayoub@kissimmee.gov

SHIP TO

Laura Ayoub
City of Kissimmee, Public Works
101 Church St
3rd Floor
Kissimmee, FL 34741
(407) 518-2515
Laura.Ayoub@kissimmee.gov

ORDER NOTES:

JSI Contract # 56120000-24-NY-ACS
VIA Contract # 56120000-24-NY-ACS

LINE	IMAGE	DESCRIPTION	QTY	RATE	TOTAL
Assistant Director I					
I		DRIFT, Mid Back, Lounge Chair, Fully Upholstered w/ 4 Legged Wood Base, GLOBAL SEATING USA	2	\$ 1,497.86	\$ 2,995.72
		Grade 01			
		Carrera (Global)			
		I-Ink			
		Grade 01			
		Carrera (Global)			
		2-Ink			
		M-(STD) 17in Seat Height			
		Drift Wood Leg Finish			
		F-Noce Leggero, Wood Leg Finish NEM			
		M-(STD) White, Non-Marking Glide			
		Skipped Option			
		Skipped Option			
		Skipped Option			
		Commercial Furniture Offering			
2		DRIFT, 26"w x 22"d x 16"h, Oval Table, Laminate Surface, Flat Edge, Wood Base, GLOBAL SEATING USA	1	\$ 578.31	\$ 578.31
		Skipped Option			
		Skipped Option			
		Skipped Option			
		Commercial Furniture Offering			
3		Run II guest chair	34	\$ 320.32	\$ 10,890.88
		Black frame			
		Black loop fixed arm			
		Black mesh			
		Ships fully assembled			
		Grade A			

	Origin (Momentum)			
	Origin Jet			
4	Run II high back with a medium seat	28	\$ 439.12	\$ 12,295.36
	High Back			
	Black frame			
	Not selected			
	Single rotation synchro with seat depth adjustment			
	Black basic height adjustable arm			
	*** UNKNOWN ***			
	Black low-profile 5-star base			
	Black carpet casters			
	Not selected			
	Black mesh			
	Ships 95% assembled			
	Grade A			
	Origin (Momentum)			
	Origin Steel			
5	Nosh Round Table with Round Disc Base-36d x 29h	1	\$ 523.01	\$ 523.01
	Eased Edge			
	Standard Tier I Laminate			
	Belair			
	Undecided Metal Finish			
6	Flux 60w LED Tasklight	1	\$ 139.01	\$ 139.01
7	Vision 94 1/8w x 23h Tackboard	1	\$ 241.54	\$ 241.54
	Grade A			
	Undecided Grade A Fabric Selection			
8	Vision 96w Dbl Ht Storage Overhead Cabinet w/Six Doors	1	\$ 1,118.21	\$ 1,118.21
	Belair (Chassis)			
	Laminate Door			
	Belair (Door Laminate)			
	Locking Option			
	No Locking			
9	Vision 24 x 42 Bridge w/Modesty Panel	1	\$ 264.58	\$ 264.58
	TFL Worksurface			

BM3699R2

Initial:_____

Page 2 of 19

	Belair (Worksurface)			
	Eased Edge			
	Belair (Chassis)			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
10	Vision 24 x 72 File/File Pedestal Credenza, Left	1	\$ 669.70	\$ 669.70

	TFL Worksurface			
	Belair (Worksurface)			
	Eased Edge			
	Belair (Chassis)			
	Belair (Drawer Laminate)			
	Undecided Pull			
	Undecided Pull Color			
	File/File (Standard)			
	No Locking			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
	Full Modesty Panel (Standard)			
11	Vision 36 x 72 Bow Front Single Ped Desk, Right w/Break Front Modesty	1	\$ 1,051.01	\$ 1,051.01

TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 Box/Box/File (Standard)
 Left (A)
 No Grommet (B)
 No Grommet (C)
 Undecided Grommet Color
 No Chassis Grommet
 Locking
 Undecided Lock Color

Section Subtotal **\$ 30,767.33**

Assistant Director 2

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12	DRIFT, Mid Back, Lounge Chair, Fully Upholstered w/ 4 Legged Wood Base, GLOBAL SEATING USA Grade 01 Carrera (Global) 1-Ink Grade 01 Carrera (Global) 2-Ink M-(STD) 17in Seat Height Drift Wood Leg Finish F-Noce Leggero, Wood Leg Finish NEM M-(STD) White, Non-Marking Glide Skipped Option Skipped Option Skipped Option Commercial Furniture Offering	2	\$ 1,497.86	\$ 2,995.72
13	DRIFT, 26"w x 22"d x 16"h, Oval Table, Laminate Surface, Flat Edge, Wood Base, GLOBAL SEATING USA S-Thermally Fused Laminate Drift Table Top Laminate Finish Options I-Noce Leggero, Table Top NEL B-Noce Leggero, Wood Leg Finish NEM Skipped Option Commercial Furniture Offering	1	\$ 578.31	\$ 578.31
14	Nosh Round Table with Round Disc Base-36d x 29h Eased Edge Standard Tier 1 Laminate Belair Undecided Metal Finish	1	\$ 523.01	\$ 523.01
15	Flux 60w LED Tasklight	1	\$ 139.01	\$ 139.01
16	Vision 94 1/8w x 23h Tackboard	1	\$ 241.54	\$ 241.54
17	Vision 96w Dbl Ht Storage Overhead Cabinet w/Six Doors Grade A Undecided Grade A Fabric Selection Belair (Chassis) Laminate Door	1	\$ 1,118.21	\$ 1,118.21

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	Belair (Door Laminate)			
	Locking Option			
	No Locking			
18	Vision 24 x 42 Bridge w/Modesty Panel	I	\$ 264.58	\$ 264.58

	TFL Worksurface			
	Belair (Worksurface)			
	Eased Edge			
	Belair (Chassis)			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
19	Vision 24 x 72 File/File Pedestal Credenza, Left	I	\$ 669.70	\$ 669.70

	TFL Worksurface			
	Belair (Worksurface)			
	Eased Edge			
	Belair (Chassis)			
	Belair (Drawer Laminate)			
	Undecided Pull			
	Undecided Pull Color			
	File/File (Standard)			
	No Locking			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
	Full Modesty Panel (Standard)			
20	Vision 36 x 72 Bow Front Single Ped Desk, Right w/Recessed Modesty	I	\$ 1,007.62	\$ 1,007.62

TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Box/Box/File (Standard)
 Left (A)
 No Grommet (B)
 No Grommet (C)
 Undecided Grommet Color

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No Chassis Grommet
Locking
Undecided Lock Color

Section Subtotal \$ 7,537.70

Break Room

21	POPCORN, Wall Saver, Polypropylene Back & Seat, Armless, Std Sled Chrome Frame, Std Without Glides, Stacks 10 High on Floor, 34 high on Dolly, GLOBAL SEATING USA	6	\$ 109.66	\$ 657.96
	Plastic Back / Seat Selections I-Frost FRO F-Chrome Frame CHM M- (STD) With Out Glides Skipped Option Commercial Furniture Offering			
22	LOK Rectangular Table with Y Base at Working Height- 36d x 84w x 29h	1	\$ 886.66	\$ 886.66
	Eased Edge Standard Tier 1 Laminate Alabaster Undecided Power Single Metal Finish Undecided Metal Finish			
23	Vision 20d x 72w Buffet Credenza	1	\$ 1,153.54	\$ 1,153.54
	TFL Worksurface Belair (Worksurface) Eased Edge Belair (Chassis) Belair (Drawer/Door) Undecided Pull Undecided Pull Color No Grommet (A) No Grommet (C) Undecided Grommet Color No Chassis Grommet			
			Section Subtotal	\$ 2,698.16

Civil Engineer

24	DRIFT, Mid Back, Lounge Chair, Fully Upholstered w/ 4 Legged Wood Base, GLOBAL SEATING USA	2	\$ 1,497.86	\$ 2,995.72
	Grade 01 Carrera (Global) I-Ink			

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	Grade 01			
	Carrera (Global)			
	2-Ink			
	M-(STD) 17in Seat Height			
	Drift Wood Leg Finish			
	F-Noce Leggero, Wood Leg Finish NEM			
	M-(STD) White, Non-Marking Glide			
	Skipped Option			
	Skipped Option			
	Skipped Option			
	Commercial Furniture Offering			
25	DRIFT, 26"w x 22"d x 16"h, Oval Table, Laminate Surface, Flat Edge, Wood Base, GLOBAL SEATING USA	I	\$ 578.31	\$ 578.31
	Skipped Option			
	Skipped Option			
	Skipped Option			
	Commercial Furniture Offering			
26	Nosh Round Table with Round Disc Base-36d x 29h	I	\$ 523.01	\$ 523.01
	Eased Edge			
	Standard Tier I Laminate			
	Belair			
	Undecided Metal Finish			
27	Flux 60w LED Tasklight	I	\$ 139.01	\$ 139.01
28	Vision 94 1/8w x 23h Tackboard	I	\$ 241.54	\$ 241.54
	Grade A			
	Undecided Grade A Fabric Selection			
29	Vision 96w Dbl Ht Storage Overhead Cabinet w/Six Doors	I	\$ 1,118.21	\$ 1,118.21
	Belair (Chassis)			
	Laminate Door			
	Belair (Door Laminate)			
	Locking Option			
	No Locking			
30	Vision 24 x 42 Bridge w/Modesty Panel	I	\$ 264.58	\$ 264.58
	TFL Worksurface			
	Belair (Worksurface)			

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	Eased Edge			
	Belair (Chassis)			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
31	Vision 24 x 72 File/File Pedestal Credenza, Left	I	\$ 669.70	\$ 669.70

	TFL Worksurface			
	Belair (Worksurface)			
	Eased Edge			
	Belair (Chassis)			
	Belair (Drawer Laminate)			
	Undecided Pull			
	Undecided Pull Color			
	File/File (Standard)			
	No Locking			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
	Full Modesty Panel (Standard)			
32	Vision 36 x 72 Bow Front Single Ped Desk, Right w/Break Front Modesty	I	\$ 1,051.01	\$ 1,051.01

TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 Box/Box/File (Standard)
 No Grommet (A)
 No Grommet (B)
 Right (C)
 Undecided Grommet Color
 No Chassis Grommet
 Locking
 Undecided Lock Color

Section Subtotal **\$ 7,581.09**

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33	EC13 Power	I	\$ 416.26	\$ 416.26
34	Vision 7-5/8d x 24w Rectangular Base with Access Panel	3	\$ 364.42	\$ 1,093.26
35	Belair (Chassis) Vision 24 x 60 Four Door Credenza	I	\$ 941.57	\$ 941.57
	TFL Worksurface Alabaster (Worksurface) Eased Edge Alabaster (Chassis) Alabaster (Door Laminate) Undecided Pull Undecided Pull Color No Grommet (A) No Grommet (C) Undecided Grommet Color No Chassis Grommet No Locking			
36	Vision 48d x 120w Rectangular Conference Table Top	I	\$ 881.66	\$ 881.66
	HPL Worksurface Belair (Worksurface) Eased Edge Cut Out Undecided No Cut Out in (B) Location Cut Out Undecided			
			Section Subtotal	\$ 3,332.75

Director

37	DRIFT, High Back, Lounge Chair, Fully Upholstered w/ 4 Legged Wood Base, GLOBAL SEATING USA	2	\$ 1,669.40	\$ 3,338.80
	Grade 01 Carrera (Global) I-Ink Grade 01 Carrera (Global) 2-Ink M-(STD) 17in Seat Height Drift Wood Leg Finish F-Noce Leggero, Wood Leg Finish NEM M-(STD) White, Non-Marking Glide			

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	Skipped Option			
	Skipped Option			
	Skipped Option			
	Commercial Furniture Offering			
38	Nosh Round Table with Round Disc Base-48d x 29h	I	\$ 678.91	\$ 678.91
	Eased Edge			
	Standard Tier I Laminate			
	Weathered Ash			
	Undecided Metal Finish			
39	Prost Small Cylinder Table with 3/4" Plinth- 18d x 18w x 21h	I	\$ 518.02	\$ 518.02
	Weathered Ash			
	Undecided Top Material			
40	Flux 27w LED Tasklight	I	\$ 92.54	\$ 92.54
41	Vision 46 1/8w x 23h Tackboard	I	\$ 119.04	\$ 119.04
	Undecided Tackboard Fabric			
42	Vision 36w x 54h Double Height Bookcase Overhead	I	\$ 510.72	\$ 510.72
	Weathered Ash (Chassis)			
43	Vision 36d x 16w x 28h Wing End Support, Left	I	\$ 150.53	\$ 150.53
	Weathered Ash (Chassis)			
	No Chassis Grommet			
44	Vision 48w Dbl Ht Storage Overhead Cabinet w/Three Doors, Left	I	\$ 1,099.78	\$ 1,099.78
	Weathered Ash (Chassis)			
	Frosted w/Aluminum Frame			
45	Vision 24d x 30w x 84h Box/Box/File Storage Wardrobe - Left	I	\$ 1,378.56	\$ 1,378.56
	Weathered Ash (Chassis)			
	Weathered Ash (Drawer/Door)			
	Undecided Pull			
	Undecided Pull Color			
	Box/Box/File (Standard)			

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46	No Locking Vision 24 x 48 File/File Return, Left	I	\$ 576.00	\$ 576.00
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TFL Worksurface
Weathered Ash (Worksurface)
Eased Edge
Weathered Ash (Chassis)
Weathered Ash (Drawer Laminate)
Undecided Pull
Undecided Pull Color
Full Modesty Panel (Standard)
No Grommet (A)
Center (B)
No Grommet (C)
Undecided Grommet Color
No Chassis Grommet
Locking
Undecided Lock Color

47	Vision 42 x 72 Bow Front Single Ped Desk, Right w/Recessed Modesty	I	\$ 1,239.17	\$ 1,239.17
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TFL Worksurface
Weathered Ash (Worksurface)
Eased Edge
Weathered Ash (Chassis)
Weathered Ash (Drawer Laminate)
Undecided Pull
Undecided Pull Color
Box/Box/File (Standard)
Left (A)
No Grommet (B)
No Grommet (C)
Undecided Grommet Color
No Chassis Grommet
Locking
Undecided Lock Color

Section Subtotal	\$ 9,702.07
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Inspector Desks

48	LOK Screen Link Bracket	I	\$ 29.95	\$ 29.95
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49	I4	3	\$ 31.80	\$ 95.40
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Gray

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50	FREESTANDING HOLDER - SITS ON SURFACE	6	\$ 21.00	\$ 126.00
51	PAINT: Metallic Silver Vision Metal Rectangular Base (for Peninsula) - 2d x 23 13/16w x 28 5/16h	8	\$ 247.68	\$ 1,981.44
52	Undecided Metal Finish Vision Laminate Modesty Panel - Table Desk - 3/4d x 40w x 9h	4	\$ 77.95	\$ 311.80
53	Loft Vision Wall Mount Single Shelf For 72" Height - 15 3/8d x 36w x 17 1/2h	2	\$ 187.39	\$ 374.78
54	Loft (Chassis) Loft (Shelf) No Tackboard Vision 16d x 30w x 17 1/2h Wall Mount Overhead Cabinet w/Two Doors	4	\$ 365.95	\$ 1,463.80
55	Loft (Chassis) Laminate Door Loft (Door Laminate) Locking Option No Locking Vision 24d x 36w x 56 11/16h 4-Drawer Lateral File	1	\$ 995.33	\$ 995.33
56	TFL Worksurface Loft (Worksurface) Eased Edge Loft (Drawer Laminate) No Locking Undecided Pull Undecided Pull Color Loft (Chassis) Vision 24 x 48 Modular Credenza Top	4	\$ 153.22	\$ 612.88
	TFL Worksurface Loft (Worksurface) Eased Edge No Grommet (A) Center (B) No Grommet (C)			

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Private offices

57	Vision 76 1/8w x 23h Tackboard	18	\$ 209.66	\$ 3,773.88
	Grade A Undecided Grade A Fabric Selection			
58	Vision 36w x 42h Bookcase Overhead	4	\$ 443.52	\$ 1,774.08
	Belair (Chassis)			
59	Vision 78w Dbl Ht Storage Overhead Cabinet w/Four Doors	18	\$ 950.02	\$ 17,100.36
	Belair (Chassis) Laminate Door Belair (Door Laminate) Locking Option No Locking			
60	Vision 24d x 36w x 30h 2-Drawer Lateral File	4	\$ 522.24	\$ 2,088.96
	TFL Worksurface Belair (Worksurface) Eased Edge Belair (Drawer Laminate) No Locking Undecided Pull Undecided Pull Color Belair (Chassis) No Chassis Grommet			
61	Vision 24 x 48 File/File Return, Left	6	\$ 542.59	\$ 3,255.54
	TFL Worksurface Belair (Worksurface) Eased Edge Belair (Chassis) Belair (Drawer Laminate) Undecided Pull Undecided Pull Color Full Modesty Panel (Standard) No Grommet (A) Center (B) No Grommet (C)			

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	Undecided Grommet Color			
	No Chassis Grommet			
	No Locking			
62	Vision 24 x 48 File/File Return, Right	11	\$ 542.59	\$ 5,968.49

TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 No Grommet (A)
 Center (B)
 No Grommet (C)
 Undecided Grommet Color
 No Chassis Grommet
 No Locking

63	Vision 24 x 48 File/File Return, Right	1	\$ 615.94	\$ 615.94
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TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 No Grommet (A)
 Center (B)
 No Grommet (C)
 Undecided Grommet Color
 Chassis Grommet
 Undecided Grommet Color
 Locking
 Undecided Lock Color

64	Vision 30 x 72 Single Ped Desk, Left w/Break Front Modesty	1	\$ 874.75	\$ 874.75
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TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull

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Initial: _____

Undecided Pull Color
 Full Modesty Panel (Standard)
 Box/Box/File (Standard)
 No Grommet (A)
 No Grommet (B)
 Right (C)
 Undecided Grommet Color
 Chassis Grommet
 Undecided Grommet Color
 Locking
 Undecided Lock Color

65	Vision 30 x 72 Single Ped Desk, Left w/Break Front Modesty	11	\$ 834.82	\$ 9,183.02
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TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 Box/Box/File (Standard)
 No Grommet (A)
 Center (B)
 No Grommet (C)
 Undecided Grommet Color
 No Chassis Grommet
 Locking
 Undecided Lock Color

66	Vision 30 x 72 Single Ped Desk, Right w/Break Front Modesty	1	\$ 801.41	\$ 801.41
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TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 Box/Box/File (Standard)
 No Grommet (A)
 Center (B)
 No Grommet (C)
 Undecided Grommet Color
 No Chassis Grommet
 No Locking

67	Vision 30 x 72 Single Ped Desk, Right w/Break Front Modesty	5	\$ 834.82	\$ 4,174.10
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TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 Box/Box/File (Standard)
 No Grommet (A)
 Center (B)
 No Grommet (C)
 Undecided Grommet Color
 No Chassis Grommet
 Locking
 Undecided Lock Color

Section Subtotal	\$ 49,610.53
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Reception

68	Vision 76 1/8w x 23h Tackboard	2	\$ 209.66	\$ 419.32
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Grade A
 Undecided Grade A Fabric Selection

69	Vision 78w Dbl Ht Storage Overhead Cabinet w/Four Doors	2	\$ 950.02	\$ 1,900.04
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Belair (Chassis)
 Laminate Door
 Belair (Door Laminate)
 Locking Option
 No Locking

70	Vision 24 x 48 File/File Return, Left	1	\$ 542.59	\$ 542.59
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TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 No Grommet (A)

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	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
	No Locking			
71	Vision 24 x 48 File/File Return, Right	I	\$ 542.59	\$ 542.59

	TFL Worksurface			
	Belair (Worksurface)			
	Eased Edge			
	Belair (Chassis)			
	Belair (Drawer Laminate)			
	Undecided Pull			
	Undecided Pull Color			
	Full Modesty Panel (Standard)			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
	No Locking			
72	Vision 24 x 72 Four Door Credenza	I	\$ 992.26	\$ 992.26

	TFL Worksurface			
	Belair (Worksurface)			
	Eased Edge			
	Belair (Chassis)			
	Belair (Door Laminate)			
	Undecided Pull			
	Undecided Pull Color			
	No Grommet (A)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
	No Locking			
73	Vision 30 x 72 Single Ped Desk, Left w/Break Front Modesty	I	\$ 834.82	\$ 834.82

TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)

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Initial:_____

	Box/Box/File (Standard)			
	No Grommet (A)			
	Center (B)			
	No Grommet (C)			
	Undecided Grommet Color			
	No Chassis Grommet			
	Locking			
	Undecided Lock Color			
74	Vision 30 x 72 Single Ped Desk, Right w/Break Front Modesty	1	\$ 834.82	\$ 834.82

TFL Worksurface
 Belair (Worksurface)
 Eased Edge
 Belair (Chassis)
 Belair (Drawer Laminate)
 Undecided Pull
 Undecided Pull Color
 Full Modesty Panel (Standard)
 Box/Box/File (Standard)
 No Grommet (A)
 Center (B)
 No Grommet (C)
 Undecided Grommet Color
 No Chassis Grommet
 Locking
 Undecided Lock Color

Section Subtotal **\$ 6,066.44**

Waiting Area

75	Bourne Guest Chair - Single Textile	2	\$ 614.40	\$ 1,228.80
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Grade A
 Momentum Fabric
 Fuse
 Cress
 Loft
 Maple Frame
 Metal Leveling Glides (Standard)

76	Poet Round Side Table - Metal Legs - 22d x 22w x 20h	1	\$ 652.80	\$ 652.80
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Laminate Surface
 Loft
 Soft Nickel

Section Subtotal **\$ 1,881.60**

BM3699R2

Initial: _____

77 Potential Tariff I \$ 174.56 \$ 174.56

Section Subtotal \$ 174.56

Product stored in CSOF warehouse longer than 30 days may be subject to storage fees of \$1/sq ft/mo.

\$ 0.00 \$ 0.00

Manufacturers Freight

\$ 0.00 \$ 0.00

Installation/delivery during normal working hours. No stair carry. Addtl charges may apply.

\$ 14,010.00 \$ 14,010.00

Installation fees do not include any construction, electrical, cabling or plumbing services.

\$ 0.00 \$ 0.00

TOTAL: \$ 139,353.61

PLEASE NOTE:

All sales are final. A 50% non-refundable deposit is required on all orders.

We accept payment by check and ACH. A 3% convenience fee will be added when using a credit card.

Remaining 50% balance is due at delivery with the right to retain 10% of the purchase price until punch list items are completed.

Quote is valid for 30 days.

Discounted price is based on quantity ordered. The discount and therefore sales price could fluctuate if quantities or volume changes.

Signature: _____ Date: _____

Print: _____

TERMS AND CONDITIONS: This estimate is subject to terms and conditions (Revision Date June 1, 2021) a copy which accompanies this estimate. It is also available on our website.



COMMERCIAL DESIGN SERVICES
2405 Lucien Way - Suite 250
Maitland, FL 32751
Tel: (407) 774-4832
www.commercialdesignservices.com

DATE : 6/27/2025

PREPARED BY : Mary Hoyt

PREPARED FOR : City of Kissimmee
Laura Ayoub
101 Church St.
Kissimmee
FL

DELIVER TO : City of Kissimmee
Laura Ayoub
101 Church St.
Kissimmee
FL

PROJECT : 3RD FLOOR BUDGET- FINISHES TBD

QUOTE VALID FOR 30 DAYS

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STATE CONTRACT 56120000-24-NY-ACS		1	\$0.00	0.00	\$0.00	\$0.00
HNL231628PFF	15-3/4Wx23-1/8Dx28-1/2H File/File Pedestal Loop/Satin Undecided GROMMET Option Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	309	1	\$1,084.00	66.50	\$363.14	\$363.14
HNL3672LPBBF	72x36x29-1/2 LP Desk bow top bkft frost mod Smooth Flat Portico Teak Loop/Satin Platinum	309	1	\$3,833.00	66.50	\$1,284.06	\$1,284.06

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNLEP1128	1-1/8Wx11-1/4Dx28-1/2H End Panels for 24D; 2pk Grd L2 Standard Laminates Portico Teak	309	1	\$359.00	66.50	\$120.27	\$120.27
HNLMP4828	48W x 27-7/8H Modesty / Back Panel No Grommet Grd L2 Standard Laminates Portico Teak	309	1	\$348.00	66.50	\$116.58	\$116.58
HNLRC2448V	48W x 24D Rectangle Worksurface vert grain Smooth Flat Portico Teak Platinum Grd L2 Standard Laminates Portico Teak	309	1	\$424.00	66.50	\$142.04	\$142.04
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	317 DIR	1	\$654.00	77.00	\$150.42	\$150.42
HNL231828PFF	18Wx23-1/8Dx28-1/2H File/File Pedestal Loop/Satin No Grommet Grd L2 Standard Laminates Portico Teak	317 DIR	2	\$1,188.00	66.50	\$397.98	\$795.96

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL233628PSC	Grd L2 Standard Laminates						
	Portico Teak						
	36Wx23-1/8Dx28-1/2H Storage Cabinet	317 DIR	1	\$1,257.00	66.50	\$421.10	\$421.10
	Pedestal						
	Loop/Satin						
HNL2448LP	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL2972LD	48x24x29-1/2 Return Lf	317 DIR	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
HNL2972LD	72x15x28-1/2 Wall Mount Storage lam doors	317 DIR	1	\$2,185.00	66.50	\$731.98	\$731.98
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL3672RPBBF	72x36x29-1/2 RP Desk bow top bkft frost mod	317 DIR	1	\$3,833.00	66.50	\$1,284.06	\$1,284.06
	Smooth Flat						
	Sterling Ash						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL4930BHxD	30x14-1/4x48-5/8 Bookcase Hutch no drs/open	317 DIR	1	\$1,040.00	66.50	\$348.40	\$348.40
	Grd L2 Standard Laminates						
	Portico Teak						
HNL4948FD	48x15x48-5/8 Stack-on Storage frosted drs	317 DIR	1	\$3,108.00	66.50	\$1,041.18	\$1,041.18
	Grd L2 Standard Laminates						
	Portico Teak						
HNLMP7228	72W x 27-7/8H Modesty / Back Panel	317 DIR	1	\$422.00	66.50	\$141.37	\$141.37
	Undecided GROMMET Option						
	Undecided LAMINATE Option						
HNLRC2472	72W x 24D Rectangle Worksurface	317 DIR	1	\$563.00	66.50	\$188.61	\$188.61
	Smooth Flat						
	Portico Teak						
	No Grommet						
	Grd L2 Standard Laminates						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
HCWTDSBM29	29H Double Pedestal Medium	328 BREAK RM	1	\$1,834.00	69.00	\$568.54	\$568.54
	P2 Paint Opts						
	Silver Texture						
HCWTSR3684G	36x84 Soft Rectangle Top w/ Flat Edge	328 BREAK RM	1	\$1,112.00	69.00	\$344.72	\$344.72
	No Grommet						
	Grd L1 Standard Laminate						
	Handspun Pearl						
	Platinum						
LABOR	DELIVERY & INSTALLATION NORMAL BUSINESS HOURS	Z	1	\$0.00	0.00	\$25,217.00	\$25,217.00
SUBTOTAL :							\$33,786.05
HLWM	Endorse Work Mid-back Mesh Back	301 RECEPT	2	\$1,370.00	67.00	\$452.10	\$904.20
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck	301 RECEPT	1	\$356.00	66.50	\$119.26	\$119.26
	Enclosure						
	Grd A Fab						
	Refuge						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Frost						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	301 RECEPT	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	301 RECEPT	1	\$2,022.00	66.50	\$677.37	\$677.37
	Grd L2 Standard Laminates						
	Portico Teak						
HNL2448LP	48x24x29-1/2 Return Lf	301 RECEPT	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod	301 RECEPT	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	301 RECEPT	1	\$381.00	59.00	\$156.21	\$156.21
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	301 RECEPT	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	301 RECEPT	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	301 RECEPT	1	\$2,022.00	66.50	\$677.37	\$677.37
	Grd L2 Standard Laminates						
	Portico Teak						
HNL2448RP	48x24x29-1/2 Return Rt	301 RECEPT	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Undecided PULL Option						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod	301 RECEPT	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	301 RECEPT	1	\$381.00	59.00	\$156.21	\$156.21
HNL233028PSC	30Wx23-1/8Dx28-1/2H Storage Cabinet Pedestal Loop/Satin	301 RECEPT	2	\$1,214.00	66.50	\$406.69	\$813.38
	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNLMP6028	60W x 27-7/8H Modesty / Back Panel	301 RECEPT	1	\$383.00	66.50	\$128.31	\$128.31
	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
HNLRC2460V	60W x 24D Rectangle Worksurface vert grain	301 RECEPT	1	\$505.00	66.50	\$169.18	\$169.18
	Smooth Flat						
	Portico Teak						
	No Grommet						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLWM	Grd L2 Standard Laminates	302	1	\$1,370.00	67.00	\$452.10	\$452.10
	Portico Teak						
	Endorse Work Mid-back Mesh Back						
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	302	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck	302	1	\$356.00	66.50	\$119.26	\$119.26
	Enclosure						
	Grd A Fab						
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	302	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	302	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	302	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	302	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	302	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	303	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	303	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	303	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	303	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	303	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	303	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	303	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	303	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	304	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	304	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	304	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	304	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	304	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	304	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	304	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	304	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	305	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	305	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	305	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	305	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	305	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	305	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	305	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	305	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	306	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	306	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	306	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	306	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	306	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	306	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	306	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	306	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	307	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	307	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	307	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	307	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	307	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	307	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	307	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	307	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	308	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	308	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	308	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	308	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	308	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	308	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	308	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	308	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	309	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	309	2	\$765.00	67.00	\$252.45	\$504.90
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
HWCUSUBA	Uph Seat Uph Back Arm	309	2	\$1,436.00	67.00	\$473.88	\$947.76
	Portico Teak						
	Grade 1 UPH						
	Emphasis						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	River						
HML1SDF	Grove Single Seat Lounge Dual Fabric	309	2	\$2,589.00	67.00	\$854.37	\$1,708.74
	Straight						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Grade 1 Uph						
	Emphasis						
	River						
	Tapered Square Leg						
	Portico Teak						
HTFXM29	Preside 29.5H X-Base for 36 & 42 Tops	309	1	\$710.00	69.00	\$220.10	\$220.10
	P1 Paint Opts						
	Titanium						
HTLD36	Preside 36" Round Shaped Laminate Top	309	1	\$604.00	69.00	\$187.24	\$187.24
	2MM/Flat						
	Portico Teak						
	Undecided GROMMET Option						
	Grd L2 Standard Laminates						
	Portico Teak						
HTLSCULRND16M WL	Sculpt 16.5" Rnd Tbl -Med Wood Legs Lam Top	309	1	\$1,157.00	69.00	\$358.67	\$358.67
	No Cutout						
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLWM	P1 Paint Opts	310	1	\$1,370.00	67.00	\$452.10	\$452.10
	Loft						
	Endorse Work Mid-back Mesh Back						
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	310	2	\$765.00	67.00	\$252.45	\$504.90
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck	310	1	\$356.00	66.50	\$119.26	\$119.26
	Enclosure						
	Grd A Fab						
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	310	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	310	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	310	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	310	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	310	1	\$381.00	59.00	\$156.21	\$156.21
HNL2436LD2	36x24x29-1/2 Lateral File two drawer	310	1	\$1,772.00	66.50	\$593.62	\$593.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HWWASHELF36	Floating Shelf 36W	310	2	\$360.00	66.50	\$120.60	\$241.20
	Grd L1 Standard Laminates						
	Loft						
	Loft						
	P1 Paint Opts						
	Loft						
HWWT3736L	Laminate Tile 37.5H x 36W	310	1	\$626.00	66.50	\$209.71	\$209.71
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
	Charcoal						
HWWT736L	Laminate Tile 7.5H x 36W	310	1	\$390.00	66.50	\$130.65	\$130.65
	Undecided LAMINATE Option						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Undecided PAINT Option						
HLWM	Endorse Work Mid-back Mesh Back	311	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	311	2	\$765.00	67.00	\$252.45	\$504.90
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	311	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	311	1	\$654.00	77.00	\$150.42	\$150.42

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	311	1	\$2,022.00	66.50	\$677.37	\$677.37
	Grd L2 Standard Laminates						
	Portico Teak						
HNL2448LP	48x24x29-1/2 Return Lf	311	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod	311	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	311	1	\$381.00	59.00	\$156.21	\$156.21
HNL2436LD2	36x24x29-1/2 Lateral File two drawer	311	1	\$1,772.00	66.50	\$593.62	\$593.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HWWASHELF36	Floating Shelf 36W	311	2	\$360.00	66.50	\$120.60	\$241.20
	Grd L1 Standard Laminates						
	Loft						
	Loft						
	P1 Paint Opts						
	Loft						
HWWT3736L	Laminate Tile 37.5H x 36W	311	1	\$626.00	66.50	\$209.71	\$209.71
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
	Charcoal						
HWWT736L	Laminate Tile 7.5H x 36W	311	1	\$390.00	66.50	\$130.65	\$130.65
	Undecided LAMINATE Option						
	Undecided PAINT Option						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLWM	Endorse Work Mid-back Mesh Back	312	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	312	2	\$765.00	67.00	\$252.45	\$504.90
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck	312	1	\$356.00	66.50	\$119.26	\$119.26
	Enclosure						
	Grd A Fab						
	Refuge						
	Frost						
HLED17A	17" LED Light	312	1	\$654.00	77.00	\$150.42	\$150.42
	W/PwrSupplyForDaisyChain(STARTER)						
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	312	1	\$2,022.00	66.50	\$677.37	\$677.37

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL2448LP	Grd L2 Standard Laminates						
	Portico Teak						
	48x24x29-1/2 Return Lf	312	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod	312	1	\$2,882.00	66.50	\$965.47
Smooth Flat							
Portico Teak							
Loop/Satin							
Platinum							
Grd L2 Standard Laminates							
Portico Teak							
Grd L2 Standard Laminates							
Portico Teak							
Grd L2 Standard Laminates							
Portico Teak							
Grd L2 Standard Laminates							
Portico Teak							
98K05ELPG3DAA WH		PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	312	1	\$381.00	59.00	\$156.21

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL2436LD2	36x24x29-1/2 Lateral File two drawer	312	1	\$1,772.00	66.50	\$593.62	\$593.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HWWASHELF36	Floating Shelf 36W	312	2	\$360.00	66.50	\$120.60	\$241.20
	Grd L1 Standard Laminates						
	Loft						
	Loft						
	P1 Paint Opts						
	Loft						
HWWT3736L	Laminate Tile 37.5H x 36W	312	1	\$626.00	66.50	\$209.71	\$209.71
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
	Charcoal						
HWWT736L	Laminate Tile 7.5H x 36W	312	1	\$390.00	66.50	\$130.65	\$130.65
	Undecided LAMINATE Option						
	Undecided PAINT Option						
HLWM	Endorse Work Mid-back Mesh Back	315	1	\$1,370.00	67.00	\$452.10	\$452.10

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	315	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck	315	1	\$356.00	66.50	\$119.26	\$119.26
	Enclosure						
	Grd A Fab						
	Refuge						
	Frost						
HLED17A	17" LED Light	315	1	\$654.00	77.00	\$150.42	\$150.42
	W/PwrSupplyForDaisyChain(STARTER)						
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	315	1	\$2,022.00	66.50	\$677.37	\$677.37
	Grd L2 Standard Laminates						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL2448RP	Portico Teak						
	48x24x29-1/2 Return Rt	315	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Undecided PULL Option						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod	315	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	315	1	\$381.00	59.00	\$156.21	\$156.21
	HLWM						
HLWM	Endorse Work Mid-back Mesh Back	316	1	\$1,370.00	67.00	\$452.10	\$452.10

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Synchro Tilt Height and Width Adj Hard (Standard) 4-Way Charcoal Grade 1 Uph Contourett Nimbus Standard Plastic Black No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair Fixed Arm Glide 4-Way Charcoal Grade 1 Uph Contourett Nimbus Titanium Textured Titanium	316	1	\$765.00	67.00	\$252.45	\$252.45
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab Refuge Frost	316	1	\$356.00	66.50	\$119.26	\$119.26
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	316	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates	316	1	\$2,022.00	66.50	\$677.37	\$677.37

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL2448LP	Portico Teak						
	48x24x29-1/2 Return Lf	316	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod	316	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	316	1	\$381.00	59.00	\$156.21	\$156.21
	HLWM	317 DIR	1	\$1,370.00	67.00	\$452.10	\$452.10

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HWCUSUBA	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HWCUSUBA	Uph Seat Uph Back Arm	317 DIR	2	\$1,436.00	67.00	\$473.88	\$947.76
	Portico Teak						
	Grade 1 UPH						
	Emphasis						
	River						
HML1SDF	Grove Single Seat Lounge Dual Fabric	317 DIR	2	\$2,589.00	67.00	\$854.37	\$1,708.74
	Straight						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Grade 1 Uph						
	Emphasis						
	River						
	Tapered Square Leg						
	Portico Teak						
HNL242479TLL	24x24x78-1/8 Tower ff lam drs wardrobe Lf	317 DIR	1	\$3,718.00	66.50	\$1,245.53	\$1,245.53
	Loop/Satin						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HTLSCULRND16M WL	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Sculpt 16.5" Rnd Tbl -Med Wood Legs Lam Top	317 DIR	1	\$1,157.00	69.00	\$358.67	\$358.67
	No Cutout						
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
	P1 Paint Opts						
HLWM	Loft						
	Endorse Work Mid-back Mesh Back	318	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
HNR6	No Head Rest						
	HON Nucleus Recharged Guest Chair	318	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	318	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	318	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	318	1	\$2,022.00	66.50	\$677.37	\$677.37
	Grd L2 Standard Laminates						
	Portico Teak						
HNL2448RP	48x24x29-1/2 Return Rt	318	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Undecided PULL Option						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod	318	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	318	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	319	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	319	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	319	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	319	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	319	1	\$2,022.00	66.50	\$677.37	\$677.37
	Grd L2 Standard Laminates						
	Portico Teak						
HNL2448RP	48x24x29-1/2 Return Rt	319	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Undecided PULL Option						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod	319	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	319	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	320	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	320	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	320	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	320	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs	320	1	\$2,022.00	66.50	\$677.37	\$677.37
	Grd L2 Standard Laminates						
	Portico Teak						
HNL2448LP	48x24x29-1/2 Return Lf	320	1	\$1,572.00	66.50	\$526.62	\$526.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod	320	1	\$2,882.00	66.50	\$965.47	\$965.47
	Smooth Flat						
	Portico Teak						
	Loop/Satin						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	320	1	\$381.00	59.00	\$156.21	\$156.21
HLWM	Endorse Work Mid-back Mesh Back	321	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	321	2	\$765.00	67.00	\$252.45	\$504.90
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab Refuge Frost	321	1	\$356.00	66.50	\$119.26	\$119.26
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	321	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	321	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448RP	48x24x29-1/2 Return Rt Smooth Flat Portico Teak Undecided PULL Option Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	321	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672LPRB	72x36x29-1/2 Lf Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum	321	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	321	1	\$381.00	59.00	\$156.21	\$156.21
HNL2436LD2	36x24x29-1/2 Lateral File two drawer	321	1	\$1,772.00	66.50	\$593.62	\$593.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HWWASHELF36	Floating Shelf 36W	321	2	\$360.00	66.50	\$120.60	\$241.20
	Grd L1 Standard Laminates						
	Loft						
	Loft						
	P1 Paint Opts						
	Loft						
HWWT3736L	Laminate Tile 37.5H x 36W	321	1	\$626.00	66.50	\$209.71	\$209.71
	Grd L2 Standard Laminates						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HWWT736L	Portico Teak	321	1	\$390.00	66.50	\$130.65	\$130.65
	Portico Teak						
	Charcoal						
	Laminate Tile 7.5H x 36W						
	Undecided LAMINATE Option						
HLWM	Undecided PAINT Option	323	2	\$1,370.00	67.00	\$452.10	\$904.20
	Endorse Work Mid-back Mesh Back						
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	323	2	\$765.00	67.00	\$252.45	\$504.90
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab Refuge Frost	323	2	\$356.00	66.50	\$119.26	\$238.52
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	323	2	\$654.00	77.00	\$150.42	\$300.84
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	323	2	\$2,022.00	66.50	\$677.37	\$1,354.74
HNL2448LP	48x24x29-1/2 Return Lf Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	323	2	\$1,572.00	66.50	\$526.62	\$1,053.24
HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates	323	2	\$2,882.00	66.50	\$965.47	\$1,930.94

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
98K05ELPG3DAA WH	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL233028PSC	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	323	2	\$381.00	59.00	\$156.21	\$312.42
HNL233028PSC	30Wx23-1/8Dx28-1/2H Storage Cabinet	324 CONF RM	2	\$1,214.00	66.50	\$406.69	\$813.38
	Pedestal						
	Loop/Satin						
	No Grommet						
	Grd L2 Standard Laminates						
HNLMP6028	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNLRC2460V	60W x 27-7/8H Modesty / Back Panel	324 CONF RM	1	\$383.00	66.50	\$128.31	\$128.31
HNLRC2460V	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	60W x 24D Rectangle Worksurface vert grain	324 CONF RM	1	\$505.00	66.50	\$169.18	\$169.18
	Smooth Flat						
HNLRC2460V	Portico Teak						
	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	Blank G1 Cutout Insert	324 CONF RM	1	\$210.00	69.00	\$65.10	\$65.10
HGROM1BLANK	Undecided PAINT Option						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HTG1PWR-3P-1B	MhoB G1 Popup Port-3 AC Pwr-1 Blank-6' Cord Undecided PAINT Option	324 CONF RM	1	\$544.00	69.00	\$168.64	\$168.64
HTLC48120	Preside 120W x 48D Rectangular Shaped Laminate Top 2MM/Flat Portico Teak Cut Out For Pop Up Port Grd L2 Standard Laminates Portico Teak	324 CONF RM	1	\$1,597.00	69.00	\$495.07	\$495.07
HTLR120	Preside Laminate Cylinder Base For 120" W Table Tops Grd L2 Standard Laminates Portico Teak	324 CONF RM	1	\$2,485.00	69.00	\$770.35	\$770.35
HLWM	Endorse Work Mid-back Mesh Back Synchro Tilt Height and Width Adj Hard (Standard) 4-Way Charcoal Grade 1 Uph Contourett Nimbus Standard Plastic Black No Head Rest	325	1	\$1,370.00	67.00	\$452.10	\$452.10
HNR6	HON Nucleus Recharged Guest Chair Fixed Arm Glide 4-Way Charcoal	325	2	\$765.00	67.00	\$252.45	\$504.90

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HWCUSUBA	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
HWCUSUBA	Uph Seat Uph Back Arm	325	2	\$1,436.00	67.00	\$473.88	\$947.76
HNL231628PFF	Portico Teak						
	Grade 1 UPH						
	Emphasis						
	River						
	15-3/4Wx23-1/8Dx28-1/2H File/File Pedestal	325	1	\$1,084.00	66.50	\$363.14	\$363.14
HNL231628PFF	Loop/Satin						
	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
HNL3672RPBBF	Portico Teak						
	72x36x29-1/2 RP Desk bow top bkft frost mod	325	1	\$3,833.00	66.50	\$1,284.06	\$1,284.06
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
HNL3672RPBBF	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNLMP4828	Grd L2 Standard Laminates						
	Portico Teak						
	48W x 27-7/8H Modesty / Back Panel	325	1	\$348.00	66.50	\$116.58	\$116.58
	No Grommet						
HNLRC2448V	Grd L2 Standard Laminates						
	Portico Teak						
	48W x 24D Rectangle Worksurface vert grain	325	1	\$424.00	66.50	\$142.04	\$142.04
	Smooth Flat						
HTFXM29	Portico Teak						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
HTLD36	Preside 29.5H X-Base for 36 & 42 Tops	325	1	\$710.00	69.00	\$220.10	\$220.10
	P1 Paint Opts						
	Titanium						
HTLSCULRND16M WL	Preside 36" Round Shaped Laminate Top	325	1	\$604.00	69.00	\$187.24	\$187.24
	2MM/Flat						
	Portico Teak						
	Undecided GROMMET Option						
HTLSCULRND16M WL	Grd L2 Standard Laminates						
	Portico Teak						
	Sculpt 16.5" Rnd Tbl -Med Wood Legs Lam Top	325	1	\$1,157.00	69.00	\$358.67	\$358.67
	No Cutout						
HTLSCULRND16M WL	Grd L2 Standard Laminates						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLWM	Portico Teak	326	1	\$1,370.00	67.00	\$452.10	\$452.10
	P1 Paint Opts						
	Loft						
	Endorse Work Mid-back Mesh Back						
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	326	1	\$765.00	67.00	\$252.45	\$252.45
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
H90053	Textured Titanium	326	1	\$356.00	66.50	\$119.26	\$119.26
	10500 Series Tckbd for 48"W Stack on Strg Bck						
	Enclosure						
	Grd A Fab						
	Refuge						
	Frost						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	326	1	\$654.00	77.00	\$150.42	\$150.42
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	326	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448LP	48x24x29-1/2 Return Lf Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	326	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates	326	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	326	1	\$381.00	59.00	\$156.21	\$156.21
HNL2436LD2	36x24x29-1/2 Lateral File two drawer	326	1	\$1,772.00	66.50	\$593.62	\$593.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HWWASHELF36	Floating Shelf 36W	326	2	\$360.00	66.50	\$120.60	\$241.20
	Grd L1 Standard Laminates						
	Loft						
	Loft						
	P1 Paint Opts						
	Loft						
HWWT3736L	Laminate Tile 37.5H x 36W	326	1	\$626.00	66.50	\$209.71	\$209.71
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
	Charcoal						
HWWT736L	Laminate Tile 7.5H x 36W	326	1	\$390.00	66.50	\$130.65	\$130.65
	Undecided LAMINATE Option						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Undecided PAINT Option						
HLWM	Endorse Work Mid-back Mesh Back	327	1	\$1,370.00	67.00	\$452.10	\$452.10
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
HNR6	HON Nucleus Recharged Guest Chair	327	4	\$765.00	67.00	\$252.45	\$1,009.80
	Fixed Arm						
	Glide						
	4-Way Charcoal						
	Grade 1 Uph						
	Contourett						
	Nimbus						
	Titanium						
	Textured Titanium						
H90053	10500 Series Tckbd for 48"W Stack on Strg Bck Enclosure Grd A Fab	327	1	\$356.00	66.50	\$119.26	\$119.26
	Refuge						
	Frost						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	327	1	\$654.00	77.00	\$150.42	\$150.42

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL1548FD	48x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	327	1	\$2,022.00	66.50	\$677.37	\$677.37
HNL2448LP	48x24x29-1/2 Return Lf Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	327	1	\$1,572.00	66.50	\$526.62	\$526.62
HNL3672RPRB	72x36x29-1/2 Rt Ped Desk rect top bkft mod Smooth Flat Portico Teak Loop/Satin Platinum Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	327	1	\$2,882.00	66.50	\$965.47	\$965.47

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
98K05ELPG3DAA WH	PERKS, 5W, DALTA, POWER/USB-A/USB-C, WHITE	327	1	\$381.00	59.00	\$156.21	\$156.21
HNL2436LD2	36x24x29-1/2 Lateral File two drawer	327	1	\$1,772.00	66.50	\$593.62	\$593.62
	Smooth Flat						
	Portico Teak						
	Loop/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HWWASHELF36	Floating Shelf 36W	327	2	\$360.00	66.50	\$120.60	\$241.20
	Grd L1 Standard Laminates						
	Loft						
	Loft						
	P1 Paint Opts						
	Loft						
HWWT3736L	Laminate Tile 37.5H x 36W	327	1	\$626.00	66.50	\$209.71	\$209.71
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
	Charcoal						
HWWT736L	Laminate Tile 7.5H x 36W	327	1	\$390.00	66.50	\$130.65	\$130.65
	Undecided LAMINATE Option						
	Undecided PAINT Option						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HTFXM29	Preside 29.5H X-Base for 36 & 42 Tops P1 Paint Opts Titanium	327	1	\$710.00	69.00	\$220.10	\$220.10
HTLD36	Preside 36" Round Shaped Laminate Top 2MM/Flat Portico Teak Undecided GROMMET Option Grd L2 Standard Laminates Portico Teak	327	1	\$604.00	69.00	\$187.24	\$187.24
HMG1	Motivate 4-Leg Stack Chair-Set/2 No Arm Felt Glide White Silver Texture	328 BREAK RM	2	\$843.00	67.00	\$278.19	\$556.38
HNR6	HON Nucleus Recharged Guest Chair Fixed Arm Glide 4-Way Charcoal Grade 1 Uph Contourett Nimbus Titanium Textured Titanium	WAITING AREA	2	\$765.00	67.00	\$252.45	\$504.90
HTLSCULRND16M WL	Sculpt 16.5" Rnd Tbl -Med Wood Legs Lam Top No Cutout	WAITING AREA	1	\$1,157.00	69.00	\$358.67	\$358.67

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HLWM	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
	P1 Paint Opts						
	Loft						
	Endorse Work Mid-back Mesh Back	WS-01 INPSECTOR:	4	\$1,370.00	67.00	\$452.10	\$1,808.40
	Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Charcoal						
H105380	Grade 1 Uph						
	Contourett						
	Nimbus						
	Standard Plastic Black						
	No Head Rest						
	10500 Series Wall Mounted Storage Cab 30"W x 14-5/8"D	WS-01 INPSECTOR:	8	\$987.00	66.50	\$330.65	\$2,645.20
	Grd L2 Standard Laminates						
	Portico Teak						
	Portico Teak						
HEFEC50P	Panel Finished End Covers 50H	WS-01 INPSECTOR:	5	\$89.00	77.00	\$20.47	\$102.35
	P1 Paint Opts						
	Loft						
HEFEC50P	Panel Finished End Covers 50H	WS-01 INPSECTOR:	5	\$89.00	77.00	\$20.47	\$102.35
	P1 Paint Opts						
	Loft						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HETC24	Panel Top Cap 24"W P1 Paint Opts Loft	WS-01 INPSECTOR:	5	\$59.00	77.00	\$13.57	\$67.85
HETP5024FP	Tackable Panel w/o TC 50H x 24W Grd A Fabric Refuge Frost P1 Paint Opts Loft	WS-01 INPSECTOR:	5	\$503.00	77.00	\$115.69	\$578.45
HEWS50P	Wall Starter Kit for Panels 50H P1 Paint Opts Loft	WS-01 INPSECTOR:	1	\$139.00	77.00	\$31.97	\$31.97
HLED17AS	17" LED Light w/Power Supply (Single)	WS-01 INPSECTOR:	4	\$597.00	77.00	\$137.31	\$549.24
HLSLZ5SC60	48"W External Stiffener Black	WS-01 INPSECTOR:	4	\$149.00	77.00	\$34.27	\$137.08
HSDMP604	Half Hgt 14Hx60W Mod Pnl P1 Paint Opts Loft	WS-01 INPSECTOR:	4	\$302.00	77.00	\$69.46	\$277.84
HWR2460P	Systems Rectangular Worksurface Edgeband 24D x 60W Grd L2 Standard Laminates Portico Teak Portico Teak Loft	WS-01 INPSECTOR:	4	\$703.00	77.00	\$161.69	\$646.76

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HVFB20R	Box/Box/File 28H x 19 7/8D x 15W	WS-01 INPSECTOR	4	\$791.00	77.00	\$181.93	\$727.72
	Lock						
	P1 Paint Opts						
	Loft						
HWSB2	Worksurface Bracket Kit	WS-01 INPSECTOR	8	\$69.00	77.00	\$15.87	\$126.96
	P1 Paint Opts						
	Loft						
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	WS-01 INPSECTOR	4	\$381.00	59.00	\$156.21	\$624.84
SUBTOTAL :							\$108,555.23
TOTAL :							\$142,341.28

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
1. ORDERS:	It is understood and agreed that an order cannot be canceled except by mutual consent in writing. Orders cannot be canceled after factory production has begun.						
2. TAX:	All orders will be subject to applicable sales tax. Purchasers exempt from such tax must furnish certificates of exemption in a form acceptable to CDS and the State of Florida prior to purchase.						
3. DELIVERY:	Prices are based on the installation being made during normal eight hour, five day week, Monday thru Friday. If delivery and/or installation is required at a time other than these, it will be done at an overtime rate and Purchaser shall reimburse CDS for additional costs.						
4. JOB SITE:	The job shall be clear and free of debris prior to installation. Site preparation performed by CDS employees, including but not limited to clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at CDS' normal hourly rate.						
5. DEPOSITS:	All orders will require a minimum 50% deposit. Deposit amounts will be deducted from the final invoice.						
6. TERMS:	Purchaser acknowledges that once signed and accepted this proposal and performance hereunder, shall be deemed valid. Payment by Credit Card will incur additional fees.						

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503 W Central, Orlando, FL. 32801

furnishing future dreams...

Customer Info:

Kissimmee City Hall
Contact: Laura Ayoub
101 Church St
Kissimmee, Florida 34741

Phone: +16893394388
Fax:

Quote Number: KULK5624**Date:** Jun 1, 2025**Page:** Page 1 of 6**Account Manager:** Briana Smith**Account Manager Phone:** 407-576-1563**Deliver Via:****Requested Delivery Date:****Delivery Address:**

Kissimmee City Hall
Contact: Laura Ayoub
101 Church St
Kissimmee, Florida 34741

Phone: +16893394388
Mobile: (689) 339-4388

Products / Services:

Qty	Description	Unit Price	Ext. Price
Director- Office 317 (Left Return) -hutch along the return wall			
1	Bow Front Desk with white glass modesty Grigio	\$847.74	\$847.74
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Table top for 42' round conference table, grey laminate	\$162.77	\$162.77
1	Base for round conference table, grey laminate	\$203.47	\$203.47
2	2 drawer lateral file cabinet w/o top, grey laminate 34"W	\$678.19	\$1,356.38
1	72' Credenza shell, grey laminate	\$420.49	\$420.49
1	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$940.43
1	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$209.70
1	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$103.99
4	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$1,393.60
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
1	Rectangular Quartz Top Side Table with Black Metal Base- 22" x 16"	\$342.02	\$342.02
2	Black Leather Club Chair- 35"W with arms	\$705.85	\$1,411.70
Conference Room- Office 324 (existing chairs will be used in this area)			
1	Boat Shape Conference table Grigio laminate 10'	\$1,473.94	\$1,473.94
2	2 drawer lateral file cabinet w/o top, grey laminate 34"W	\$678.19	\$1,356.38
1	72' Credenza shell, grey laminate	\$420.49	\$420.49
Assistant Director- Office 325 (Left Return) -hutch along the return wall			
1	Bow Front Desk with white glass modesty Grigio	\$847.74	\$847.74
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79

*Delivery & Installation are an additional charge if not included in this quote. The minimum local delivery charge (within 10 miles of KUL) is \$125. Installation if not estimated and included in this quote is \$89/man per hour and is billed at 1 hour increments.

**All pre-owned product is sold as-is with no warranty or money back guarantee. All custom work including workstations are non-refundable. Canceled or refunded orders are subject to a minimum 15% restocking fee.

**LIQUIDATIONS services signed become property of KUL Office Furniture and no item can be removed without mutual consent.

Authorization: _____

Date: _____

I hereby authorize KUL Office Furniture, to proceed with the sale of the products and or services as listed above.

Products / Services:

Qty	Description	Unit Price	Ext. Price
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
1	Rectangular Quartz Top Side Table with Black Metal Base- 22" x 16"	\$342.02	\$342.02
2	Black Leather Club Chair- 35"W with arms	\$705.85	\$1,411.70
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
Office 326 (Left Return) -hutch along the return wall			
1	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$497.34
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$940.43
1	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$209.70
1	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$103.99
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
City Engineer- Office 327 (Left Return) -hutch along the return wall			
1	Bow Front Desk with white glass modesty Grigio	\$847.74	\$847.74
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$940.43
1	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$103.99
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
1	Rectangular Quartz Top Side Table with Black Metal Base- 22" x 16"	\$342.02	\$342.02
2	Black Leather Club Chair- 35"W with arms	\$705.85	\$1,411.70
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
Office 318-319 (both right returns) -hutch along the return wall			
2	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$994.68
2	48' angled right return, Grigio laminate	\$298.40	\$596.80
2	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$759.58
2	Deluxe file/file pedestal Grigio laminate	\$370.74	\$741.48
2	Maglia Super ergonomic task chair	\$497.34	\$994.68
4	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$1,393.60
2	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$1,880.86
2	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$419.40
2	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$207.98
Office 320 (Left Return) -hutch along the return wall			
1	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$497.34

*Delivery & Installation are an additional charge if not included in this quote. The minimum local delivery charge (within 10 miles of KUL) is \$125. Installation if not estimated and included in this quote is \$89/man per hour and is billed at 1 hour increments.

**All pre-owned product is sold as-is with no warranty or money back guarantee. All custom work including workstations are non-refundable. Canceled or refunded orders are subject to a minimum 15% restocking fee.

**LIQUIDATIONS services signed become property of KUL Office Furniture and no item can be removed without mutual consent.

Authorization: _____

Date: _____

I hereby authorize KUL Office Furniture, to proceed with the sale of the products and or services as listed above.

Products / Services:

Qty	Description	Unit Price	Ext. Price
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
1	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$940.43
1	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$209.70
1	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$103.99
Office 323- (Left Return) -hutch along the return wall			
1	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$497.34
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
1	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$940.43
1	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$209.70
1	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$103.99
Office 316- (Left Return) -hutch along the return wall			
1	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$497.34
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
1	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$940.43
1	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$209.70
1	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$103.99
1	34' W Low bookcase with glass floated top grey laminate (pure white)	\$483.78	\$483.78
1	2 drawer lateral file cabinet w/o top, grey laminate 34'W	\$678.19	\$678.19
1	Laminate top for 2 drawer lateral file or 2 door storage grey laminate	\$140.16	\$140.16
Office 315- (Right Return) -hutch along the return wall			
1	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$497.34
1	48' angled right return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Maglia Super ergonomic task chair	\$497.34	\$497.34

*Delivery & Installation are an additional charge if not included in this quote. The minimum local delivery charge (within 10 miles of KUL) is \$125. Installation if not estimated and included in this quote is \$89/man per hour and is billed at 1 hour increments.

**All pre-owned product is sold as-is with no warranty or money back guarantee. All custom work including workstations are non-refundable. Canceled or refunded orders are subject to a minimum 15% restocking fee.

**LIQUIDATIONS services signed become property of KUL Office Furniture and no item can be removed without mutual consent.

Authorization: _____

Date: _____

I hereby authorize KUL Office Furniture, to proceed with the sale of the products and or services as listed above.

Products / Services:

Qty	Description	Unit Price	Ext. Price
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
1	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$940.43
1	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$209.70
1	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$103.99
1	34' W Low bookcase with glass floated top grey laminate (pure white)	\$483.78	\$483.78
1	2 drawer lateral file cabinet w/o top, grey laminate 34"W	\$678.19	\$678.19
1	Laminate top for 2 drawer lateral file or 2 door storage grey laminate	\$140.16	\$140.16
Office 311, 312 - (Both left returns) hutch along the return wall			
2	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$994.68
2	48' angled left return, Grigio laminate	\$298.40	\$596.80
2	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$759.58
2	Deluxe file/file pedestal Grigio laminate	\$370.74	\$741.48
2	Maglia Super ergonomic task chair	\$497.34	\$994.68
4	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$1,393.60
2	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$1,880.86
2	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$419.40
2	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$207.98
2	34' W Low bookcase with glass floated top grey laminate (pure white)	\$483.78	\$967.56
2	2 drawer lateral file cabinet w/o top, grey laminate 34"W	\$678.19	\$1,356.38
2	Laminate top for 2 drawer lateral file or 2 door storage grey laminate	\$140.16	\$280.32
Office 321, 310 - (Both right returns) -hutch along the return wall			
2	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$994.68
2	48' angled right return, Grigio laminate	\$298.40	\$596.80
2	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$759.58
2	Deluxe file/file pedestal Grigio laminate	\$370.74	\$741.48
2	Maglia Super ergonomic task chair	\$497.34	\$994.68
4	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$1,393.60
2	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$1,880.86
2	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$207.98
2	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$419.40
2	34' W Low bookcase with glass floated top grey laminate (pure white)	\$483.78	\$967.56
2	2 drawer lateral file cabinet w/o top, grey laminate 34"W	\$678.19	\$1,356.38
2	Laminate top for 2 drawer lateral file or 2 door storage grey laminate	\$140.16	\$280.32
Offices- 302-308 (all right returns) -hutch along the return wall			
7	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$3,481.38
7	48' angled right return, Grigio laminate	\$298.40	\$2,088.80
7	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$2,658.53

*Delivery & Installation are an additional charge if not included in this quote. The minimum local delivery charge (within 10 miles of KUL) is \$125. Installation if not estimated and included in this quote is \$89/man per hour and is billed at 1 hour increments.

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**LIQUIDATIONS services signed become property of KUL Office Furniture and no item can be removed without mutual consent.

Authorization: _____

Date: _____

I hereby authorize KUL Office Furniture, to proceed with the sale of the products and or services as listed above.

Products / Services:

Qty	Description	Unit Price	Ext. Price
7	Deluxe file/file pedestal Grigio laminate	\$370.74	\$2,595.18
14	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$4,877.60
7	Maglia Super ergonomic task chair	\$497.34	\$3,481.38
7	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$6,583.01
7	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$1,467.90
7	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$727.93
Reception- Office 301 (one left and one right return) -hutch along the return wall			
2	72' x 30' Rectangular desk shell, Grigio laminate	\$497.34	\$994.68
1	48' angled right return, Grigio laminate	\$298.40	\$298.40
1	48' angled left return, Grigio laminate	\$298.40	\$298.40
2	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$759.58
2	Deluxe file/file pedestal Grigio laminate	\$370.74	\$741.48
2	2 drawer lateral file cabinet w/o top, grey laminate 34"W	\$678.19	\$1,356.38
1	72' Credenza shell, grey laminate	\$420.49	\$420.49
2	Maglia Super ergonomic task chair	\$497.34	\$994.68
2	Tackboard for 72" freestanding hutch, fabric grey	\$103.99	\$207.98
2	36" LED Task Light w/Dimmer & Magnet	\$209.70	\$419.40
2	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$1,880.86
2	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$696.80
Lobby-			
2	Black Caresoft Vinyl Accent Chair with 4 Black Wood Legs - 275lbs capacity	\$511.17	\$1,022.34
1	Rectangular Quartz Top Side Table with Black Metal Base- 22" x 16"	\$342.02	\$342.02
2nd Assistant Director- Office 309			
1	Bow Front Desk with white glass modesty Grigio	\$847.74	\$847.74
1	48' angled right return, Grigio laminate	\$298.40	\$298.40
1	Deluxe box/box/file pedestal Grigio laminate	\$379.79	\$379.79
1	Deluxe file/file pedestal Grigio laminate	\$370.74	\$370.74
1	Maglia Super ergonomic task chair	\$497.34	\$497.34
1	Rectangular Quartz Top Side Table with Black Metal Base- 22" x 16"	\$342.02	\$342.02
2	Black Leather Club Chair- 35"W with arms	\$705.85	\$1,411.70
4	Black AM Vinyl 26"W Armless Guest Chair - 400lb Capacity	\$348.40	\$1,393.60
1	Table top for 42' round conference table, grey laminate	\$162.77	\$162.77
1	Base for round conference table, grey laminate	\$203.47	\$203.47
Breakroom- Room 328- Lighter Color Laminate in this area			
6	Asphalt Upholstered Guest Chair - Jola Collection- Black Metal Base- Standard Height	\$902.66	\$5,415.96
1	30' x 60' Universal rectangular worksurface - Blanc de Gris (work with Veloce benching system, Altezza height adjustable and Attivo training table) (2 per carton)	\$189.89	\$189.89

*Delivery & Installation are an additional charge if not included in this quote. The minimum local delivery charge (within 10 miles of KUL) is \$125. Installation if not estimated and included in this quote is \$89/man per hour and is billed at 1 hour increments.

**All pre-owned product is sold as-is with no warranty or money back guarantee. All custom work including workstations are non-refundable. Canceled or refunded orders are subject to a minimum 15% restocking fee.

**LIQUIDATIONS services signed become property of KUL Office Furniture and no item can be removed without mutual consent.

Authorization: _____

Date: _____

I hereby authorize KUL Office Furniture, to proceed with the sale of the products and or services as listed above.

Products / Services:

Qty	Description	Unit Price	Ext. Price
1	30' x 72' Universal rectangular worksurface - Blanc de Gris	\$226.06	\$226.06
4	Black Metal 28.5"H Oblique Leg	\$80.85	\$323.40
4	Black Adjustable Beam for 48"-72"W Tops	\$104.79	\$419.16
4	Black Oblique Leg Mount and Bracket Kit for V leg	\$141.49	\$565.96
Workstations-			
4	30' x 60' Universal rectangular worksurface - Grigio	\$189.89	\$759.56
4	Black Veloce Mobile Pedestal Box/Box/File W/Black Cushion	\$406.91	\$1,627.64
5	Veloce O Leg 30'D (2 per carton)	\$108.51	\$542.55
8	Veloce Main Support Beam 48'L-72'L Black	\$72.34	\$578.72
5	Mounting bracket for Acrylic Divider	\$135.64	\$678.20
5	Frosted Acrylic dividers 30"	\$176.33	\$881.65
3	Deluxe 72" Open wall mounted hutch, grey laminate (pure white glass doors)	\$940.43	\$2,821.29
4	Maglia Super ergonomic task chair	\$497.34	\$1,989.36
4	Silver Undermount Power Strip w/6 AC	\$271.81	\$1,087.24
4	Laminate modesty panel and hardware 48'-Grigio	\$76.86	\$307.44
	SubTotal		\$137,392.31
	First Time Buyer and Bulk Order Discount		-\$20,608.85

Service

During normal Business Hours- Monday- Friday 9-5 (Stair Carry is subject to additional install fees if there is not a working elevator)

1	Delivery and Assembly	\$21,000.00	\$21,000.00
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All above listed product is final sale- returns are not accepted unless there was a damage on shipment or done by our team.

Warrenty varies by vendor as well

Payment Terms

***All major credit/debit cards will have a 3% convenience fee charged.**

We also accept company checks, ACH/wire transfer and cash. All purchases are to be paid in full at the time of the signed contract. All payments are non-refundable. All pre-owned product is sold as-is with no warranty or money-back guarantee. All custom work including workstations is non-refundable. All canceled orders are subject to a minimum 15% restocking fee.

Full-service cost of all product listed above delivered and installed at one time unless otherwise specified . Additional trips are subject to additional cost. Delivery & installation during normal business hours Monday-Friday with clear access to the work area. Use of stairs or elevators subject to additional fees.

SubTotal:\$137,783.46

Tax: \$0.00

Total: \$137,783.46

*Delivery & Installation are an additional charge if not included in this quote. The minimum local delivery charge (within 10 miles of KUL) is \$125. Installation if not estimated and included in this quote is \$89/man per hour and is billed at 1 hour increments.

**All pre-owned product is sold as-is with no warranty or money back guarantee. All custom work including workstations are non-refundable. Canceled or refunded orders are subject to a minimum 15% restocking fee.

**LIQUIDATIONS services signed become property of KUL Office Furniture and no item can be removed without mutual consent.

Authorization:

Date:

I hereby authorize KUL Office Furniture, to proceed with the sale of the products and or services as listed above.

ITEM 7.M

Ratification of the Collective Bargaining Agreement (CBA) with the International Association of Firefighters, Local 4208 (IAFF) Representing the Rank and File and Supervisory Bargaining Units

Request

Approval and ratification of the Collective Bargaining Agreement between the City of Kissimmee and the International Association of Firefighters (IAFF), Local 4208, representing the Rank and File Unit (Cert #1400) and Supervisory unit (Cert #1401) effective October 1, 2024, to September 30, 2027 (contract #20240422).

Explanation

The Collective Bargaining Agreement (CBA) with the City and Kissimmee Professional Firefighters Local 4208 expired September 30, 2024. Negotiations between the respective parties' bargaining team members began in July 2024, and the parties met regularly in an effort to come to mutually agreeable terms for the CBA.

On July 01, 2025, the Union's leadership agreed to bring the negotiated CBA to a vote of the membership. On July 27, 2023, the Union President advised the City of a favorable vote on the CBA by both bargaining units. The substantive changes to the CBA for existing articles are as follows:

Wages -

Effective with the first full pay period following the implementation of the 24/72 shift schedule, the hourly rate of pay for all bargaining unit members shall be recalculated by dividing each employee's annual salary by 2184.

FY 2024-2025, union members will receive an 8% increase to their base pay and a one-step progression in the Step Plan in Appendix B. The City's new firefighter's starting salary will be \$54,500*.

FY 2025-2026, union members will receive a 4% pay range increase to their base pay. The City's new firefighter's starting salary will be \$55,590*.

FY 2026-2027, union members will receive a 2% pay range increase to their base pay, plus any amount above the initial 2% that is given to general employees. The City's new firefighter's starting salary will be \$56,145*.

The Step Plan will be discontinued and replaced by the use of pay ranges by September 30, 2025.

*This does not include the additional incentive pay that an employee may receive as a paramedic of \$10,500 a year or other applicable incentives due to special certifications.

Hours of Work and Overtime - 24-hour shift – Effective with the first full pay period following implementation of the 42-hour work week (24/72) schedule, the 24-hour shift schedule shall consist of an average 42-hour work week (averaged on an annual basis at 2,184 hours per year), with each week divided into four (4) shifts (A, B, C and D shift). The work schedule for each shift will be 24 hours long. These shift employees will be scheduled to work for 24 hours and then have 72 hours off.

All over-shift hours worked in each 14-day pay cycle shall be paid as straight time for the first 10 over-shift hours and all additional over-shift hours beyond 10 in a 14-day cycle paid at time-and-a-half.

Holiday Leave - Effective January 1, 2026, shift employees will accrue 63 hours of fire holiday leave City of Kissimmee

for the first quarter of the calendar year. Effective April 1, 2026 (if the 42-hour work week has been implemented), employees will accrue an additional 126 hours of fire holiday leave for the 2026 calendar year. Once the 42-hour workweek schedule is implemented, shift employees will accrue 168 hours of fire holiday leave annually on January 1.

Vacation Leave - Employees working a forty-two (42) hour work week (24/72) shall accrue vacation leave based on the following schedule:

Years of Continuous Service w/City	Annual Shifts	Monthly Accrual Hours
Initial hire through 5-year anniversary	4	8
6th year through 10th anniversary	5	10
11th year through 15th anniversary	6	12
16th year through 20th anniversary	7	14
After 20 years or more	8	16

Sick Leave - Upon implementation of the 42-hour work week (24/72) schedule, employees' sick leave will be accrued at the rate of nine (9) hours per month.

Pension Plan - Members may enter the DROP at any time after they qualify for normal retirement benefits under the plan.

This CBA shall remain in effect until midnight September 30, 2027.

Recommendation

Approval of the Collective Bargaining Agreement with the International Association of Firefighters (IAFF), Local 4208, representing the Kissimmee rank and file and supervisory units.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Kissimmee IAFF 2024-2027 CBA REDLINED Version - Final
2. (S) Kissimmee IAFF 2024-2027 CBA CLEAN Version - Final

COLLECTIVE BARGAINING AGREEMENT

CITY OF KISSIMMEE

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4208

Rank and File Unit (Cert #1400)

AND

Supervisory Unit (Cert #1401)

Effective October 1, ~~2022~~ 2024 to September 30, ~~2024~~ 2027

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PREAMBLE

This Agreement is entered into between the City of Kissimmee, hereinafter referred to as “City,” or “Employer” and the Kissimmee Professional Firefighters, Local Number 4208, hereinafter referred to as “Union.”

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

- (a) Rank and File unit** described in PERC Certification No. 1400 (June 23, 2003):

Included: All full-time certified firefighters in the job classifications of Firefighter and Engineer.

Excluded: Fire Chief, Deputy Fire Chief, Health & Safety Chief, Battalion Chief, Fire Inspector, Lieutenant, Health and Safety Lieutenant, EMS Lieutenant, and all other employees of the City of Kissimmee.

- (b) Supervisory unit** described in PERC Certification No. 1401 (June 23, 2003):

Included: All full-time certified firefighters in the job classifications of Lieutenant.

Excluded: Fire Chief, Deputy Fire Chief, Health and Safety Chief, Battalion Chief, Fire Inspector, Engineer, Firefighter, and all other employees of the City of Kissimmee.

1.2 The provisions of this Agreement shall apply to both of the above bargaining units, except where separate provisions are expressly set out for each individual unit.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The Union recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of Fire/EMS services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

2.2 In accord with the provisions of Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to determine unilaterally the purpose of each of its constituent agencies; to set standards of services to be offered to the public; to exercise control and discretion over its organization and operations; to direct its employees; and to relieve its employees from duty because of lack of work or for other legitimate reasons.

2.3 In accord with Section 447.209, Florida Statutes, the employer retains the following management rights, but only to the extent that they are not limited by the express terms of this Agreement:

- (a) Make and change reasonable rules and regulations;
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions inside or outside the bargaining unit;
- (c) Determine the qualifications for employees and the contents of job classifications;
- (d) Determine the work assignments of employees;
- (e) Change or eliminate existing work procedures and equipment utilization;
- (f) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members;
- (g) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit, subject to the express terms of this Agreement;
- (h) Establish and enforce quality and quantity standards and judgment of workmanship required;
- (i) Determine services to be rendered;
- (j) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

2.4 It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

2.5 The Union recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights; and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

2.6 Should the City take action in their exercise of management rights, including through revision or creation of rules, regulations, policies, directives, SOPs or SOGs that directly deal with wages, hours and/or terms and conditions of employment (mandatory subjects of bargaining) that are not addressed within this Agreement, the City will engage in good faith bargaining with the Union (upon demand) and shall refrain from implementing the change until such time as the bargaining process as outlined in Chapter 447 Florida Statutes has been completed.

Should the City take action in their exercise of management rights, including through revision or creation of rules, regulations, policies, directives, SOPs or SOGs that deal with a permissive subject of bargaining not addressed within this Agreement, for which the Union can identify impacts to wages, hours and/or terms and conditions of employment , the City (upon demand from the Union) will engage in good faith bargaining with the Union over those identified impacts. As it relates to demands for bargaining associated with permissive subjects of bargaining, the City shall be permitted to move forward with implementing the change concurrent with good faith bargaining over the identified impacts.

The City shall provide Local 4208 with any proposed changes to and/or any newly-created rules, regulations, policies, directives, SOPs or SOGs that address wages, hours and/or terms and conditions of employment (whether mandatory or permissive subjects of bargaining) 14 days prior to the intended implementation date. The 14-day time period shall be waived if exigent circumstances prevent compliance with it. Where possible, these rules, regulations, policies, directives, SOPs or SOG copies shall be provided in a format that will allow the Union to easily identify the changes that have been proposed to the earlier version.

The language contained in this section does not apply to SOP's SOG's or directives that are purely operational in nature and do not address or impact wages, hours and/or terms and conditions of employment.

~~**2.6**—The Union agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the life of this Agreement. However, should decisions on the above matters have the practical consequence of violating the terms and conditions contained in this Agreement, the exercise of such management rights shall not preclude employees or the Union from raising grievances.~~

~~**2.7**—The Employer recognizes that if decisions on the matters listed in Section 2.3 have a direct and substantial impact on the wages, hours, or terms and conditions of employment of bargaining unit employees, the Union has the right, except as provided by law in the case of exigent~~

circumstances, to bargain regarding the impact of such decisions upon bargaining unit employees prior to the implementation of such decisions.

ARTICLE 3
PROBATIONARY EMPLOYMENT

3.1 All employees newly hired shall be required to serve a probationary period of 12 months. The Employer may extend the probationary employment period to allow the Employer an extended period of time within which to evaluate the employee's ability to successfully complete probation and become a permanent employee. Newly hired probationary employees do not have a property right in their employment and may be terminated during the probationary employment period for failure to satisfactorily complete the probationary period, as determined by management. Terminations during the probationary employment period are not subject to the grievance provisions of this Agreement.

3.2 Employees promoted to the rank of Engineer ~~and higher~~ Lieutenant shall serve a promotional probationary period of six (6) months. The promotional probationary period may be extended by the Employer. Employees who fail to successfully complete their promotional probationary period shall be returned to their prior rank and shall have their pay adjusted to what it would have been had they not been promoted. Any employee bumped downward as the result of the promoted employee returning to their prior rank (following the failed probationary period) shall be placed at the top of the promotional list for the rank they were forced out of and shall remain at the top of that promotional list indefinitely. These employees shall receive the next available promotion for that rank provided they meet all the necessary qualifications at the time of the vacancy.

ARTICLE 4

UNION ACTIVITY

4.1 Upon ratification of this agreement by all parties, the City will provide the Union with two copies of the complete collective bargaining agreement in electronic format, one in Word and one in Adobe pdf. At the same time, the City will also provide the Union with one printed copy that is signed and dated. The Union will be responsible for distributing the Agreement to members of the bargaining unit.

4.2 The Union shall have the right to designate one shift steward per shift. The Union shall notify the City, in writing, of the identity of the Union's designated shift stewards.

4.3 The Union shall have the right to designate a President, Vice-President, Treasurer, Secretary, and Trustee. The Union shall notify the City, in writing, of the identity of the Union's new officers.

4.4 Time to Conduct Union Business

- (a)** The Union agrees to conduct Union business outside of normal working hours to the maximum extent possible to minimize potential disruption of the work of unit employees.
- (b)** The Union President, Vice-President, and designated shift stewards will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:
 - 1.** To represent a bargaining unit employee, or act as a representative of the Union during a grievance meeting with Employer representatives, as provided for in the grievance procedure; and
 - 2.** To consult with management officials or attend meetings with management, when approved or authorized to do so by management; and
 - 3.** To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Union representation.
- (c)**
 - i.** When it is necessary for a Union President, Vice-President, or designated shift steward to meet with an employee of the City of Kissimmee for any other reason not provided for in Section 4.4(b), the Union representative (and the employee, if another employee is involved) shall schedule such meetings or other tasks after work hours, except in cases of emergencies that cannot be postponed.

- ii. If the Union representative and/or employee need to take time during the regular workday to investigate a grievance, or to attend to other Union business, such time will be taken as leave without pay, which shall be subject to the approval of the Battalion Chief of the employee and the Battalion Chief of the Union representative. Approval of unpaid leave for this purpose will not be unreasonably withheld. Provided, however, that Battalion Chief(s) are not required to approve the requested leave if either employee is needed on the job due to the operational needs of the Department. In lieu of requesting leave without pay, the employee and/or the Union representative may use time pool hours in accordance with Section 4.8.

4.5 New Hire Orientation

- (a) During the initial Fire Department orientation period of a new bargaining unit employee, the City will notify the employee that his/her job is in a bargaining unit represented by the Union, will provide the employee with contact information for the Union, and will notify the employee that he/she has the right to join or not join the Union. The Employer will provide the Union with at least seven (7) days notice of the date of the initial orientation.
- (b) A Union representative will be permitted to meet with each new bargaining unit employee during his/her initial orientation period for not more than thirty (30) minutes, in order to discuss Union membership with the employee. The Union representative must schedule the time for this meeting at a time approved by management. At no time will the Union representative use abusive, degrading, or threatening language to coerce an employee to join the Union.

4.6 The Employer will make reasonable efforts to allow up to two members of the Union to rearrange their work schedules, use accrued vacation leave or compensatory time, or take time off without pay, to attend negotiating sessions mutually set to negotiate or renegotiate this Agreement.

4.7 The Union shall be permitted to place, at the Union's expense, one IAFF sticker upon a window of each piece of Kissimmee Fire Department apparatus. Before placing any sticker on Fire Department equipment, the Fire Chief shall approve the size, and content of the sticker, and the location where it is to be placed.

4.8 Union Time Pool

- (a) ~~Employees may volunteer to~~Dues-paying union members shall donate two (2) hours of either accrued vacation time ~~and or~~ accrued compensatory time to ~~a the~~ Union time pool. Employees ~~wishing to donate time to the Union time pool~~ will be required to fill out and submit ~~quarterly~~ annually, by December 31st of each year for the following calendar year indicating the type of leave the employee wishes to donate. ~~for that purpose that are provided by the Employer.~~
- (b) ~~The maximum amount of time any employee may donate to the Union Time Pool is forty-eight (48) hours per fiscal year.~~

~~(e)(b)~~ In order to equalize the costs associated with use of time by various employees at different rates of pay, the Employer will convert hours accrued in and used from the Union Time Pool into a dollar equivalent. When an employee donates time to the Union Time Pool, the Employer will convert the time to a dollar equivalent by multiplying the amount of time donated by the donor's regular hourly rate of pay at the time of the donation. That dollar equivalent will be credited to the Union's Time Pool. When time is used from the Union Time Pool, the Employer will calculate the amount to be charged to the Time Pool by multiplying the number of hours used by the regular hourly rate of the employee(s) using the time. Hours donated to the time pool shall be utilized on an hour-for-hour basis without regard to the employee's classification or hourly rate of pay.

~~(d)(c)~~ The Union President, or designee, is required to authorize any use of the Union Time Pool.

~~(e)(d)~~ The Union shall be permitted to allow two (2) members of the bargaining unit off on Union Time Pool to attend: 1) the annual Florida Professional Firefighters (FPF) Convention and convention-related seminars and/or 2) the biennial Convention of the International Association of Fire Fighters without regard for available vacation leave slots. Other Employees-employees wishing to take time away from their regular duties to use Union Pool Time at other times or for other events / education must request leave in advance, following the normal procedures for vacation leave time requests.

ARTICLE 5

DUES DEDUCTION

5.1 Any member of the Union who has submitted a properly executed written dues deduction authorization to the City Manager (or his designee) may have his membership dues in the Union deducted from his pay. Dues so deducted shall be transmitted to the Union after each pay period, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Union to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Union fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Union.

5.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and Medicare deductions;

Second, legally required child support payments;

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Union dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Union, and the Union will be responsible for collecting the dues that were not deducted.

5.3 The Union agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Union dues. The term officials as used herein, includes elected and appointed officials.

5.4 For purposes of this Article, the parties recognize that workers compensation indemnity payments are not paid through the City and the City will not be responsible for deducting or collecting Union dues from workers compensation indemnity payments paid to Union members.

ARTICLE 6

BULLETIN BOARDS

6.1 The Employer agrees to furnish wall space not to exceed twelve square feet in each work location for the Union to place a bulletin board, which shall be purchased at Union expense. The bulletin board will be consistent in style with the existing bulletin boards in the respective work locations.

6.2 The Union President, or designee, will be responsible for monitoring the bulletin board to assure that all postings are in compliance with the provisions of this article, and for removing outdated material. If the Union President delegates this responsibility, the Union will notify the Fire Chief, or his designee, of the name of the Union representative so designated.

6.3 One Union bulletin board will be used for postings related to both the <rank and file= and the <supervisory= bargaining units.

6.4 The Union bulletin board shall be used only for posting information related to Union business and activities. Examples of items which may be properly posted include but are not limited to: Union newsletters; notices of Union meetings; notices of recreational and social functions of the Union; information about Union elections, including contract ratification votes; reports of Union committees, and information about Union benefit programs.

6.5 No posting on the Union bulletin board shall contain any political advertisements or endorsements, or anything controversial, or anything reflecting adversely on the City, or any of its employees, officials, its constituents, or independent agencies, or anything which falls outside of the provisions of the City's Code of Conduct. No materials, notices, or announcements which violate the provisions of this article shall be posted.

6.6 Only Union officers or designated shift stewards are permitted to post notices on the Union bulletin board. Before posting, the Union officer or steward must obtain authorization to post from the Fire Chief or his designee. All postings shall bear the signatures of the Union President or designee and the Fire Chief or designee as proof that the item is an authorized posting. The Fire Chief will not unreasonably withhold approval of the posting of materials. The Employer may remove any item from the bulletin board that has been posted without having first obtained the appropriate signatures.

6.7 Union officers shall be allowed to disseminate information to bargaining unit employees through the use of City email, subject to the restrictions in Sections 6.4 through 6.6.

ARTICLE 7
LABOR MANAGEMENT COMMUNICATIONS

The parties recognize that good communications foster good labor management relations. The parties agree to meet with each other, upon the request of either party, to discuss items of interest to employees or to management. Provided that nothing in this article shall be interpreted to require either party to reopen negotiations on any subject covered by this Agreement during the term of this Agreement. Unless mutually agreed otherwise, the parties agree to meet a minimum of four (4) times per year. When such meetings are scheduled at the request of the Employer, up to three (3) employees who are Union representatives will be released from work without loss of pay (or compensated at their regular rate of pay if they attend the meeting on a day off). The Employer may authorize additional employees to attend on a paid basis if the Employer determines that the attendance of those employees is needed at the meeting.

ARTICLE 8 WAGES

8.1 Hourly Rates

(a) The hourly rate of pay for all bargaining unit members on a 24/48 hour schedule will be determined by dividing their annual salary by 2,912, which shall be considered the number of annual working hours for employees on a 24/48 hour schedule. The hourly rate for all bargaining unit members assigned to a 40 hour schedule will be determined by dividing their annual salary by 2080.

(b) Effective with the first full pay period following the implementation of the 24/72 shift schedule, the hourly rate of pay for all bargaining unit members shall be recalculated by dividing each employee's annual salary by 2184. The hourly rate for all bargaining unit members assigned to a 40-hour schedule will be determined by dividing their annual salary by 2080.

8.18.2 Pay rates for Fiscal Year 2022-20242024 - 2025 (October 1, 2022-2024 through September 30, 20242025).

(a) Step Plan Progression Increase for FY 2022-20232024 - 2025.

1. Unit members who remain employed as of the date of ratification ~~and until October 1, 2022,~~ of this amended Agreement shall receive ~~an five (5) eight percent (8%) percent~~ increase to their base pay (~~58%~~ COLA), effective October 1, ~~2022~~2024. All unit members will ~~not~~ progress one (1) step in the step plan shown in Appendix B this fiscal year.

~~2. Unit members who remain employed as of the date of ratification and until October 1, 2022 of this amended Agreement shall receive a one-time lump sum payment of \$2,500.~~

(b) Step Plan ProgressionPay Range Increases for FY 2023-20242025 - 2026.

1. Unit members who remain employed ~~as of the date of ratification and~~ until October 1, ~~2023~~2025, of this amended Agreement shall receive a ~~ten (10%) four percent (4%) percent~~ increase ~~to in~~ their base pay ~~(10% COLA). Unit members in step 2 and above of the step plan shown in Appendix B will progress one step this fiscal year.~~

2. The new pay ranges, effective October 1, 2025, shall be:

<u>Rank</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Fire Fighter</u>	<u>\$55,590.00</u> <u>\$25.45/hour</u>	<u>\$88,305.59</u> <u>\$40.43/hour</u>

<u>Engineer</u>	<u>\$68,980.29</u> <u>\$31.57/hour</u>	<u>\$107,496.05</u> <u>\$49.21/hour</u>
<u>Lieutenant</u>	<u>\$76,274.09</u> <u>\$34.92/hour</u>	<u>\$118,832.54</u> <u>\$54.41/hour</u>

(c) Pay Range Increases for FY 2026 – 2027

1. Unit members who remain employed until October 1, 2026, of this amended Agreement shall receive a two percent (2%) increase in their base pay. Additionally, should the City grant General Employees a wage increase greater than 2%, unit members shall receive a wage increase equal to the amount granted to general employees above the member's initial 2%.
2. The new pay ranges, effective October 1, 2026, shall be:

<u>Rank</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Fire Fighter</u>	<u>\$56,145.90</u> <u>\$25.71/hour</u>	<u>\$90,071.71</u> <u>\$41.24/hour</u>
<u>Engineer</u>	<u>\$70,359.90</u> <u>\$32.22/hour</u>	<u>\$109,618.43</u> <u>\$50.19/hour</u>
<u>Lieutenant</u>	<u>\$77,799.57</u> <u>\$35.62/hour</u>	<u>\$121,209.19</u> <u>\$55.50/hour</u>

8.28.3 Step Plans. The step plan for Firefighter, Engineer, and Lieutenant for FY ~~2022-2023, and FY 2023–2024~~2024 - 2025 is shown in Appendix B. Progression through the step plans will only occur as provided in this article. There will be no further progression in the step plan beyond September 30, ~~2024~~2025, and the step plan will be ~~held in abeyance until such time as it is renegotiated~~discontinued and replaced by the use of the pay ranges list in this Article.

8.38.4 If the pay increases provided in this article cause an employee's pay level to exceed the maximum of the step plan, the excess amount over the maximum shall be paid as a one-time supplemental payment, not added to or included in the employee's base rate of pay but included in the employee's overtime rate of pay.

8.48.5 Eligible bargaining unit employees will be paid a longevity bonus under one of the following plans:

- (a) Longevity Plan 3** Eligible bargaining unit employees who have been employed at the City of Kissimmee for ten (10) years or longer as of December 1 are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 to 14 years service	\$300
15 to 19 years service	\$400

20 to 24 years service	\$500
25 or more years of service	\$600

In order to be eligible to receive this longevity bonus, an employee must ~~receive an~~ <effective= level (or its equivalent) or higher evaluation score be in good standing and must not have received any discipline higher than a written reprimand during the 12-month period preceding December 1.

- (b) Grandfather Clause 3 In lieu of the longevity plan set out in Section 8.7 (a), employees who have been continually employed with the City longer than five (5) years as of December 1, 1999, will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing 9 years of service. In order to receive this longevity bonus, the employee must receive an “effective” level (or its equivalent) or higher evaluation score and must not have received any discipline higher than a written reprimand during the 12-month period preceding December 1. The 1999 bonus level will continue unless the plan level in Section 8.7(a) would increase the employee’s bonus amount. Longer term employees receiving longevity pay based on more than 2% of their 1999 salary will continue to receive that dollar amount unless the longevity pay under Section 8.7 (a) plan is greater.

8.58.6 Employees who hold the following certifications, licenses, or designations and submit proof to the employer thereof by September 30th will be paid an incentive during the month of December for the calendar year past. Partial year certifications submitted by September 30th will be paid a prorated incentive based upon the number of months of certification divided by 12.

In cases of pro-rata incentive payments, the amount due will be calculated using the following:

- Certifications must be earned on or before the 15th of the month in order for an employee to be eligible for the incentive that month.
- Newly hired employees who are eligible for an incentive shall receive the incentive for the first month of employment only if the employee began work on or before the 15th of the month.
- Terminated employees who are eligible for the incentive will be paid the incentive for the last month of employment if they remain employed through the 16th of the month. Employees who leave service on the 15th of the month or sooner will not receive the incentive payment for the last month of service.

To receive these incentives, an employee must be actively providing services as a firefighter, as defined in Section 112.81(1), Florida Statutes. An employee who is injured in the line of duty and temporarily unable to provide services will be considered to be actively providing services for the purposes of this article. If an employee is actively providing services for less than an entire year, the incentive will be prorated, based on the employee’s term of service.

Employees must be employed in the Fire Department on September 30 to be eligible to receive the applicable incentive(s) during the month of December.

If an eligible employee terminates his or her employment on or after October 1, the employee is eligible to receive a pro-rated portion of their applicable incentive(s) based upon the number of months that the employee both worked and held the certification. The incentive pay will be requested on the termination PAF at the time of the employee's termination. The employee's name will still be included on the incentive Pay listing sent to Finance, but a memo attached to the listing will state that the employee has already received the incentive, in order to assure that the incentive is not paid twice.

- (a) The following certifications, licenses, or designations are compensated as long as maintained by the employee.

Fire Inspector Certificate	\$500.00 per year
Fire Instructor Certificate	\$500.00 per year

- (b) The following certifications, licenses, or designations are compensated as long as maintained by the employee and the employee is actively involved with the delivery of these programs as determined by the Fire Chief or his/her designee.

CPR Instructor	\$300.00 per year
ACLS Instructor	\$500.00 per year
Paramedic Training Officer (PTO)	\$2.50 per hour
Paramedic Preceptor	\$1.25 per hour
SCBA Service Technician	\$500.00 per year
Live Fire Training Instructor (LFTI)	\$750.00 per year
Live Fire Training Instructor 2 (LFTI2)	\$1250.00 per year ¹

For the purposes of this article, a Paramedic Training Officer (PTO) is an individual selected by, and acting under the supervision of the Medical Director, to train, mentor, and supervise KFD employees who are seeking paramedic status as described in Section 8.9. Employees will be paid this per-hour rate in their regular paycheck.

The designation Paramedic Preceptor is limited to individuals who are not on probation and have been a KFD paramedic for a minimum of one (1) year and are precepting institutional paramedic students regardless of where they are in their program. Employees will be paid this per hour rate in their regular paycheck.

For the purposes of this article, a Live Fire Training Instructor (LFTI) or (LFTI2) is an individual who holds a current State of Florida LFTI certification through the Bureau of Fire Standards and Training.

- (c) The following departmental designations are compensated as long as maintained by the employee, provided the employee holds course completion certificates at the Technician Level for the following State of Florida approved courses: Rope Rescue, Confined Space, Vehicle/Machinery Rescue, and Trench Rescue. For Hazardous Materials Technician, the employee must maintain a current State of Florida Hazardous Materials Technician certification.

Special Operations Technician who holds the class certificates as currently written and is permanently assigned to a Special Operations unit (Currently Squad

11/Rescue 11 and Tower 11/Rescue 15): \$1,000 per year

Special Operations Technician not permanently assigned to a Special Operations Unit: \$500.00 per year

Hazardous Materials Technician \$500.00 per year

¹ Not to be compounded with LFTI Certification. An employee who is eligible for LFTI 2 incentive shall not receive the LFTI incentive.

Management reserves the right to change what units are designated Special Operations units and at which Fire Stations they are located.

8.68.7

- (a) All certified paramedics cleared to function in solo status will receive an annual paramedic incentive in the following amount, in addition to their base rate of pay as set forth in the step plan included in the appendix to this Agreement.

~~Beginning FY 2022-2023-~~

Engineers & Lieutenants \$10,500

Firefighter Paramedics \$10,500

Beginning October 1, 2023, Unit Members assigned to the medic position on a Rescue will receive an additional \$1.00 an hour while in that assignment.

The incentive will be paid as “additional pay” and will be divided over twenty-six (26) pay periods per annum.

- (b) An employee will be entitled to the paramedic incentive when he/she successfully completes the skills assessment as prescribed by the Medical Director. The determination of whether an employee has successfully completed the prescribed skills assessment shall rest solely with the Medical Director and shall not be subject to the grievance or arbitration provisions of this Agreement.
- (c) If successful completion of the skills assessment is achieved on the first attempt within ninety (90) calendar days of the date of state paramedic certification (in the case of existing employees), or of the date they are assigned to shift (in the case of new hires), then the incentive will be applied retroactively back to the date of certification (for existing employees) or the date assigned to shift (for new hires). If successful completion of the skills assessment is not achieved on the first attempt, but is achieved on a later attempt, the incentive will be effective as of the date of the immediately previous attempt of the skills assessment²

8.8 Lieutenants assigned to Administration will receive a \$5.00 per hour incentive for all time worked in Administration.

8.78.9 In the event the City does not implement the move to the 42-hour (24/72) schedule by October 1, 2026, the parties shall immediately schedule bargaining for negotiating wage increases to include reimplementation of the Step Plan.

² If the date of the skills check-off is delayed through no fault of the employee, the ninety (90) day window will be extended.

ARTICLE 9
OUT OF CLASSIFICATION

9.1 When an Engineer, Lieutenant, or Battalion Chief is unavailable, qualified personnel may ride out of grade (“ride up”) on a temporary basis to fill the vacancy. The Employer shall designate the person who will “ride up.”

9.2 Employees will be required to meet the minimum qualifications to “ride up” as defined in the SOGs.

9.3 Any employee assigned out-of-class (“ride up”) for training purposes shall be supervised by a qualified employee. The employee assigned out of class (“ride up”) for training purposes shall receive his/her normal rate of pay during the training assignment.

9.4

- (a)** Employees working above their pay grade as an Engineer will receive a \$2.00 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).
- (b)** Employees working above their pay grade as a Lieutenant will receive a \$2.50 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).
- (c)** Employees working above their pay grade as a Battalion Chief will receive a \$3.00 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).

9.5 Absent an emergency situation, employees may not “ride down” in a lower rank to meet minimum staffing requirements.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Scheduling.

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:
- 24-hour shift -- The 24-hour shift schedule shall consist of an average 56 hour work week (averaged on an annual basis at 2,912 hours per year), with each week divided into three shifts (A, B, and C shift). The work schedule for each shift shall be 24 hours long. These shift employees will be scheduled to work for 24 hours, and then have 48 hours off. The start time for each shift is 7:30 a.m.
 - 24-hour shift – Effective with the first full pay period following implementation of the 42-hour work week (24/72) schedule, the 24 hour shift schedule shall consist of an average 42-hour work week (averaged on an annual basis at 2,184 hours per year), with each week divided into four (4) shifts (A, B, C and D shift). The work schedule for each shift shall be 24 hours long. These shift employees will be scheduled to work for 24 hours long and then have 72 hours off. The start time for each shift is 7:30 a.m.
 - 40-hour employees 3 These employees will be scheduled to work a 40 hour per week schedule (2,080 hours per year). Employees may be temporarily assigned to a 40 hour per week work schedule. The Employer has the right to determine the starting and quitting time of each 40-hour employee.
- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each shift or Battalion, in compliance with Article 19 Staffing.
- (c) The Fire Chief or his designee, may reassign or transfer any employee, particularly in cases of emergency or when operational needs require that specific employees be selected. However, the Fire Chief may, at his option, first ask for volunteers. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule/shift change. If there are more volunteers than needed, the Employer will select the volunteer(s) with the highest seniority. Subject to the provisions of this subsection, the Employer shall determine which employees are to be assigned to each shift or work schedule.
- (d) The Employer will notify the affected employee(s) at least forty-eight (48) hours in advance of any changes in the employee's regular work schedule or shift assignment, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.

- (e) The Employer may adjust an employee's starting or quitting time or scheduled workdays within a work period in order to avoid or minimize overtime pay where a pre-planned or scheduled change in the employee's normal working schedule could otherwise result in overtime pay. Examples where the employer is permitted to adjust work schedules under this provision include but are not limited to:
- adjustments to accommodate training schedules;
 - adjustments to accommodate the transfer of employee(s) from one shift to another (e.g. A shift to B shift);
 - adjustments to accommodate the transfer of employee(s) from one work schedule to another (i.e., 56-hour schedule to 40-hour schedule, or vice-versa);

However, because of the nature of the work of the Fire Department, employees are sometimes called out near the end of the shift to respond to fire alarms or calls for emergency medical services. Because of the need to provide prompt, effective, and professional service to the citizens of Kissimmee, the crew may sometimes need to stay later than the normal end of the work shift to complete work on the call. In addition, employees are sometimes required or asked to work an additional shift or work an extra duty assignment. Nothing in this subsection is intended to allow the employer to require an employee in such a situation to work fewer hours on another shift in order to avoid or minimize the payment of overtime compensation.

- (f) Except in case of emergency as decided by the Fire Chief (or his designee) or Battalion Chief, no employee shall work more than 48 consecutive hours. After 48 consecutive hours of work, the employee must receive at least 8 hours off before again reporting for work.

10.2 Overtime Pay

- (a) Employees will be paid overtime compensation as provided for by the Fair Labor Standards Act, as the same may be amended from time to time. For purposes of calculating overtime, the Employer uses a 14-day work period, with employees generally being entitled to overtime for all hours worked over 106 hours in the 14 day period.
- (b) Employees will be paid overtime compensation as provided for by the Fair Labor Standards Act, as the same may be amended from time to time. For purposes of calculating payroll the Employer uses a 28-day period.
- (c) Following the first full pay period after implementation of the 42-hour work week (24/72) schedule, all over-shift hours worked in each 14-day pay cycle shall be paid as straight time for the first 10 over-shift hours and all additional over-shift hours beyond 10 in a 14-day cycle paid at time-and-a-half. However, if sick leave hours have been utilized within the 14-day pay cycle the employee would have to work that same number of over-shift hours plus the 10 additional over-shift hours before reaching the time-and-one-half threshold.

(a) —

- ~~(b)~~(d) For work performed outside of the regular work schedule to be considered as time worked for purposes of overtime pay calculations, the employee must be told or permitted to work in advance by a management official (acting Battalion Chief or higher). No employee may authorize overtime for himself/herself.
- ~~(e)~~(e) Overtime will be compensated by overtime pay calculated at a rate of one and one-half times the employee's regular rate of pay for each hour of overtime worked. Alternately, with the mutual consent of the employer and employee, the employer will award the employee compensatory time at the rate of one and one-half hours of leave for each hour of overtime worked, in lieu of overtime pay.
- ~~(d)~~ Employees may only accrue unused compensatory time up to a maximum of 480 hours. When an employee accrues the maximum possible compensatory leave, the employee shall be paid for all overtime hours at a rate of one and one-half times the employee's regular rate of pay. The Employer can require an employee to use accrued compensatory leave, provided the employee is given at least 48 hours advance notice. Accrued compensatory time must be used before using accrued vacation leave.
- ~~(f)~~(g) Time spent on vacation leave and compensatory time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation. For Administrative Lieutenants, time spent on vacation leave, holiday leave, and compensatory time shall be considered hours worked for purposes of overtime calculation.

10.3 Scheduling Overtime

- (a) The Employer shall use a seniority/overtime list to distribute overtime assignments, except where operational needs require that the Employer call on a certain employee or group of employees.
- (b) The Employer shall maintain a seniority/overtime list by rank for each shift. The overtime lists shall list each person in a particular rank on the shift in order of seniority, from most senior to least senior. Overtime shall be offered to the applicable employee on the off-going shift's list first. As each employee is asked, his/her name shall be placed at the bottom of the overtime list, whether he or she accepts the overtime or not. An employee's name will not be moved to the bottom of the overtime list if the employee is unable to accept the overtime assignment because of a commitment to work a previously approved time exchange, or because of any other scheduling commitment previously authorized by the Employer. If there are not enough volunteers from the off-going shift, then the employees on the other non-duty shift shall be offered overtime in the same manner. If there are still not enough volunteer personnel to work the overtime, the employer will require employees to work overtime. The Employer will go to a separate <Mandatory List> to assign the overtime. The Mandatory List will be in reverse order of the regular overtime list from the junior fire fighter to the senior lieutenant. The overtime will be assigned in order of the list. As an employee receives mandatory overtime,

he/she will be marked off and the list will be picked back up at that mark for the next occurrence of mandatory overtime. Due to staffing needs it may be required to move down the list to mandatory an employee for a position that needs filled such as lieutenant, engineer, or paramedic.

- (c) The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who is willing to work the overtime.

10.4 Rounding for Pay Calculations

Time worked will be rounded up to the next quarter hour for payroll computation purposes.

10.5 Call Back Pay

An employee who is called back into work after he/she has been relieved from duty and has left the Fire Department work location is entitled to a minimum of two hours of pay at the applicable rate.

10.6 SERP deployment crew personnel on any deployment will be paid at a daily rate of a full 24 hours from time of activation to the time of demobilization, not just “work hours.” This agreement is based upon the parties’ understanding of relevant FEMA rules for reimbursement as of May 26, 2021. In the event of a change in FEMA or State Fire Marshal rules affecting this agreement, the parties will return to the bargaining table to address the change.

10.7 Maximum Time Away From Work

No employee may be out of work on vacation, exchanges of time, comp time, or any other type of leave for a period longer than 42 days except as approved by the Fire Chief or their designee. Employees shall work a minimum of 7 shifts upon their return before being granted the approval to use any form of leave.

ARTICLE 11

COMPENSATORY TIME

11.1 In accordance with FLSA regulations, and with the mutual consent of the employer and employee, employees may be granted compensatory time off in lieu of overtime pay. An hour and one-half of compensatory time will be accrued for each hour of overtime worked.

11.2 The maximum amount of compensatory time that may be accrued is 480 hours.

11.3 Use of Accrued Compensatory Time

- (a)** Employees wishing to use accrued compensatory time shall make a request to their Battalion Chief at least 48 hours in advance of the time that the employee wishes to use the leave time.
- (b)** Requests for unplanned use of compensatory leave shall be made to the battalion chief before 1930 hours the evening before. Such requests shall be granted on a first-come, first-serve basis and shall be approved based on the operational needs of the shift or division for the time period requested as determined by the Fire Chief or designee.
- (c)** Accrued compensatory time must be used before using accrued vacation time.

11.4 Payout of Compensatory Time

Upon termination of employment for any reason (resignation, retirement, layoff, dismissal), employees shall be paid for all accrued compensatory time at the employee's rate of pay at the time of the separation.

ARTICLE 12 **HOLIDAY LEAVE**

Twenty-Four Hour Shift Employees

12.1 Bargaining unit employees who work 24-hour shifts may be scheduled to work on City recognized holidays and shall be compensated for holidays via a fire holiday leave accrual.

12.2 Holiday Accrual

Twenty-four-hour shift employees will accrue and utilize fire holiday leave as follows:

(a) Effective October 1, 2023, 24-hour shift employees who are employed as of January 1, will accrue 252 hours of “fire holiday leave” on January 1. The 252 hours are composed of 12 hours for each of the eleven (11) “City recognized holidays” (132 hours) and 12 hours for each of the ten “City additional holidays” (120 hours).

(b) Effective January 1, 2026, shift employees will accrue 63 hours of “fire holiday leave” for the first quarter of the 2026 calendar year.

Effective April 1, 2026, if the 42-hour work week schedule has been implemented, employees will accrue an additional 126 hours of “fire holiday leave” for the 2026 calendar year. However, if on April 1, 2026, the 42-hour work week schedule has not been implemented, employees shall accrue an additional 189 hours of “fire holiday leave” for the 2026 calendar year.

Once the 42 hour work week schedule has been implemented shift employees will accrue 168 hours of “fire holiday leave” annually on January 1.

(a)(c) Twenty-four-hour shift employees who are hired after January 1 will be credited with a quarterly prorated number of “fire holiday leave” hours, according to the following schedule:

Quarter Hired	Leave Credited
Jan-Mar	All holiday leave
Apr-Jun	2/3 holiday leave
Jul-Sept	1/3 holiday leave
Oct-Dec	No holiday leave

12.3 Use of Holiday Leave Hours

Employees may use their fire holiday leave hours under the same terms and conditions as vacation leave. However, any employee who terminates employment with less than five (5) years service with the Department, who has used more than half of his/her accrued fire leave hours in the six-month period preceding termination of employment, will be required to reimburse the City for any hours used in excess of fifty percent of his/her total accrued holiday leave hours. The

reimbursement will be taken from any compensation owed to the employee at termination. If the amount of compensation owed is insufficient to reimburse the City for the amount owed, the employee will be required to reimburse the City out of pocket.

12.4 Any fire holiday leave hours that are not used by the end of the calendar year are forfeited, and the accrued but unused time cannot be liquidated for cash. Employees who separate their employment with the City shall not be compensated for any accrued but unused fire holiday leave.

12.5 Cancellation of Previously Approved Holiday Leave

- (a) An employee may cancel previously scheduled fire holiday leave by providing written notice to his or her battalion chief, at least forty-eight (48) hours prior to the commencement of such leave.³ Except in the case of the actual date of a holiday which is recognized by the City (as opposed to the date on which it is observed), fire holiday leave may be cancelled by the employee with less than forty-eight (48) hours written notice upon mutual agreement of the employee and his or her battalion chief.
- (b) The Fire Chief or his designee may, at any time, cancel an employee's previously scheduled fire holiday leave in case of an emergency or circumstances beyond the control of the Fire Department.

Forty Hour Non-Shift Employees

12.6 Holiday Leave

- (a) Bargaining unit employees who work a forty-hour non-shift schedule are not scheduled to work on the observed City recognized holidays and shall be compensated for holidays via holiday leave. When a City recognized holiday falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.
- (b) In addition, on January 1, forty-hour non-shift employees will accrue ten (10 eight-hour days (eighty (80) hours total) of <additional holiday=. This replaces the provisions on the same subject of CP303.03 Employee Compensation, Benefits, & Leave (Holidays).
- (c) Forty-hour non-shift employees hired after the first day of January will be credited with a pro-rated amount of additional holiday according to the following schedule:

³ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

Quarter Hired	Leave Credited
Jan-Mar	All additional holiday leave
Apr-Jun	2/3 additional holiday leave
Jul-Sept	1/3 additional holiday leave
Oct-Dec	No additional holiday leave

12.7 Employees may use their additional holiday leave hours under the same terms and conditions as vacation leave.

12.8 Any additional holiday leave hours that are not used by the end of the calendar year are forfeited, and the accrued but unused time cannot be liquidated for cash. Employees who separate their employment with the City shall not be compensated for any accrued but unused additional holiday leave.

12.9 Cancellation of Previously Approved Leave

- (a) An employee may cancel previously scheduled additional holiday leave by providing written notice to his or her battalion chief, at least forty-eight (48) hours prior to the commencement of such leave.⁴
- (b) The Fire Chief or his designee may, at any time, cancel an employee's previously scheduled leave in case of an emergency or circumstances beyond the control of the Fire Department.

⁴ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

ARTICLE 13
VACATION LEAVE

13.1 Eligibility

- (a) All permanent, full-time employees will accrue vacation leave in accordance with the provisions of this article.
- (b) Probationary employees will accrue vacation leave monthly from their initial date of hire but are not authorized to use the accrued vacation leave until they have completed six months of service.

13.2 Accrual

- (a) Employees working ~~24-hour shifts~~ a fifty-six (56) hour work week (24/48) shall accrue vacation leave based on the following schedule:

<u>Years of Continuous Service w/City</u>	<u>Annual Accrual</u>
Initial hire through 5-year anniversary	5 24-hour shifts
6th year through 10th anniversary	6 24-hour shifts
11th year through 15th anniversary	7.5 24-hour shifts
16th year through 20th anniversary	8.5 24-hour shifts
After 20 years or more	10 24-hour shifts

- (b) Employees working a forty-two (42) hour work week (24/72) shall accrue vacation leave based on the following schedule:

<u>Years of Continuous Service w/City</u>	<u>Annual Shifts</u>	<u>Monthly Accrual Hours</u>
Initial hire through 5-year anniversary	4	8
6th year through 10th anniversary	5	10
11th year through 15th anniversary	6	12
16th year through 20th anniversary	7	14
After 20 years or more	8	16

1. Effective on the first full pay period following the implementation of the 42-hour work week (24/72), the accrual rates for annual leave shall match those listed in subsection (b) for all current shift employees and those shift employees hired after the implementation of the 42-hour work week.
2. Any shift employee with vacation hours in excess of their Maximum Accrual, as defined in subsection (d) and calculated using the accrual rates in subsection (a), shall have such excess hours automatically liquidated for cash at the employee's regular hourly rate in effect as of the close of the pay period of the final day of the use of the 56-hour work week (24/48).

Payout eligibility shall be determined solely based on the vacation balance officially recorded as of the close of the pay period of the final day of the use of the 56-hour work week (24/48). Adjustments to vacation accruals made after this date shall not alter the amount paid.

This payment shall be deemed final compensation for those hours and shall not be subject to any subsequent retroactive pay adjustments, including but not limited to changes to base pay, cost-of-living increases, or collectively bargained wage increases.

3. Once all excess hours as defined in subsection (b)(2) have been liquidated, and effective in the first full pay period following the implementation of the 42-hour work week (24/72), all remaining vacation accruals shall be adjusted based on the shift employee’s percentage of accruals earned towards the maximum allowed balance. (i.e., An employee who is at 75% of the 24/48 maximum accrual balance would be adjusted to 75% of the 24/72 maximum accrual balance as defined in 13.2(d) below).

~~(b)~~(c) Employees working a forty (40) hour weekly schedule shall accrue vacation leave based on the following schedule:

<u>Years of Continuous Service w/City</u>	<u>Annual Accrual</u>
Initial hire through 5-year anniversary	6.66 hours (10 days per year)
6th year through 10th anniversary	8.0 hours (12 days per year)
11th year through 15th anniversary	10.0 hours (15 days per year)
16th year through 20th anniversary	11.33 hours (17 days per year)
After 20 years or more	13.33 hours (20 days per year)

~~(e)~~(d) **Maximum Accrual** - Employees may accrue up to three (3) times the employee’s current annual accrual rate. However, in the event that an employee leaves City employment, he or she will only be eligible for payment for a maximum of two (2) times the employee’s current annual rate (e.g., an employee with 8 years of service would only be paid for a maximum of 288 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

13.3 Selection of Vacation Dates

(a) Between November 15 and December 15 of each calendar year, the employer will confer with the employees by seniority to review the employees’ requests for vacation dates for the period from January 1 to December 31 of the following year. Employees who advise the employer of their preferred vacation dates during that time period will have those requests reviewed and approved based upon the employee’s seniority as defined in Article 18 of this Agreement, and the operational needs of the shift for the time period requested in accordance with the following procedure:

1. The Employer will prepare a <vacation calendar= for the year, or other documentation, which indicates the number of employees on each shift and/or job classification that can be on vacation at one time, based on the operational needs of

the department.

2. For vacations to be taken in odd years, the Employer will confer with each employee about the employee's selection of vacation dates in order of seniority in rank. For vacations to be taken in even years, the Employer will confer with each employee about the employee's selection of vacation dates in order of seniority within the department.

3. The Employer and the employee may confer by telephone, e-mail, or any other mutually agreed method of communication. The employee will be able to review the vacation calendar to determine which dates are available for selection. After reviewing available dates, the employee will advise management of his/her selection.

4. If the dates selected by the employee are available, the Employer will note the employee's selection of those dates on the vacation calendar. This information will be available to all employees reviewing the vacation calendar, so that they know which dates remain open for selection. The Employer will then confer with the employee with the next highest seniority about selection of vacation dates and continue in like manner until all employees have selected their preferred vacation dates.

5. During the priority vacation selection period, from November 15 to December 15, employees will be limited to the greater of the amount of unused vacation the employee has accrued as of the day of selection, or one (1) year of vacation accrual at the employee's current rate of accrual. However, employees may split the use of their vacation time into two time periods, provided that no time period requested shall be less than a minimum of 24 hours (one shift) and the total request shall not exceed a maximum of 5 consecutive 24-hour shifts. The Employer will confer with employees by seniority to obtain the first choice requests for use of vacation time from each employee. Once all employees have had the opportunity to make a first choice, the Employer will confer with employees by seniority to obtain any second choice requests. Second choice requests will be reviewed and approved in the same manner as first choice requests (based on the employee's seniority in employment with the City, and the operational needs of the shift for the time period requested.) Once all employees have had the opportunity to make a second choice, the Employer will review and approve third choice requests, and will continue in like manner until all requests have been reviewed.

(b) Requests for vacation dates that are submitted after December 15 shall be reviewed on a first come, first serve basis, and approved based on operational needs of the shift for the time period requested. In the event that two or more requests for the same time are received on the same date, the employee having higher seniority in employment with the City shall be given priority.

(c) Requests to take vacation time must be in increments of 24-hour shifts for shift employees, except that when vacation time is being used to attend school the request may be for less than 24 hours, when permitted by the employee's Battalion Chief

(d) Requests to take vacation time in the following December may continue into January as long as the time is continuous. (Example: In December 2004, an employee requests to take vacation time beginning on December 27, 2005, and continuing until January 10, 2006. This request is permissible, even though it extends past the normal vacation request period, because the request begins in December and continues into January without interruption.)

13.4 Unplanned Use of Vacation Leave

(a) Unplanned use of Vacation Leave specifically covers requests other than the selection of vacation dates pursuant to Section 13.3.

(b) Except with the approval of the Fire Chief ~~or his~~their designee, vacation leave shall be taken in segments of not less than twelve (12) hours.

(c) An employee requesting use of vacation leave shall complete the Payroll Exception Form, get it approved by their immediate supervisor, and submit it to their Battalion Chief at least 48-hours in advance of the leave that the employee requested.

(d) Requests for unplanned use of vacation leave shall be made to the employee's Battalion Chief before 1930 hours the evening before. Such requests shall be granted on a first-come, first-serve basis, (with the exception of Section 13.3) and shall be approved based on the operational needs of the shift or division for the time period requested as determined by the Fire Chief or designee.

(e) The parties agree that Section 13.4 can be reopened for negotiation by either party at any time during the term of this Agreement should it be demonstrated that Section 13.4 causes undue hardship on either party. The agreement shall remain in effect as written until such negotiations are completed.

~~(e)~~(f) Employees may not use vacation leave in lieu of sick time when their sick leave accruals are fully depleted unless the absence qualifies under the Family & Medical Leave Act (FMLA), or the employee provides written documentation from a healthcare provider excusing them from duty. Medical documentation must be submitted to the employee's Battalion Chief on their next scheduled shift.

13.5 Upon separation from employment in good standing, employees who have at least six months of service with the City will be paid at the employee's regular hourly rate of pay in effect on the date of separation for vacation leave accrued and not taken at the employee's regular hourly rate of pay.

This payment shall be deemed final compensation for those hours and shall not be subject to any subsequent retroactive pay adjustments, including but not limited to changes to base pay, cost-of-living increases, or collectively bargained wage increases.

13.6 Cancellation of Previously Approved Vacation Leave

- (a) An employee may cancel previously scheduled vacation leave by providing written notice to ~~his or her~~their Battalion Chief, at least forty-eight (48) hours prior to the commencement of such leave.⁵ Except in the case of the actual date of a holiday which is recognized by the City (as opposed to the date which it is observed), vacation leave may be cancelled by the employee with less than forty-eight (48) hours written notice upon mutual agreement of the employee and his or her Battalion Chief.
- (b) The Fire Chief or ~~his~~their designee may, at any time, cancel an employee's previously scheduled vacation leave in case of an emergency or circumstances beyond the control of the Fire Department.

⁵ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

ARTICLE 14

SICK LEAVE

14.1 Sick Leave Accrual

(a) Employees shall accrue sick leave at the rate of twelve (12) hours per month.

~~(b)~~ Employees may accrue up to 720 hours of sick leave.

~~(b)~~(c) Effective on the first full pay period following implementation of the 42-hour work week (24/72) schedule, shift employees' sick leave accruals shall be at the rate of nine (9) hours per month. Employees may accrue up to 540 hours of sick leave. Shift employees' existing accrued sick leave will be converted to the 42-hour work week schedule based on a percentage of the maximum accrual balance. For example, if the employee is at 75% of the 720 maximum accrual balance, the new accrual balance will equal 75% of the 540 maximum accrual balance.

14.2 Employees may use sick leave under the following circumstances:

(a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury;

(b) When the employee is not able to work because of the need to attend to a child or spouse who is ill;

(c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.);

(d) When the employee or his/her child has an appointment with a physician or dentist.

14.3 Authorization for Sick Leave

(a) To be eligible for sick leave, an employee must notify the on-duty Battalion Chief no later than 2200 hours the evening before to between the hours of 0600 and 0630 the morning of their scheduled shift if they cannot report to duty due to illness. An employee will not be paid sick leave for any day that the employee fails to timely notify the on-duty Battalion Chief of his/her intended absence. An employee who reports sick prior to the beginning of a shift will be charged for a minimum of twelve (12) hours of sick leave. An employee must notify the on-duty Battalion Chief each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) work days, in which case the expected duration of the absence will be communicated to the on-duty Battalion Chief. Employees who are

absent for more than one work week shall notify the on-duty Battalion Chief of their status at least once each week.

- (b) Employees shall schedule physician, dentist, optometric, and similar medical appointments (including appointments for children) on their off-duty days. Sick leave will not be approved if the reason why the appointment or visit could not be scheduled on an off-duty day is attributable to the employee. If it becomes necessary, through no reason attributable to the employee, to take time off for a medical appointment, the employee requesting sick leave shall be required to provide the Battalion Chief with an explanation of why the appointment or visit could not be scheduled on an off-duty day. The scheduling conflict must not be attributable to the employee for sick leave to be approved. In any event, if approved, the employee must take the sick leave in either twelve (12) hour increments from 0730 hours to 1930 hours or 1930 hours to 0730 hours, or eight (8) hour increments from 0730 hours to 1530 hours or 1530 hours to 2330 hours or 2330 hours to 0730 hours, unless otherwise approved by the Battalion Chief.
- (c) The Employer is responsible for authorizing sick leave in every instance and may verify that the reasons for use of sick leave are valid and in accordance with this article.

14.4 Medical Certificates

- (a) (a) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for sick leave of any duration if the employee in question has demonstrated a pattern of absence from duty and has been advised in writing that a certificate would be required as a result.
- (b) For planning purposes, when an employee or the Employer expects the employee to be absent due to illness or injury for more than five (5) shifts, the Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury.
- (c) Certification to Return to Work -The Fire Chief may require any employee who is absent for two (2) or more consecutive shifts, or who has suffered an injury or undergone surgery, to provide a medical certificate stating that the employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his/her return to work.
- (d) The employee is responsible for paying any costs associated with obtaining the medical certificates and/or statements required by this section.

14.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave. However, when an employee provides proof that he/she was admitted on an overnight basis to a hospital for a serious illness or injury that effectively ended the employee's ability to use his/her vacation time for vacation purposes, the employee will be permitted to

substitute sick leave for vacation leave.

14.6 Paid sick leave is a privilege accorded to employees who are not able to perform duties for the Employer due to illness or non-work related injury. An employee on sick leave shall normally be required to stay at his/her residence or authorized location during his/her normal tour of duty, except for:

- (a) obtaining professional medical treatment; or
- (b) performing physical therapy and/or exercise prescribed in writing by his or her physician as part of his or her recovery/treatment plan., in which case a copy of the prescription must be submitted to his or her Battalion Chief prior to commencing such activity; or,
- (c) a visit to a pharmacy to fill a prescription for treatment of the condition that keeps the employee from reporting to work.

The Employer recognizes that there will be valid circumstances whereby an employee may not be able to perform duties for the Employer due to illness or non-work related injury but may nonetheless be ambulatory. In those circumstances, the employee shall inform the Battalion Chief of the particular circumstances. The Battalion Chief shall review the circumstances to determine whether the employee will be required pursuant to this provision to stay at his/her residence during the employee's normal tour of duty.

14.7 Medical Leave buy-back will be in accordance with City policy.

14.8 Under no circumstances will sick leave use be permitted for elective cosmetic surgery not specifically covered in the City of Kissimmee healthcare provider agreement. However, sick leave may be used for elective eye surgery.

ARTICLE 15

PENSION PLAN

15.1 Bargaining unit employees will continue to participate in the existing Fire Department Pension Plan as in effect on the date of the ratification of this Agreement.

15.2 ~~The Parties agree to modify the existing Fire Department Pension Plan by adopting the Stop-Restart study (Foster and Foster) dated 12/3/12, which will result in the following pension benefit changes for all employees: Effective as soon as practical following the ratification of this Agreement, the Fire Department Pension Plan ordinance shall be amended to provide for the following changes:~~

- ~~(a) Increase vesting from 5 years partial to 10 year cliff vesting (all or nothing). The plan shall be revised to reflect the ability for members to enter the DROP at any time after they qualify for normal retirement benefits under the plan.~~
- ~~(b) Increase early retirement reduction to a true and actuarial reduction for future early retirees.~~
- ~~(c) Increase the number of years for the average final compensation period from the last three (3) years to best five (5) years out of the last ten (10) years.~~
- ~~(d) One half of the excess state money reserves (\$478,123 as of 9/30/12) will be utilized by the City to offset costs.⁶~~
- ~~(e) An ad hoc COLA will be granted as set forth in the Ad Hoc COLA Analysis dated 12/3/12.~~

15.3 ~~In addition to the benefit changes for all employees in Section 15.2, the following benefit changes will affect only those employees hired on or after January 1, 2013.~~

- ~~(a) Decrease the benefit multiplier from 3.23% to 3.00%.~~
- ~~(b) Increase the member contribution rate from 1% to 3%.~~
- ~~(c) Eligible for retirement upon the earlier attainment of 55 years of age with 10 years of service, 52 years of age with 25 years of service, or any age with 30 years of service.~~
- ~~(d) Increase the early retirement date from 40 years of age with 10 years of service, to 50 years of age with 10 years of service.~~
- ~~(e) Require the member to reach 55 years of age with 10 credited years of service, or 27 years of credited service regardless of age, to be eligible for credit for prior military service.~~

⁶The numbers in Section 15.2(d) could potentially change based upon the final actuarial study conducted prior to submitting plan modifications to the Division for approval.

~~15.4—Upon ratification of this Agreement, a proposed City ordinance modifying the Fire Department Pension Plan will be drafted and submitted to the Division of Retirement of the Florida Department of Management Services (“Division”), for review.~~

~~15.5—In the event that the Division rejects any part of the proposed pension modifications, this article will be deemed null and void, and the parties agree to return to the bargaining table to continue pension negotiations.~~

~~15.615.3—For the purposes of retirement calculations, the normal work assignment for employees on 24/48 hour schedules is 2912 hours annually. Effective upon ratification of the collective bargaining agreement, t~~The ~~definition of “salary” in the Firefighters’ Retirement Plan shall be revised to~~ exclude payments for overtime worked in addition to the normal work assignment in excess of 300 hours per calendar year.

ARTICLE 16
TUITION REIMBURSEMENT

16.1 The City may, within available funds and budgetary restraints, reimburse up to one hundred per cent (100%) of the tuition costs incurred by an employee taking approved courses of instruction in pursuit of an approved degree or diploma at an approved institution of higher learning. Approval will be determined by the City Manager, Fire Chief, and Human Resources & Risk Management Director. Nationally and regionally accredited institutions may be authorized for use under this article.

16.2 The following items outline requirements and/or stipulations placed on the reimbursement of an employee's tuition expenses:

- (a) The employee must be a full-time, regular employee throughout the duration of the coursework.
- (b) Educational training can include Associate, Bachelor, or at the City Manager's discretion, Master's degree coursework.
- (c) Tuition reimbursement for each class within the educational program will be restricted, based on its relationship to the job held by the employee and its degree of value to the City, as determined by the Employer.
- (d) Notice to Employer:

1. For budget planning purposes, any employee interested in obtaining tuition reimbursement must turn in a preliminary notice of intent to request tuition reimbursement to the Fire Chief by April 1 for the following fiscal year (October 1 to September 30). This preliminary request does not need to identify the specific course the employee plans to take. Employees turning in this preliminary request form are not obligated to attend class.

2. At least 30 days before the date the employee intends to enroll in a class, employees seeking tuition reimbursement must apply using forms developed by the Employer. Employees must submit a separate form for each class taken. Requests for tuition reimbursement for master's degree courses must be accompanied by a memorandum to the City Manager justifying the applicability of the coursework to the employee's current position with the City.

(e) Subject to the percentage limits set out in Section 16.2(f), tuition reimbursement will be made at the rate of tuition per credit hour at the University of Central Florida or Valencia College, whichever is applicable. If a course of study is not available at a state institution, tuition assistance may be authorized for a course taken at a private college. However, the rate of reimbursement will still be the rate of tuition per credit hour at the University of Central Florida or Valencia College, whichever is applicable. The maximum amount of tuition reimbursement available under this article is \$1,300 per fiscal year.

- (f) The employee must receive a satisfactory passing grade (Pass in a pass-fail system, or a grade of “C” or above in a graded system) in order to receive any tuition reimbursement. Subject to the limits set out in Section 16.2(e), the following percentage of tuition will be reimbursed upon receipt of proof of grade and tuition payment:

Grade of A (or pass)	100% of amount allowed for in Section 16.2(e)
Grade of B	100% of amount allowed for in Section 16.2(e)
Grade of C	75% of amount allowed for in Section 16.2(e)

- (g) Payment of the tuition reimbursement amount will be made when the employee provides proof of payment of the tuition and copies of his/her grade for the course to the Human Resources & Risk Management Department.

- (h) There will be no reimbursement for textbooks, supplies, incidental fees, or late fees.

16.3 Any employee using the tuition reimbursement program will reimburse the City for tuition expenses in the event that the employee does not remain employed with the City for a designated period after course completion.

- (a) The applicable time periods are:

1. Employees taking classes to meet the requirements for an associate degree shall be required to reimburse the City for tuition expenses paid by the City if the employee does not remain employed for at least two years following the date that the course ended.

2. Employees taking classes to meet the requirements for a bachelor’s degree or master’s degree shall be required to reimburse the City for tuition expenses paid by the City if the employee does not remain employed for at least four years following the date that the course ended.

- (b) In the event that an employee must return funds to the City under this provision, the amount that the employee is required to return will be calculated on a pro-rata basis as follows:

1. The employee will be required to pay 50% of the amount for each year of service not completed for those classes where the employee is expected to stay at the City for at least two years;

2. The employee will be required to pay 25% of the amount for each year of service not completed for those classes where the employee is expected to stay at the City for at least four years.

16.4 Employees are required to use off-duty time to attend any course of instruction that is not required by the City.

ARTICLE 17
SAFETY, HEALTH, AND JOB RELATED INJURIES

17.1 Safety Equipment

The City will continue to provide proper and necessary safety equipment and devices for employees engaged in hazardous work. When such equipment and devices are provided, they must be used. Failure by employees to utilize provided equipment may result in disciplinary action and loss of workers' compensation benefits.

17.2 Employee Safety Awards

The City may institute employee safety award programs. Safety awards may be made either to groups or to individuals and will normally be made in recognition of praiseworthy or outstanding safety performance.

17.3 Accident Reporting

- (a) All employees are responsible for immediately reporting to their supervisor all injuries or accidents that occur on the job. An accident report must be completed and turned into the Human Resources & Risk Management Department before close of the next business day. If the incident occurs over a holiday or weekend, the accident report should be submitted no later than twelve noon on the next business day.
- (b) Reporting is required for any property damage, vehicular accident, and/or employee injuries that require first aid treatment or more. In addition, all vehicular accidents, serious injuries, or fatalities require immediate notification of the appropriate law enforcement agency, the Risk Manager, and the employee's supervisor.

17.4 Worker's Compensation

- (a) In the event of a work-related injury or illness, the employee must fill out an accident report form, have it signed by his/her supervisor, and bring it to the Human Resources & Risk Management Department. Arrangements for medical care will be made through the Human Resources & Risk Management Department. The employee will be given a physician's report form to take to the physician, requesting current information on the diagnosis and restrictions surrounding the injury or illness. In emergency situations, an injured employee will be taken to the emergency room, and the supervisor must handle the associated paperwork. Any ongoing treatment or physician reevaluation must be scheduled through the Human Resources & Risk Management Department.
- (b) When an employee is allowed to return to work subject to restrictions on his/her movement, lifting abilities, or similar physical limitations, it is presumed that the restrictions apply to the employee's activities both on and off duty. Employees are

expected and required to comply with the restrictions imposed by the physician whether they are on or off duty, unless the physician has expressly stated that the restrictions apply only on duty.

- (c) In the event that an employee will be out for an extended period of time, the Department may need to fill the vacancy. Such requests must be submitted to the Human Resources & Risk Management Director for review. When reasonably practicable, the Employer will meet with the employee to review the situation before making a final decision to fill the employee's position. Determination will be made based on the recuperation status of the injured employee and the need to replace. Vacancies of less than thirty (30) days will not be considered for replacement, except under extreme coverage difficulties.
- (d) When an employee's position is filled, he/she will be considered for the next available Department position, in that classification. In addition, the employee will be considered for other vacancies for which he/she may be qualified.
- (e) In accordance with Florida state workers' compensation regulations, if an injured employee is off work longer than seven (7) days, he/she will be paid 66-2/3% of their average weekly wage. The average weekly wage is based on the previous thirteen (13) weeks' salary, including overtime, standby, and incentive pay.
- (f) An employee may decide to use sick and/or vacation leave for any portion of the lost time not covered under workers' compensation. This must be coordinated through the Human Resources & Risk Management Department.
- (g) Any employee who is not receiving a payroll check is responsible for all deductions for dependent medical and dental care, supplemental life and/or accident insurance, employee retirement contributions, and credit union payments. The Human Resources & Risk Management Department will assist in coordination of these payments.

17.5 Light Duty

- (a) In the discretion of the City Manager, light duty assignments may be provided to employees who are physically unable to perform their normal duties. However, the City is under no obligation to create a light duty assignment if no such assignment is currently available.
- (b) Hours of Work. Employees who are placed in a light duty assignment will normally be assigned to a forty (40) hour work week.
- (c) Off Duty Injuries. Employees who are injured off the job (not a worker's compensation injury) will be compensated only for hours worked, up to forty (40) hours, when placed in a light duty assignment. Such employees may use sick leave, vacation leave, or fire holiday leave to make up their normally scheduled hours.

However, those employees must exhaust any sick leave accumulated before using vacation leave or fire holiday leave.

17.6 The parties agree to comply with all applicable requirements of Section 633.810, Florida Statutes, relating to the establishment and implementation of a workplace safety committee.

17.7 Personal equipment that is specifically assigned to an individual employee shall not be loaned out to a person other than the person to whom the equipment is assigned, except with the permission of the Employer and the person to whom the equipment is assigned.

ARTICLE 18

SENIORITY

18.1 Seniority of a bargaining unit employee will be determined by the employee's date of continuous, full time, permanent employment in a rank covered by the rank and file or supervisory bargaining unit in the Department.

- (a) Seniority of personnel within ranks/positions will be determined by the date the employee was promoted or certified to the title he/she holds. In the event two or more employees have the same promotion/certification date, seniority shall first be established in accordance with examination ranking (position on the list). If this process results in two or more personnel having identical seniority, then the drawing of lots will be utilized to determine seniority.

18.2 Seniority and the employment relationship shall terminate when:

- (a) The employee resigns or is discharged;
- (b) The employee is absent without approved leave for two consecutive work shifts (in the case of a shift worker), or three (3) eight-hour days (in the case of a forty (40) hour per week employee);
- (c) The employee fails to return to work at the end of an approved leave of absence (including but not limited to vacation leave, sick leave, FMLA leave, or any other approved paid or unpaid leave.)

18.3 Lay-off and Work Force Adjustment

- (a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their seniority within the rank affected by the layoff, unless management determines that laying off in that order will adversely affect the operational needs of the Department.
- (b) Employees affected by a lay-off will have the right, in accordance with their seniority, to transfer or downgrade (commonly known as "bumping") or to take the lay-off.

1. Affected employees shall have five (5) calendar days, from the date they receive notification from management of their lay-off, to notify management whether they desire to bump or take the lay-off. In the event that the Employer notifies the employee of the layoff by mail, the notification will be sent via U.S. Mail with return receipt requested to the employee's address on file at the City's personnel department. If the employee does not receive notice because he/she does not have their current address on file at the personnel department, or because he/she fails to accept delivery of the letter, the employer will treat the letter as delivered on the fifth day after it was mailed. The employee's time to exercise his bumping rights will run from that date.

2. If the employee chooses to bump, the employee shall within the said five (5) calendar days, identify the job position which is the subject of the bump. If the employee possesses the qualifications for that position and has greater seniority within the Department (as defined in Section 18.1 above) than the present occupant of that position, and the bump will not adversely affect the operational needs of the Department, the bump shall take effect within five (5) calendar days from the notification.

3. An employee bumping to a different job classification ("job 2") shall be placed on a trial period of not less than ninety (90) days. If, in the opinion of the Employer, the employee cannot satisfactorily perform the duties of the position to which the employee has bumped, the employee will be laid off, with no further bumping rights. In that event, the employee who was bumped by the employee who did not satisfactorily perform in the "job 2" position will be offered the opportunity to return to that job (subject to the bumping rights of any other employee who has more seniority.)

4. An employee bumping to a job classification which is lower than the employee's present job classification will be paid at his present pay rate or the maximum rate of the lower classification, whichever is lower.

- (c) Recall of laid-off employees will be made by seniority.
- (d) In order to be eligible for recall, the employee must have maintained his or her certifications and must keep the Employer advised of his or her current address. Employees shall be recalled by written notification by certified mail, return receipt requested to their last known address. Recalled employees shall notify the Employer if their desire to return to work within five (5) days of receipt of the recall notice and must return to work within twenty-one (21) days from receipt of the recall notice.
- (e) The Employer is only required to recall an employee to the last classification that he/she previously held in a permanent capacity. If an employee refuses a job with the Employer in any classification in which he/she was previously employed, the employee shall lose all further recall rights.
- (f) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.
- (g) When an employee is laid off, the employee's seniority shall be frozen during the period of time that the employee retains recall rights. If the employee is recalled, the employee retains the seniority he/she had prior to the layoff.
- (h) New hire probationary employees have no right to recall under this provision.

18.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 19
STAFFING

19.1 The Employer agrees that it will adequately staff all equipment with due regard for the needs of the community, the safety of bargaining unit employees, the requirements of the apparatus, and similar relevant factors. The Union has the right to provide written input to the Employer about staffing needs.

19.2 The station Lieutenant (or acting station Lieutenant) shall be responsible for vehicle assignments within his or her own crew. Management reserves the right to modify such assignments as necessary, provided crew safety is not compromised.

ARTICLE 20

TIME EXCHANGE

20.1 For purposes of this article, a “time exchange” is defined as a voluntary agreement between two employees to “trade” or “exchange” the time that they are normally scheduled to work. The parties acknowledge that time exchanges are done voluntarily by the employees involved in the exchange.

20.2 Subject to the requirements of this article, employees may voluntarily exchange times provided that:

- (a) The time exchange does not interfere with the regular operations of the Department.
- (b) It is requested and approved by their immediate supervisor or the on-duty supervisor at their assigned duty station not less than 12 hours in advance. Upon approval the immediate supervisor shall notify the on-duty Battalion Chief.
- (c) The time exchange does not result in any additional cost or expense to the Employer.
- (d) The employee filling in during the time exchange must be fully qualified to perform all of the regular duties of the person requesting the time exchange.

20.3 An employee who wishes to exchange a scheduled time is solely responsible for locating a willing and qualified person with whom to make the exchange, and for timely submitting all documentation necessary to obtain authorization for the exchange.

20.4 Any employee wishing to exchange scheduled time must submit a completed “Notice for Time Exchange” to their immediate supervisor and forward such request to the Battalion Chief not less than 12 hours in advance of the proposed time exchange. The Battalion Chief, in his/her sole discretion, may accept a Notice submitted with less than 12 hours advance notice of the proposed time exchange. The Notice shall include the name of the employee who will be filling in during the time exchange. The employee filling in during the time exchange must be fully qualified to perform all the duties of the person requesting the time exchange. The Battalion Chief will promptly review the “Notice for Time Exchange” and advise the employees involved whether the exchange has been approved. If the person filling in is qualified to work the time exchange, the Battalion Chief will not deny the request for a time exchange except in an emergency, or in some other case for an extraordinary cause.

20.5 When an employee of lower rank fills in for another employee, the employee who is filling in will not receive “ride-up” pay, and the employee who requested the exchange will not be allowed to function below their rank to repay the time exchange.

20.6 The replacement employee assumes the responsibility of being present and on time for the designated duty day. If not present, the replacement will forfeit sick leave hours equivalent to the length of the swap, not the employee they are replacing. The sick leave shall be reduced from the employee’s accrual bank, but they shall not receive monetary compensation for the forfeiture.

(a) If the replacement employee is no longer capable of covering the time they agreed to work due to Workers Compensation Injury restrictions or Family and Medical Leave Act (FMLA) absences and is unable to find a replacement or cover the swap and do not report, they shall forfeit sick leave hours equivalent to the length of the swap.

(b) If the employee does not have sick leave, vacation leave or compensatory time shall be forfeited instead.

20.7 No bargaining unit member shall have a balance of more than 360 hours owing at any given time. All time exchanges must be reconciled within 36 months of use.

***Section 20.7 will go into effect with the start of the 24/72 shift change.**

****Management will be provided with a reconciled list of hours owed upon implementation of the 24/72 shift change.**

20.8 Under no circumstances shall any bargaining unit member provide or receive monetary compensation for an exchange of time.

20.9 All workers compensation injuries and family medical leave (FML) designations voids the time exchange. The individual on workers compensation or FML must notify, as soon as possible, any employee that they have a time exchange with and advise them of the termination of the time exchange. If the individual is out of town, the person on workers compensation or FML must attempt to find someone else to work the time exchange. If no one can be found to work the day, or no attempt has been made to find someone, the individual originally scheduled to work that day (who is out of town) will be charged with sick leave.

~~20.5 In the event that an employee who is supposed to fill in during a time exchange is unable to do so, that employee is responsible for notifying the normally scheduled employee's supervisor of the situation. The employee who is supposed to fill in will also be required to contact~~

the employee who was scheduled to work to notify that employee of the situation. The employee who was originally scheduled to work shall then report for work as scheduled, if that employee is available.

~~20.6~~ In cases where the employee who was scheduled to work cannot be located or is otherwise unable to work, the employee who agreed to the time exchange shall make every effort to locate another qualified employee to fulfill the time exchange. If those employees are not successful in locating another qualified employee to work the time, then the Employer will call in a qualified employee. In that case, the employee who initiated the time exchange shall be charged for the use of vacation time, or compensatory time, or fire holiday time, for the time that the initiating employee had been scheduled to work. The employee who was supposed to fill in, but failed to do so, will not be permitted to do a time exchange for six (6) months from the date that he/she failed to report for the time exchange. In the event that the employee who was supposed to fill in failed to do so because of an unforeseen emergency as determined by the Employer, then that employee will not be prohibited from doing time exchanges as a result of the failure to report.

20.10 Any time exchanged ~~of 30 minutes~~ one hour or less, which wholly occurs between the hours of ~~0700-06:30~~ and ~~0800-08:30~~ hours shall only require the verbal approval of the station officer and will not ~~be subject to the requirements of Section 20.2 (b) or Section 20.4~~ count toward the 360 hours referenced in 20.7 above.

20.11 A time exchange is considered hour for hour. No 2-1 exchange shall be made in public or private.

ARTICLE 21
UNIFORMS, EQUIPMENT AND PERSONAL APPEARANCE

21.1 All trousers, shirts (work and dress), jacket, caps, gym shorts, sweat pants, sweat shirts, insignia, and all other uniform items which employees are required to wear in performance of their work shall be furnished by the City to employees without cost. It shall be the obligation of the employees to maintain all items in good and presentable condition, and to notify the City in advance of a need for replacement of any item. If any changes are made to the required style or appearance of uniforms by the City, the City will bear the cost of having uniform items altered or replaced to conform to the required changes. The City will continue to follow existing procedures related to replacement of worn or damaged uniforms and equipment.

21.2 The City will provide facilities for the washing of contaminated protective gear and uniform items.

21.3 The City and bargaining unit employees will follow the Department's Biohazardous Waste Disposal Procedure, which may be amended from time to time to comply with applicable state and federal law.

21.4 The City will repair or replace an employee's prescription eyewear or wristwatch that is damaged or destroyed while in the performance of an employee's duty, subject to the following requirements:

- (a) The maximum amount payable under this provision is \$200 for prescription eyewear and \$100 for a wristwatch.
- (b) The employee must make a written claim for the repair or replacement cost within 7 calendar days of the date that the item was damaged or destroyed.
- (c) The written claim will be submitted to the Battalion Chief. The claim shall describe the item damaged or destroyed, explain how the item was damaged or destroyed, and include a receipt for its replacement or repair. The Employer may require the employee to submit the damaged item for inspection before paying the claim.
- (d) The City will not repair or replace any item that was damaged or destroyed due to the negligence of the employee.

21.5 City furnished protective clothing, safety devices, and/or equipment shall remain on the premises at all times except when in use, or to "float" to another station, or for some other reason authorized by the employee's Battalion Chief.

21.6 Bargaining unit employees are free to wear or not wear an IAFF pin on their uniform, subject to the provisions of this subsection. The cost of the IAFF pin will be paid by the employee. The IAFF pin shall be no larger than a nickel. The Fire Chief will designate the area of the uniform where IAFF pins may be worn.

ARTICLE 22
VACANCIES and TRANSFERS

22.1 Definitions. - The following definitions apply for the purposes of this article:

- (a) “Vacancy” - means a newly created position resulting from the opening of a new Fire Department station, or the placement of a newly created and staffed apparatus/resource (equipment or individual) into operation.
- (b) “Qualifications” - the employee’s ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.
- (c) “Transfer” - means a regular opening in any existing unit position, e.g., as a result of a retirement, promotion, etc. A transfer can mean movement from shift to shift. It can also mean a reassignment from one unit to another unit on the employee’s original shift. A transfer shall be determined by management.

22.2 The Employer shall determine whether to fill any vacancy, in compliance with Article 19 Staffing.

22.3 Whenever the Fire Chief or designee determines to fill a vacancy the Fire Department will provide notice of the vacancy by posting notices through e-mail or other formal official Department communication. The notice will announce the vacancy and advise employees how to request assignment to the position and the deadline for submission for the vacancy. At the end of the application period, the Employer will review and process the applications for the vacancy as follows:

- (a) Vacancies shall be filled based on qualifications of the applicants, as established in prior writing by the Employer.
- (b) Where two or more applicants have the same qualifications, the opening will be filled by the senior most qualified applicant.

22.4 When no employees apply for a posted vacancy, the Fire Chief or designee shall administratively select the least senior qualified employee, as determined by management, to fill the vacancy.

22.5 Subject to the requirements listed in this article, nothing in this Agreement shall be construed to limit the right of the Employer to transfer an employee, or to deny an employee’s request to transfer.

ARTICLE 23

MISCELLANEOUS

23.1 Mileage

Employees who are authorized by the Fire Chief or designee to use their own vehicles in the performance of their official employment duties will be reimbursed for mileage at the rate set by the City Commission for all City employees. For the purpose of this section, “official employment duties” shall not include station to station transfers that have been approved by the Fire Chief or designee. Employees seeking mileage reimbursement are required to submit their requests for reimbursement on a monthly basis on forms provided by the Employer. A failure to timely submit a reimbursement request may result in denial of payment.

23.2 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

23.3 Employer Defense of the Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any alleged act or omission of action of the employee, provided such alleged act or omission arises out of and is in the scope of his/her employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

23.4 Weingarten Right

In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of Department or City rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time, provided that no interview need be postponed for more than four (4) hours because of unavailability of an Association representative. However, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and/or advise him/her during the interview.

ARTICLE 24
GRIEVANCE AND ARBITRATION PROCEDURE

24.1 In a mutual effort to promote harmonious working relations between the parties to the Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

24.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement. A grievance shall also be defined as a dispute concerning the interpretation or application of the Fire Department's Policy and Procedure on promotion to Engineer and Lieutenant.

24.3 Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Union representative on the employees' behalf.

24.4 The Union has the right to initiate grievances based upon the Employer's upper management decisions which have general applicability to bargaining unit members, where such decisions give rise to disputes about the interpretation or application of the specific terms of this Agreement. Union grievances filed pursuant to this subsection shall be initiated at Step 3 of the grievance procedure within the same time limits provided for submission of a grievance in Step 1.

24.5 All grievances must be processed within the time limits provided in the grievance procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the grievance procedure shall be determined to be denied and shall be advanced to the next available step of the grievance procedure, unless an extension of time for an answer is mutually agreed to in writing.

24.6 Grievances shall be processed in accordance with the following procedures:

Step 1. The aggrieved employee shall reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to his/her Battalion Chief within seven (7) calendar days of the occurrence which gave rise to the grievance, or within seven (7) calendar days of the date that the grievant knew or should have known of the facts giving rise to the grievance. The Battalion Chief shall meet with the employee and the Union representative, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Battalion Chief shall attempt to adjust the matter and/or respond to the employee in writing within seven (7) calendar days from the date of the meeting.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Union representative, if the employee wishes his assistance, shall

reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to the Deputy Chief (or designee) within seven (7) calendar days from the date of the Battalion Chief's response at Step 1 (or the time the Battalion Chief's response was due in Step 1, if the Battalion Chief has not responded to the grievance). The Deputy Chief (or designee) shall meet with the employee and the Union representative, if they wish him present, within seven (7) calendar days. The Deputy Chief (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 3. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Union representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to the Fire Chief or his designee within seven (7) calendar days from the date of the supervisor's Step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Fire Chief or his designee shall meet with the employee and the Union representative, if the employee wishes him present, within seven (7) calendar days. The Fire Chief or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 4. If the grievance has not been satisfactorily resolved in Step 3, the employee may present the grievance to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Union representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.

Step 5. If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure the Union may request arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

24.7 The arbitration shall be conducted under the rules of the American Arbitration Association except to the extent modified in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing and shall be final and binding on all parties.

- (b)** The arbitrator shall confine his decision to the particular issue as specified in the written statement of the grievance as presented in Step 1 of the grievance procedure.
- (c)** Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d)** Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.

ARTICLE 25
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this Agreement.

ARTICLE 26

FUNERAL LEAVE

26.1—In the event of the death of an immediate family member, an employee may take up to two (2) shifts of funeral leave (in the case of a shift worker), or three (3) eight-hour days (in the case of a forty (40) hour employee) to attend to the funeral and arrangements. ~~If the employee must be off longer to attend a funeral out of state, the employee may be allowed to use up to three~~

~~**26.1** (3) shifts of funeral leave (in the case of a shift worker), or five (5) eight-hour days (in the case of a forty (40) hour employee). In the event the funeral is not conducted during the aforementioned period and the employee used less than the total hours of funeral leave allocated, the employee will be allowed to use the remaining days of funeral leave to attend services in the future.~~ In the event an employee requires additional time off, the Fire Chief may authorize the use of sick or vacation leave.

~~(a) Upon implementation of the 24/72 shift schedule, an employee may take up to twenty-four (24) hours of funeral leave in 12-hour blocks. In the event the funeral leave is not conducted during the aforementioned period and the employee used less than the total hours of funeral leave allotted, the employee will be allowed to use the remaining hours.~~

26.2 For the purposes of this article, immediate family ~~members shall be limited to the~~ is defined as:

~~The employee's spouse, domestic partner, children, child (including stepchild), mother (including stepmother), father (including stepfather), brother (including stepbrother or half-brother), sister (including stepsister or half-sister), grandmother, grandfather, mother-in-law, father-in-law, any family member living in the employee's household, or any individual for whom the employee serves as the legal guardian parents, siblings, aunts, uncles, niblings (i.e. nieces and nephews), grandparents, grandchildren, and legal guardian. Furthermore, any individual who would be considered "half", "step", or an "in-law" of the identified family members in this definition shall also be considered immediate family.-~~

26.3 An employee on a scheduled vacation who suffers the loss of an immediate family member may elect to take funeral leave instead of vacation time.

26.4 In all instances of requested funeral leave, the employee may be required to provide the Chief, or his designee, with proof of death, as well as proof of the relationship to the family member, prior to leave being granted.

26.5 In the event an employee does not have sufficient leave to accommodate his or her necessary funeral leave, the City will advance the employee the necessary sick leave. However, any such employee advanced leave for funeral purposes shall forgo all sick leave accrual until such time as the advanced leave has been recouped by the City.

26.6 In the event an employee who has been advanced sick leave for funeral purposes leaves City employment prior to the City recouping all leave advanced, the employee shall be responsible for reimbursing the City the cash value for all advanced leave not recouped.

ARTICLE 27

ANNUAL PHYSICALS

27.1 The City and the Union (the Parties) agree that the nature of a Firefighter's job is such that the welfare of fellow firefighters, citizens, and the Department can best be served if an adequate level of health and wellness is maintained. Accordingly, all employees shall strive to maintain a level of health and wellness that is at least equal to the standards set forth in this Article. Employees must strive to meet the standards during the term of their employment.

(a) The Parties agree that all employees will receive and be required to complete an annual physical examination, which will include the following tests:

Physical Exam:

- Medical & Occupational/Environmental Questionnaire
- Comprehensive Hands-On Physical Exam
- Vital Signs: Height, Weight, Blood Pressure, Pulse
- Behavioral Health Eval - Epworth Sleep, PCL-5, PHQ-9
- Back Health Evaluation
- Urinalysis
- Audiogram
- Titmus Occupational Vision Exam
- Breast Exam with Self-Exam education
- Personal Consultation with review of testing results

Laboratory Tests:

- Comprehensive Metabolic Panel, Blood Chemistry
- Complete Blood Count, Hematology Panel
- Hemoccult Stool Test for Colon Cancer Screening
- Total Lipid Panel
- Thyroid Test TSH
- Glucose
- Hemoglobin A1C
- Men: PSA (Prostate cancer marker) and Testosterone
- Women: CA-125 Ovarian Cancer Screening

Ultrasound & X-ray Screenings (Early Detection of Heart Disease and Cancer):

- Echocardiogram (Heart Ultrasound)
- Carotid Arteries Ultrasound
- Aorta and Aortic Valve Ultrasounds
- Liver Ultrasound
- Gall Bladder Ultrasound
- Kidneys Ultrasound
- Spleen Ultrasound
- Bladder Ultrasound

- Thyroid Ultrasound
- Men: Prostate and Testicular Ultrasounds
- Women: Ovaries and Uterus Ultrasounds
- Chest X-Ray, 2 view with radiologist review

Cardiopulmonary Testing & Fitness Eval

- Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)
- EKG, 12 Lead
- Spirometry, PFT with OSHA Respirator Medical Clearance
- Fitness tests for muscular strength & endurance
- VO2 Max Calc for Aerobic Capacity
- Body Weight and Composition
- Personal Fitness Rx

Behavioral Health Assessment

(b) The above physical examination will be conducted by an occupational testing vendor and covered by the City and will be conducted while the employee is on duty. Under no circumstances will results from the annual examination be provided to the City without written authorization from the employee.

(c) An employee required to undergo test(s) that cannot be completed while on duty will receive a minimum of three (3) hours of straight time pay or compensation for the time spent from arrival to departure at the applicable straight time or overtime rate, whichever is greater.

(d) Failure to attend and participate in the annual medical evaluation as required will result in the bargaining unit member being placed on a "no work" status until the evaluation is complete. Compensation for time in a "no work" status will be through the use of only accrued and unused sick leave, compensatory time, fire holiday, and vacation leave (in that order). If all leave mentioned above is exhausted, the bargaining unit member will be placed in an unpaid status until the entire evaluation and any required follow-up are completed.

~~27.1 — All employees with more than one (1) year of service shall be required to complete a medical examination on a calendar year basis.~~

- ~~(a) — Medical examinations and tests may be performed at the City's Clinic while the employee is on duty, or employees may elect to utilize their own physician off-duty.~~
- ~~(b) — The City's Motivate Me program runs between November 1st and October 31st each year.~~

ARTICLE 28
SPECIAL EVENTS/STANDBY DETAIL/PUBLIC EDUCATION

28.1 The City of Kissimmee Fire Department (Department) is responsible for providing emergency vehicles, firefighters, EMTs, paramedics, and supervisors to support special events, standby, or public education. Once the Department receives a request, the Fire Chief or their designee will decide if the request will be filled by on-duty or off-duty personnel and the number needed for the request. The process in this article does not apply to circumstances where the Fire Chief or their designee chooses to use on-duty units to support a special event, standby, or public education request.

28.2 An Administration Lieutenant or the Fire Chief's designee will maintain the special events, standby requests, or public education eligibility list (events eligibility list). When the Department requests staffing for special events, standby requests, or public education, an email will be sent to an Administration Lieutenant requesting the number of members needed, date, time, and event. An Administration Lieutenant will email the eligible members for the assignments with the number of members required, date, time, and event. The email will also contain the deadline for signing up. If more members sign up than are needed, then the events eligibility list will be used to decide who will be qualified to work the event. The award of the off-duty assignment will be based on seniority and current accumulated hours. For example, those with no hours will have precedence over those with hours based on seniority. Note: a half hour before and after the event will be added for logistical purposes.

- (a)** If a Lieutenant (supervisor) is needed for special events, standby, or public education, the compensation shall be \$50.00 per/hour. If their overtime rate exceeds \$50.00 an hour, the overtime rate shall be used for compensation. Administration Lieutenants will have the right of first refusal for supervisory positions. Administration Lieutenants will not be part of the events eligibility list. The Fire Chief may designate a Chief Officer in place of a Lieutenant for a supervisory position. Qualified Ride-Up Lieutenants may be used for the event if no Lieutenant or Acting Lieutenants are available.
- (b)** If an Engineer or Firefighter is needed for special events, standby, or public education. The compensation shall be \$40.00 per/hour. If their overtime rate exceeds \$40.00 an hour, their overtime rate shall be used for compensation. For special events, standby, or public education, an Engineer and Firefighter are considered equal unless the event needs a vehicle that mandates an Engineer. Administration Lieutenants will have the right of first refusal for these positions.

28.3 One EMT and one Paramedic shall fill all EMS requests. Two paramedics may be assigned if no EMTs sign up. All special events, standby, or public education details will pay a minimum of 4 hours. If the need is canceled 24 hours before the scheduled detail, the department shall pay the minimum of 4 hours, ~~and the members will receive the pay and credit for three hours worked.~~

28.4 ~~This article shall expire at midnight on September 30, 2024. Both management and labor must agree to renew this Article in subsequent contract years.~~

ARTICLE 29
DURATION OF AGREEMENT

29.1 Duration: Except as otherwise provided herein, the provisions of this agreement shall be effective beginning on the date of ratification and shall thereafter continue in full force and effect until midnight on the 30th day of September, ~~2024~~2027. The Rank and File Unit and the Supervisory Unit shall each ratify separately, and the Agreement will be effective as to each unit on the respective date of the unit's ratification.

29.2 Status Quo: If a successor agreement has not been reached before the expiration of this Agreement, the wages, hours, and other terms and conditions of employment set out in this Agreement will remain in effect until new terms and conditions have been established pursuant to law.

29.3 Notice: Any notice to be given shall be given by certified mail, email, or hand delivery.

(a) Any Union notice sent to the City shall be addressed to:

Director of Human Resources & Risk Management (Roxane Walton)
City of Kissimmee
101 Church Street
Kissimmee, FL 34741-5054
E-mail: ~~rwalton@kissimmee.gov~~roxane.walton@kissimmee.gov

(b) Any City notice sent to the Union shall be addressed to:

Kissimmee Professional Fire Fighters, IAFF Local 4208
3117 Innovation Drive
St. Cloud, FL 34769

Or

To the current Union President

29.4 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise issues and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that, except upon mutual agreement, neither will be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law.

SIGNATURE PAGE

In witness hereof, the parties have signed this Agreement on this ____ day of _____, 2025.

CITY OF KISSIMMEE

**KISSIMMEE PROFESSIONAL
FIRE FIGHTERS
IAFF LOCAL 4208**

Olga Sanchez de Fuentes, City Attorney

Joshua Clark, Chief Negotiator
President, IAFF Local 4208

Mike Steigerwald, City Manager

Ian Wooten
Vice President, IAFF Local 4208

Roxane Walton, Director
Human Resources and Risk Management

Bryan Benson
Negotiating Team

Jim Walls, Fire Chief

Royce Schoby
Negotiating Team

Jeremy F. Donovan, Deputy Fire Chief

Joseph Leone, Deputy Fire Chief

Eric Gentry, Battalion Chief

Ratified by the City Commission this ____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

Date

APPENDIX A - FIREFIGHTERS BILL OF RIGHTS

Sections 112.80 3 112.93, Florida Statutes, (the “Firefighters Bill of Rights”) is hereby incorporated by reference in this Agreement.

This appendix is attached for information and ease of reference only. The parties do not intend for the Firefighters Bill of Rights to be a part of the collective bargaining agreement.

It is the intent of the parties to maintain a copy of the current version of the Firefighters Bill of Rights as an appendix. In the event that there is any difference between the appendix and the current statutory version, the parties recognize that the current statutory version controls.

Appendix B - Step Plan
(2024-2025 Step Plan)

Year 1	8% COLA and one step								
Step	Firefighter		Engineer		LT		FA LT		
	Hourly / 2912	1 Step	Hourly / 2912	1 Step	Hourly / 2912	1 Step	Hourly / 2912	1 Step	
1	18.72	54,500.00	22.78	66,327.21	25.19	73,340.47	40.26	83,740.47	
2	19.28	56,135.00	23.46	68,317.02	25.94	75,540.68	41.32	85,940.68	
3	19.86	57,819.05	24.16	70,366.53	26.72	77,806.90	42.41	88,206.90	
4	20.45	59,553.62	24.89	72,477.53	27.52	80,141.11	43.53	90,541.11	
5	21.06	61,340.23	25.64	74,651.86	28.35	82,545.34	44.69	92,945.34	
6	21.70	63,180.44	26.41	76,891.41	29.20	85,021.70	45.88	95,421.70	
7	22.35	65,075.85	27.20	79,198.15	30.07	87,572.35	47.10	97,972.35	
8	23.02	67,028.13	28.01	81,574.10	30.98	90,199.52	48.37	100,599.52	
9	23.71	69,038.97	28.85	84,021.32	31.90	92,905.51	49.67	103,305.51	
10	24.42	71,110.14	29.72	86,541.96	32.86	95,692.67	51.01	106,092.67	
11	25.15	73,243.44	30.61	89,138.22	33.85	98,563.46	52.39	108,963.46	
12	25.91	75,440.75	31.53	91,812.37	34.86	101,520.36	53.81	111,920.36	
13	26.68	77,703.97	32.47	94,566.74	35.91	104,565.97	55.27	114,965.97	
14	27.48	80,035.09	33.45	97,403.74	36.99	107,702.95	56.78	118,102.95	
15	28.31	82,436.14	34.45	100,325.85	38.10	110,934.04	58.33	121,334.04	
16	29.16	84,909.22	35.49	103,335.63	39.24	114,262.06	59.93	124,662.06	

Year 2	4% Increase								
	Firefighter		Engineer		LT		FA LT		
	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2080	Annual	
Min	25.45	55,590.00	31.57	68,980.29	34.92	76,274.09	41.67	86,674.09	
Max	40.43	88,305.59	49.21	107,469.05	54.41	118,832.54	62.13	129,232.54	

Year 3	2% increase								
	Firefighter		Engineer		LT		FA LT		
	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2080	Annual	
Min	25.71	56,145.90	32.22	70,359.90	35.62	77,799.57	42.40	88,199.57	
Max	41.24	90,071.71	50.19	109,618.43	55.50	121,209.19	63.27	131,609.19	

	5% Cola	2022-2023							
	Firefighter	Firefighter	Engineer	Engineer	LT	LT	FA-LT	FA-LT	
Step	Hourly/- 2912	1 Step	Hourly/- 2912	1 Step	Hourly/- 2912	1 Step	Includes \$5.00/hour	1 Step	
1	15.75	45,864.00	19.17	55,823.04	21.20	61,734.40	34.68	72,134.40	
2	15.79	45,980.48	19.75	57,497.73	21.84	63,586.43	35.57	73,985.60	
3	16.26	47,359.89	20.34	59,222.66	22.49	65,494.02	36.49	75,899.20	
4	16.75	48,780.69	20.95	60,999.34	23.17	67,458.85	37.43	77,854.40	
5	17.25	50,244.11	21.58	62,829.32	23.86	69,482.61	38.41	79,892.80	

6	17.77	51,751.44	22.22	64,714.20	24.58	71,567.09	39.41	81,972.80
7	18.30	53,303.98	22.89	66,655.63	25.31	73,714.10	40.44	84,115.20
8	18.85	54,903.10	23.58	68,655.30	26.07	75,925.53	41.50	86,320.00
9	19.42	56,550.19	24.28	70,714.96	26.86	78,203.29	42.60	88,608.00
10	20.00	58,246.70	25.01	72,836.41	27.66	80,549.39	43.73	90,958.40
11	20.60	59,994.10	25.76	75,021.50	28.49	82,965.87	44.89	93,371.20
12	21.22	61,793.92	26.54	77,272.14	29.35	85,454.85	46.08	95,846.40
13	21.86	63,647.74	27.33	79,590.31	30.23	88,018.49	47.32	98,425.60
14	22.51	65,557.17	28.15	81,978.02	31.13	90,659.05	48.59	101,067.20
15	23.19	67,523.89	29.00	84,437.36	32.07	93,378.82	49.89	103,771.20
16	23.88	69,549.60	29.87	86,970.48	33.03	96,180.18	51.24	106,579.20
	10% Cola	2023-2024						
	Firefighter	Firefighter	Engineer	Engineer	LT	LT	FA-LT	FA-LT
Step	Hourly/ 2912	1-Step	Hourly/ 2912	1-Step	Hourly/ 2912	1-Step	Includes \$5.00/hour	1-Step
1	17.33	50,450.40	21.09	61,405.34	23.32	67,907.84	37.65	78,307.84
2	17.37	50,578.53	21.72	63,247.50	24.02	69,945.08	38.63	80,345.08
3	17.89	52,095.88	22.37	65,144.93	24.74	72,043.43	39.64	82,443.43
4	18.43	53,658.76	23.04	67,099.28	25.48	74,204.73	40.68	84,604.73
5	18.98	55,268.52	23.73	69,112.26	26.25	76,430.87	41.75	86,830.87
6	19.55	56,926.58	24.45	71,185.62	27.03	78,723.80	42.85	89,123.80
7	20.14	58,634.38	25.18	73,321.19	27.85	81,085.51	43.98	91,485.51
8	20.74	60,393.41	25.93	75,520.83	28.68	83,518.08	45.15	93,918.08
9	21.36	62,205.21	26.71	77,786.45	29.54	86,023.62	46.36	96,423.62
10	22.00	64,071.37	27.51	80,120.05	30.43	88,604.33	47.60	99,004.33
11	22.66	65,993.51	28.34	82,523.65	31.34	91,262.46	48.88	101,662.46
12	23.34	67,973.31	29.19	84,999.36	32.28	94,000.33	50.19	104,400.33
13	24.04	70,012.51	30.07	87,549.34	33.25	96,820.34	51.55	107,220.34
14	24.76	72,112.89	30.97	90,175.82	34.25	99,724.95	52.94	110,124.95
15	25.51	74,276.27	31.90	92,881.09	35.27	102,716.70	54.38	113,116.70
16	26.27	76,504.56	32.85	95,667.53	36.33	105,798.20	55.86	116,198.20

Appendix C

City of Kissimmee
FIRE DEPARTMENT
CONTRACT GRIEVANCE PROCEDURE FORM

This form is utilized only for grievances as defined by Article 24 of the Collective Bargaining Agreement. For grievances relating to discipline, the standard City Grievance form (found at U:\PERSONNEL\FORMS) shall be used.

NAME(s): _____

RANK(s): _____

ASSIGNMENT(s): _____

CBA ARTICLE & SECTION # BEING DISPUTED:

STATEMENT OF GRIEVANCE (attached memo if needed):

REQUESTED SOLUTION (attached memo if needed):

SIGNATURE(S): _____ DATE _____

PROCEDURE

Step 1:

Presented to: _____ on _____
Name/Title Date

Battalion Chief's comments and actions: _____

Signature (Battalion Chief) Date

Step 2:

Presented to: _____ on _____
Name/Title Date

Deputy Chief's comments and actions: _____

Signature (Deputy Chief) Date

Step 3:

Presented to: _____ on _____
Name/Title Date

Fire Chief's comments and actions: _____

Signature (Fire Chief) Date

Step 4:

Presented to: _____ on _____
Name/Title Date

City Manager's comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ on _____
Name/Title Date

Arbitrator's comments and actions: _____

Signature (Arbitrator) Date

COLLECTIVE BARGAINING AGREEMENT

CITY OF KISSIMMEE

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4208

Rank and File Unit (Cert #1400)

AND

Supervisory Unit (Cert #1401)

Effective October 1, 2024 to September 30, 2027

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PREAMBLE

This Agreement is entered into between the City of Kissimmee, hereinafter referred to as “City,” or “Employer” and the Kissimmee Professional Firefighters, Local Number 4208, hereinafter referred to as “Union.”

ARTICLE 1 **RECOGNITION**

1.1 The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

- (a) Rank and File unit** described in PERC Certification No. 1400 (June 23, 2003):

Included: All full-time certified firefighters in the job classifications of Firefighter and Engineer.

Excluded: Fire Chief, Deputy Fire Chief, Health & Safety Chief, Battalion Chief, Fire Inspector, Lieutenant, Health and Safety Lieutenant, EMS Lieutenant, and all other employees of the City of Kissimmee.

- (b) Supervisory unit** described in PERC Certification No. 1401 (June 23, 2003):

Included: All full-time certified firefighters in the job classifications of Lieutenant.

Excluded: Fire Chief, Deputy Fire Chief, Health and Safety Chief, Battalion Chief, Fire Inspector, Engineer, Firefighter, and all other employees of the City of Kissimmee.

1.2 The provisions of this Agreement shall apply to both of the above bargaining units, except where separate provisions are expressly set out for each individual unit.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The Union recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of Fire/EMS services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

2.2 In accord with the provisions of Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to determine unilaterally the purpose of each of its constituent agencies; to set standards of services to be offered to the public; to exercise control and discretion over its organization and operations; to direct its employees; and to relieve its employees from duty because of lack of work or for other legitimate reasons.

2.3 In accord with Section 447.209, Florida Statutes, the employer retains the following management rights, but only to the extent that they are not limited by the express terms of this Agreement:

- (a) Make and change reasonable rules and regulations;
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions inside or outside the bargaining unit;
- (c) Determine the qualifications for employees and the contents of job classifications;
- (d) Determine the work assignments of employees;
- (e) Change or eliminate existing work procedures and equipment utilization;
- (f) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members;
- (g) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit, subject to the express terms of this Agreement;
- (h) Establish and enforce quality and quantity standards and judgment of workmanship required;
- (i) Determine services to be rendered;
- (j) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

2.4 It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

2.5 The Union recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights; and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

2.6 Should the City take action in their exercise of management rights, including through revision or creation of rules, regulations, policies, directives, SOPs or SOGs that directly deal with wages, hours and/or terms and conditions of employment (mandatory subjects of bargaining) that are not addressed within this Agreement, the City will engage in good faith bargaining with the Union (upon demand) and shall refrain from implementing the change until such time as the bargaining process as outlined in Chapter 447 Florida Statutes has been completed.

Should the City take action in their exercise of management rights, including through revision or creation of rules, regulations, policies, directives, SOPs or SOGs that deal with a permissive subject of bargaining not addressed within this Agreement, for which the Union can identify impacts to wages, hours and/or terms and conditions of employment , the City (upon demand from the Union) will engage in good faith bargaining with the Union over those identified impacts. As it relates to demands for bargaining associated with permissive subjects of bargaining, the City shall be permitted to move forward with implementing the change concurrent with good faith bargaining over the identified impacts.

The City shall provide Local 4208 with any proposed changes to and/or any newly-created rules, regulations, policies, directives, SOPs or SOGs that address wages, hours and/or terms and conditions of employment (whether mandatory or permissive subjects of bargaining) 14 days prior to the intended implementation date. The 14-day time period shall be waived if exigent circumstances prevent compliance with it. Where possible, these rules, regulations, policies, directives, SOPs or SOG copies shall be provided in a format that will allow the Union to easily identify the changes that have been proposed to the earlier version.

The language contained in this section does not apply to SOP's SOG's or directives that are purely operational in nature and do not address or impact wages, hours and/or terms and conditions of employment.

ARTICLE 3
PROBATIONARY EMPLOYMENT

3.1 All employees newly hired shall be required to serve a probationary period of 12 months. The Employer may extend the probationary employment period to allow the Employer an extended period of time within which to evaluate the employee's ability to successfully complete probation and become a permanent employee. Newly hired probationary employees do not have a property right in their employment and may be terminated during the probationary employment period for failure to satisfactorily complete the probationary period, as determined by management. Terminations during the probationary employment period are not subject to the grievance provisions of this Agreement.

3.2 Employees promoted to the rank of Engineer or Lieutenant shall serve a promotional probationary period of six (6) months. The promotional probationary period may be extended by the Employer. Employees who fail to successfully complete their promotional probationary period shall be returned to their prior rank and shall have their pay adjusted to what it would have been had they not been promoted. Any employee bumped downward as the result of the promoted employee returning to their prior rank (following the failed probationary period) shall be placed at the top of the promotional list for the rank they were forced out of and shall remain at the top of that promotional list indefinitely. These employees shall receive the next available promotion for that rank provided they meet all the necessary qualifications at the time of the vacancy.

ARTICLE 4

UNION ACTIVITY

4.1 Upon ratification of this agreement by all parties, the City will provide the Union with two copies of the complete collective bargaining agreement in electronic format, one in Word and one in Adobe pdf. At the same time, the City will also provide the Union with one printed copy that is signed and dated. The Union will be responsible for distributing the Agreement to members of the bargaining unit.

4.2 The Union shall have the right to designate one shift steward per shift. The Union shall notify the City, in writing, of the identity of the Union's designated shift stewards.

4.3 The Union shall have the right to designate a President, Vice-President, Treasurer, Secretary, and Trustee. The Union shall notify the City, in writing, of the identity of the Union's new officers.

4.4 Time to Conduct Union Business

- (a)** The Union agrees to conduct Union business outside of normal working hours to the maximum extent possible to minimize potential disruption of the work of unit employees.
- (b)** The Union President, Vice-President, and designated shift stewards will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:
 - 1.** To represent a bargaining unit employee, or act as a representative of the Union during a grievance meeting with Employer representatives, as provided for in the grievance procedure; and
 - 2.** To consult with management officials or attend meetings with management, when approved or authorized to do so by management; and
 - 3.** To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Union representation.
- (c)**
 - i.** When it is necessary for a Union President, Vice-President, or designated shift steward to meet with an employee of the City of Kissimmee for any other reason not provided for in Section 4.4(b), the Union representative (and the employee, if another employee is involved) shall schedule such meetings or other tasks after work hours, except in cases of emergencies that cannot be postponed.

- ii. If the Union representative and/or employee need to take time during the regular workday to investigate a grievance, or to attend to other Union business, such time will be taken as leave without pay, which shall be subject to the approval of the Battalion Chief of the employee and the Battalion Chief of the Union representative. Approval of unpaid leave for this purpose will not be unreasonably withheld. Provided, however, that Battalion Chief(s) are not required to approve the requested leave if either employee is needed on the job due to the operational needs of the Department. In lieu of requesting leave without pay, the employee and/or the Union representative may use time pool hours in accordance with Section 4.8.

4.5 New Hire Orientation

- (a) During the initial Fire Department orientation period of a new bargaining unit employee, the City will notify the employee that his/her job is in a bargaining unit represented by the Union, will provide the employee with contact information for the Union, and will notify the employee that he/she has the right to join or not join the Union. The Employer will provide the Union with at least seven (7) days notice of the date of the initial orientation.
- (b) A Union representative will be permitted to meet with each new bargaining unit employee during his/her initial orientation period for not more than thirty (30) minutes, in order to discuss Union membership with the employee. The Union representative must schedule the time for this meeting at a time approved by management. At no time will the Union representative use abusive, degrading, or threatening language to coerce an employee to join the Union.

4.6 The Employer will make reasonable efforts to allow up to two members of the Union to rearrange their work schedules, use accrued vacation leave or compensatory time, or take time off without pay, to attend negotiating sessions mutually set to negotiate or renegotiate this Agreement.

4.7 The Union shall be permitted to place, at the Union's expense, one IAFF sticker upon a window of each piece of Kissimmee Fire Department apparatus. Before placing any sticker on Fire Department equipment, the Fire Chief shall approve the size, and content of the sticker, and the location where it is to be placed.

4.8 Union Time Pool

- (a) Dues-paying union members shall donate two (2) hours of either accrued vacation time or accrued compensatory time to the Union time pool. Employees will be required to fill out and submit forms annually, by December 31st of each year for the following calendar year indicating the type of leave the employee wishes to donate.

- (b)** Hours donated to the time pool shall be utilized on an hour-for-hour basis without regard to the employee's classification or hourly rate of pay.
- (c)** The Union President, or designee, is required to authorize any use of the Union Time Pool.
- (d)** The Union shall be permitted to allow two (2) members of the bargaining unit off on Union Time Pool to attend: 1) the annual Florida Professional Firefighters (FPF) Convention and convention-related seminars and/or 2) the biennial Convention of the International Association of Fire Fighters without regard for available vacation leave slots. Other employees wishing to take time away from their regular duties to use Union Pool Time at other times or for other events / education must request leave in advance, following the normal procedures for vacation leave time requests.

ARTICLE 5

DUES DEDUCTION

5.1 Any member of the Union who has submitted a properly executed written dues deduction authorization to the City Manager (or his designee) may have his membership dues in the Union deducted from his pay. Dues so deducted shall be transmitted to the Union after each pay period, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Union to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Union fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Union.

5.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and Medicare deductions;

Second, legally required child support payments;

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Union dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Union, and the Union will be responsible for collecting the dues that were not deducted.

5.3 The Union agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Union dues. The term officials as used herein, includes elected and appointed officials.

5.4 For purposes of this Article, the parties recognize that workers compensation indemnity payments are not paid through the City and the City will not be responsible for deducting or collecting Union dues from workers compensation indemnity payments paid to Union members.

ARTICLE 6

BULLETIN BOARDS

6.1 The Employer agrees to furnish wall space not to exceed twelve square feet in each work location for the Union to place a bulletin board, which shall be purchased at Union expense. The bulletin board will be consistent in style with the existing bulletin boards in the respective work locations.

6.2 The Union President, or designee, will be responsible for monitoring the bulletin board to assure that all postings are in compliance with the provisions of this article, and for removing outdated material. If the Union President delegates this responsibility, the Union will notify the Fire Chief, or his designee, of the name of the Union representative so designated.

6.3 One Union bulletin board will be used for postings related to both the <rank and file= and the <supervisory= bargaining units.

6.4 The Union bulletin board shall be used only for posting information related to Union business and activities. Examples of items which may be properly posted include but are not limited to: Union newsletters; notices of Union meetings; notices of recreational and social functions of the Union; information about Union elections, including contract ratification votes; reports of Union committees, and information about Union benefit programs.

6.5 No posting on the Union bulletin board shall contain any political advertisements or endorsements, or anything controversial, or anything reflecting adversely on the City, or any of its employees, officials, its constituents, or independent agencies, or anything which falls outside of the provisions of the City's Code of Conduct. No materials, notices, or announcements which violate the provisions of this article shall be posted.

6.6 Only Union officers or designated shift stewards are permitted to post notices on the Union bulletin board. Before posting, the Union officer or steward must obtain authorization to post from the Fire Chief or his designee. All postings shall bear the signatures of the Union President or designee and the Fire Chief or designee as proof that the item is an authorized posting. The Fire Chief will not unreasonably withhold approval of the posting of materials. The Employer may remove any item from the bulletin board that has been posted without having first obtained the appropriate signatures.

6.7 Union officers shall be allowed to disseminate information to bargaining unit employees through the use of City email, subject to the restrictions in Sections 6.4 through 6.6.

ARTICLE 7
LABOR MANAGEMENT COMMUNICATIONS

The parties recognize that good communications foster good labor management relations. The parties agree to meet with each other, upon the request of either party, to discuss items of interest to employees or to management. Provided that nothing in this article shall be interpreted to require either party to reopen negotiations on any subject covered by this Agreement during the term of this Agreement. Unless mutually agreed otherwise, the parties agree to meet a minimum of four (4) times per year. When such meetings are scheduled at the request of the Employer, up to three (3) employees who are Union representatives will be released from work without loss of pay (or compensated at their regular rate of pay if they attend the meeting on a day off). The Employer may authorize additional employees to attend on a paid basis if the Employer determines that the attendance of those employees is needed at the meeting.

ARTICLE 8

WAGES

8.1 Hourly Rates

- (a) The hourly rate of pay for all bargaining unit members on a 24/48 hour schedule will be determined by dividing their annual salary by 2,912, which shall be considered the number of annual working hours for employees on a 24/48 hour schedule. The hourly rate for all bargaining unit members assigned to a 40 hour schedule will be determined by dividing their annual salary by 2080.
- (b) Effective with the first full pay period following the implementation of the 24/72 shift schedule, the hourly rate of pay for all bargaining unit members shall be recalculated by dividing each employee's annual salary by 2184. The hourly rate for all bargaining unit members assigned to a 40-hour schedule will be determined by dividing their annual salary by 2080.

8.2 Pay rates for Fiscal Year 2024 - 2025 (October 1, 2024 through September 30, 2025).

(a) Step Plan Progression Increase for FY 2024 - 2025.

- 1. Unit members who remain employed as of the date of ratification of this amended Agreement shall receive an eight percent (8%) increase to their base pay (8% COLA), effective October 1, 2024. All unit members will progress one (1) step in the step plan shown in Appendix B this fiscal year.

(b) Pay Range Increases for FY 2025 - 2026.

- 1. Unit members who remain employed until October 1, 2025, of this amended Agreement shall receive a four percent (4%) increase in their base pay.
- 2. The new pay ranges, effective October 1, 2025, shall be:

Rank	Minimum	Maximum
Fire Fighter	\$55,590.00 \$25.45/hour	\$88,305.59 \$40.43/hour
Engineer	\$68,980.29 \$31.57/hour	\$107,496.05 \$49.21/hour
Lieutenant	\$76,274.09 \$34.92/hour	\$118,832.54 \$54.41/hour

(c) Pay Range Increases for FY 2026 – 2027

- 1. Unit members who remain employed until October 1, 2026, of this

amended Agreement shall receive a two percent (2%) increase in their base pay. Additionally, should the City grant General Employees a wage increase greater than 2%, unit members shall receive a wage increase equal to the amount granted to general employees above the member's initial 2%.

2. The new pay ranges, effective October 1, 2026, shall be:

Rank	Minimum	Maximum
Fire Fighter	\$56,145.90 \$25.71/hour	\$90,071.71 \$41.24/hour
Engineer	\$70,359.90 \$32.22/hour	\$109,618.43 \$50.19/hour
Lieutenant	\$77,799.57 \$35.62/hour	\$121,209.19 \$55.50/hour

8.3 Step Plans. The step plan for Firefighter, Engineer, and Lieutenant for FY 2024 - 2025 is shown in Appendix B. Progression through the step plans will only occur as provided in this article. There will be no further progression in the step plan beyond September 30, 2025, and the step plan will be discontinued and replaced by the use of the pay ranges list in this Article.

8.4 If the pay increases provided in this article cause an employee's pay level to exceed the maximum of the step plan, the excess amount over the maximum shall be paid as a one-time supplemental payment, not added to or included in the employee's base rate of pay but included in the employee's overtime rate of pay.

8.5 Eligible bargaining unit employees will be paid a longevity bonus under one of the following plans:

- (a) Longevity Plan 3 Eligible bargaining unit employees who have been employed at the City of Kissimmee for ten (10) years or longer as of December 1 are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 to 14 years service	\$300
15 to 19 years service	\$400
20 to 24 years service	\$500
25 or more years of service	\$600

In order to be eligible to receive this longevity bonus, an employee must be in good standing and must not have received any discipline higher than a written reprimand during the 12-month period preceding December 1.

- (b) Grandfather Clause 3 In lieu of the longevity plan set out in Section 8.7 (a), employees who have been continually employed with the City longer than five (5) years as of December 1, 1999, will be eligible for longevity pay equal to two percent

(2%) of their December 1999 annual salary upon completing 9 years of service. In order to receive this longevity bonus, the employee must receive an “effective” level (or its equivalent) or higher evaluation score and must not have received any discipline higher than a written reprimand during the 12-month period preceding December 1. The 1999 bonus level will continue unless the plan level in Section 8.7(a) would increase the employee’s bonus amount. Longer term employees receiving longevity pay based on more than 2% of their 1999 salary will continue to receive that dollar amount unless the longevity pay under Section 8.7 (a) plan is greater.

8.6 Employees who hold the following certifications, licenses, or designations and submit proof to the employer thereof by September 30th will be paid an incentive during the month of December for the calendar year past. Partial year certifications submitted by September 30th will be paid a prorated incentive based upon the number of months of certification divided by 12.

In cases of pro-rata incentive payments, the amount due will be calculated using the following:

- Certifications must be earned on or before the 15th of the month in order for an employee to be eligible for the incentive that month.
- Newly hired employees who are eligible for an incentive shall receive the incentive for the first month of employment only if the employee began work on or before the 15th of the month.
- Terminated employees who are eligible for the incentive will be paid the incentive for the last month of employment if they remain employed through the 16th of the month. Employees who leave service on the 15th of the month or sooner will not receive the incentive payment for the last month of service.

To receive these incentives, an employee must be actively providing services as a firefighter, as defined in Section 112.81(1), Florida Statutes. An employee who is injured in the line of duty and temporarily unable to provide services will be considered to be actively providing services for the purposes of this article. If an employee is actively providing services for less than an entire year, the incentive will be prorated, based on the employee’s term of service.

Employees must be employed in the Fire Department on September 30 to be eligible to receive the applicable incentive(s) during the month of December.

If an eligible employee terminates his or her employment on or after October 1, the employee is eligible to receive a pro-rated portion of their applicable incentive(s) based upon the number of months that the employee both worked and held the certification. The incentive pay will be requested on the termination PAF at the time of the employee’s termination. The employee’s name will still be included on the incentive Pay listing sent to Finance, but a memo attached to the listing will state that the employee has already received the incentive, in order to assure that the incentive is not paid twice.

- (a)** The following certifications, licenses, or designations are compensated as long as maintained by the employee.

Fire Inspector Certificate

\$500.00 per year

Fire Instructor Certificate \$500.00 per year

- (b) The following certifications, licenses, or designations are compensated as long as maintained by the employee and the employee is actively involved with the delivery of these programs as determined by the Fire Chief or his/her designee.

CPR Instructor	\$300.00 per year
ACLS Instructor	\$500.00 per year
Paramedic Training Officer (PTO)	\$2.50 per hour
Paramedic Preceptor	\$1.25 per hour
SCBA Service Technician	\$500.00 per year
Live Fire Training Instructor (LFTI)	\$750.00 per year
Live Fire Training Instructor 2 (LFTI2)	\$1250.00 per year ¹

For the purposes of this article, a Paramedic Training Officer (PTO) is an individual selected by, and acting under the supervision of the Medical Director, to train, mentor, and supervise KFD employees who are seeking paramedic status as described in Section 8.9. Employees will be paid this per-hour rate in their regular paycheck.

The designation Paramedic Preceptor is limited to individuals who are not on probation and have been a KFD paramedic for a minimum of one (1) year and are precepting institutional paramedic students regardless of where they are in their program. Employees will be paid this per hour rate in their regular paycheck.

For the purposes of this article, a Live Fire Training Instructor (LFTI) or (LFTI2) is an individual who holds a current State of Florida LFTI certification through the Bureau of Fire Standards and Training.

- (c) The following departmental designations are compensated as long as maintained by the employee, provided the employee holds course completion certificates at the Technician Level for the following State of Florida approved courses: Rope Rescue, Confined Space, Vehicle/Machinery Rescue, and Trench Rescue. For Hazardous Materials Technician, the employee must maintain a current State of Florida Hazardous Materials Technician certification.

Special Operations Technician who holds the class certificates as currently written and is permanently assigned to a Special Operations unit (Currently Squad 11/Rescue 11 and Tower 11/Rescue 15): \$1,000 per year

Special Operations Technician not permanently assigned to a Special Operations Unit: \$500.00 per year

Hazardous Materials Technician \$500.00 per year

¹ Not to be compounded with LFTI Certification. An employee who is eligible for LFTI 2 incentive shall not receive the LFTI incentive.

Management reserves the right to change what units are designated Special

Operations units and at which Fire Stations they are located.

8.7

- (a) All certified paramedics cleared to function in solo status will receive an annual paramedic incentive in the following amount, in addition to their base rate of pay as set forth in the step plan included in the appendix to this Agreement.

Engineers & Lieutenants \$10,500

Firefighter Paramedics \$10,500

Beginning October 1, 2023, Unit Members assigned to the medic position on a Rescue will receive an additional \$1.00 an hour while in that assignment.

The incentive will be paid as “additional pay” and will be divided over twenty-six (26) pay periods per annum.

- (b) An employee will be entitled to the paramedic incentive when he/she successfully completes the skills assessment as prescribed by the Medical Director. The determination of whether an employee has successfully completed the prescribed skills assessment shall rest solely with the Medical Director and shall not be subject to the grievance or arbitration provisions of this Agreement.
- (c) If successful completion of the skills assessment is achieved on the first attempt within ninety (90) calendar days of the date of state paramedic certification (in the case of existing employees), or of the date they are assigned to shift (in the case of new hires), then the incentive will be applied retroactively back to the date of certification (for existing employees) or the date assigned to shift (for new hires). If successful completion of the skills assessment is not achieved on the first attempt, but is achieved on a later attempt, the incentive will be effective as of the date of the immediately previous attempt of the skills assessment²

- 8.8** Lieutenants assigned to Administration will receive a \$5.00 per hour incentive for all time worked in Administration.

- 8.9** In the event the City does not implement the move to the 42-hour (24/72) schedule by October 1, 2026, the parties shall immediately schedule bargaining for negotiating wage increases to include reimplementation of the Step Plan.

² If the date of the skills check-off is delayed through no fault of the employee, the ninety (90) day window will be extended.

ARTICLE 9
OUT OF CLASSIFICATION

9.1 When an Engineer, Lieutenant, or Battalion Chief is unavailable, qualified personnel may ride out of grade (“ride up”) on a temporary basis to fill the vacancy. The Employer shall designate the person who will “ride up.”

9.2 Employees will be required to meet the minimum qualifications to “ride up” as defined in the SOGs.

9.3 Any employee assigned out-of-class (“ride up”) for training purposes shall be supervised by a qualified employee. The employee assigned out of class (“ride up”) for training purposes shall receive his/her normal rate of pay during the training assignment.

9.4

- (a)** Employees working above their pay grade as an Engineer will receive a \$2.00 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).
- (b)** Employees working above their pay grade as a Lieutenant will receive a \$2.50 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).
- (c)** Employees working above their pay grade as a Battalion Chief will receive a \$3.00 per hour “ride up” incentive (except for persons who are in training as set out in Section 9.3).

9.5 Absent an emergency situation, employees may not “ride down” in a lower rank to meet minimum staffing requirements.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Scheduling.

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:
- 24-hour shift -- The 24-hour shift schedule shall consist of an average 56 hour work week (averaged on an annual basis at 2,912 hours per year), with each week divided into three shifts (A, B, and C shift). The work schedule for each shift shall be 24 hours long. These shift employees will be scheduled to work for 24 hours, and then have 48 hours off. The start time for each shift is 7:30 a.m.
 - 24-hour shift – Effective with the first full pay period following implementation of the 42-hour work week (24/72) schedule, the 24 hour shift schedule shall consist of an average 42-hour work week (averaged on an annual basis at 2,184 hours per year), with each week divided into four (4) shifts (A, B, C and D shift). The work schedule for each shift shall be 24 hours long. These shift employees will be scheduled to work for 24 hours long and then have 72 hours off. The start time for each shift is 7:30 a.m.
 - 40-hour employees 3 These employees will be scheduled to work a 40 hour per week schedule (2,080 hours per year). Employees may be temporarily assigned to a 40 hour per week work schedule. The Employer has the right to determine the starting and quitting time of each 40-hour employee.
- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each shift or Battalion, in compliance with Article 19 Staffing.
- (c) The Fire Chief or his designee, may reassign or transfer any employee, particularly in cases of emergency or when operational needs require that specific employees be selected. However, the Fire Chief may, at his option, first ask for volunteers. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule/shift change. If there are more volunteers than needed, the Employer will select the volunteer(s) with the highest seniority. Subject to the provisions of this subsection, the Employer shall determine which employees are to be assigned to each shift or work schedule.
- (d) The Employer will notify the affected employee(s) at least forty-eight (48) hours in advance of any changes in the employee's regular work schedule or shift assignment, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.

- (e) The Employer may adjust an employee's starting or quitting time or scheduled workdays within a work period in order to avoid or minimize overtime pay where a pre-planned or scheduled change in the employee's normal working schedule could otherwise result in overtime pay. Examples where the employer is permitted to adjust work schedules under this provision include but are not limited to:
- adjustments to accommodate training schedules;
 - adjustments to accommodate the transfer of employee(s) from one shift to another (e.g. A shift to B shift);
 - adjustments to accommodate the transfer of employee(s) from one work schedule to another (i.e., 56-hour schedule to 40-hour schedule, or vice-versa);

However, because of the nature of the work of the Fire Department, employees are sometimes called out near the end of the shift to respond to fire alarms or calls for emergency medical services. Because of the need to provide prompt, effective, and professional service to the citizens of Kissimmee, the crew may sometimes need to stay later than the normal end of the work shift to complete work on the call. In addition, employees are sometimes required or asked to work an additional shift or work an extra duty assignment. Nothing in this subsection is intended to allow the employer to require an employee in such a situation to work fewer hours on another shift in order to avoid or minimize the payment of overtime compensation.

- (f) Except in case of emergency as decided by the Fire Chief (or his designee) or Battalion Chief, no employee shall work more than 48 consecutive hours. After 48 consecutive hours of work, the employee must receive at least 8 hours off before again reporting for work.

10.2 Overtime Pay

- (a) Employees will be paid overtime compensation as provided for by the Fair Labor Standards Act, as the same may be amended from time to time. For purposes of calculating overtime, the Employer uses a 14-day work period, with employees generally being entitled to overtime for all hours worked over 106 hours in the 14 day period.
- (b) Employees will be paid overtime compensation as provided for by the Fair Labor Standards Act, as the same may be amended from time to time. For purposes of calculating payroll the Employer uses a 28-day period.
- (c) Following the first full pay period after implementation of the 42-hour work week (24/72) schedule, all over-shift hours worked in each 14-day pay cycle shall be paid as straight time for the first 10 over-shift hours and all additional over-shift hours beyond 10 in a 14-day cycle paid at time-and-a-half. However, if sick leave hours have been utilized within the 14-day pay cycle the employee would have to work that same number of over-shift hours plus the 10 additional over-shift hours before reaching the time-and-one-half threshold.
- (d) For work performed outside of the regular work schedule to be considered as time worked for purposes of overtime pay calculations, the employee must be told or

permitted to work in advance by a management official (acting Battalion Chief or higher). No employee may authorize overtime for himself/herself.

- (e) Overtime will be compensated by overtime pay calculated at a rate of one and one-half times the employee's regular rate of pay for each hour of overtime worked. Alternately, with the mutual consent of the employer and employee, the employer will award the employee compensatory time at the rate of one and one-half hours of leave for each hour of overtime worked, in lieu of overtime pay.
- (f) Employees may only accrue unused compensatory time up to a maximum of 480 hours. When an employee accrues the maximum possible compensatory leave, the employee shall be paid for all overtime hours at a rate of one and one-half times the employee's regular rate of pay. The Employer can require an employee to use accrued compensatory leave, provided the employee is given at least 48 hours advance notice. Accrued compensatory time must be used before using accrued vacation leave.
- (g) Time spent on vacation leave and compensatory time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation. For Administrative Lieutenants, time spent on vacation leave, holiday leave, and compensatory time shall be considered hours worked for purposes of overtime calculation.

10.3 Scheduling Overtime

- (a) The Employer shall use a seniority/overtime list to distribute overtime assignments, except where operational needs require that the Employer call on a certain employee or group of employees.
- (b) The Employer shall maintain a seniority/overtime list by rank for each shift. The overtime lists shall list each person in a particular rank on the shift in order of seniority, from most senior to least senior. Overtime shall be offered to the applicable employee on the off-going shift first. As each employee is asked, his/her name shall be placed at the bottom of the overtime list, whether he or she accepts the overtime or not. An employee's name will not be moved to the bottom of the overtime list if the employee is unable to accept the overtime assignment because of a commitment to work a previously approved time exchange, or because of any other scheduling commitment previously authorized by the Employer. If there are not enough volunteers from the off-going shift, then the employees on the other non-duty shift shall be offered overtime in the same manner. If there are still not enough volunteer personnel to work the overtime, the employer will require employees to work overtime. The Employer will go to a separate Mandatory List to assign the overtime. The Mandatory List will be in reverse order of the regular overtime list from the junior fire fighter to the senior lieutenant. The overtime will be assigned in order of the list. As an employee receives mandatory overtime, he/she will be marked off and the list will be picked back up at that mark for the next occurrence of mandatory overtime. Due to staffing needs it may be required

to move down the list to mandatory an employee for a position that needs filled such as lieutenant, engineer, or paramedic.

- (c) The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who is willing to work the overtime.

10.4 Rounding for Pay Calculations

Time worked will be rounded up to the next quarter hour for payroll computation purposes.

10.5 Call Back Pay

An employee who is called back into work after he/she has been relieved from duty and has left the Fire Department work location is entitled to a minimum of two hours of pay at the applicable rate.

10.6 SERP deployment crew personnel on any deployment will be paid at a daily rate of a full 24 hours from time of activation to the time of demobilization, not just “work hours.” This agreement is based upon the parties’ understanding of relevant FEMA rules for reimbursement as of May 26, 2021. In the event of a change in FEMA or State Fire Marshal rules affecting this agreement, the parties will return to the bargaining table to address the change.

10.7 Maximum Time Away From Work

No employee may be out of work on vacation, exchanges of time, comp time, or any other type of leave for a period longer than 42 days except as approved by the Fire Chief or their designee. Employees shall work a minimum of 7 shifts upon their return before being granted the approval to use any form of leave.

ARTICLE 11

COMPENSATORY TIME

11.1 In accordance with FLSA regulations, and with the mutual consent of the employer and employee, employees may be granted compensatory time off in lieu of overtime pay. An hour and one-half of compensatory time will be accrued for each hour of overtime worked.

11.2 The maximum amount of compensatory time that may be accrued is 480 hours.

11.3 Use of Accrued Compensatory Time

- (a)** Employees wishing to use accrued compensatory time shall make a request to their Battalion Chief at least 48 hours in advance of the time that the employee wishes to use the leave time.
- (b)** Requests for unplanned use of compensatory leave shall be made to the battalion chief before 1930 hours the evening before. Such requests shall be granted on a first-come, first-serve basis and shall be approved based on the operational needs of the shift or division for the time period requested as determined by the Fire Chief or designee.
- (c)** Accrued compensatory time must be used before using accrued vacation time.

11.4 Payout of Compensatory Time

Upon termination of employment for any reason (resignation, retirement, layoff, dismissal), employees shall be paid for all accrued compensatory time at the employee's rate of pay at the time of the separation.

ARTICLE 12 **HOLIDAY LEAVE**

Twenty-Four Hour Shift Employees

12.1 Bargaining unit employees who work 24-hour shifts may be scheduled to work on City recognized holidays and shall be compensated for holidays via a fire holiday leave accrual.

12.2 Holiday Accrual

Twenty-four-hour shift employees will accrue and utilize fire holiday leave as follows:

- (a)** Effective October 1, 2023, 24-hour shift employees who are employed as of January 1, will accrue 252 hours of “fire holiday leave” on January 1. The 252 hours are composed of 12 hours for each of the eleven (11) “City recognized holidays” (132 hours) and 12 hours for each of the ten “City additional holidays” (120 hours).
- (b)** Effective January 1, 2026, shift employees will accrue 63 hours of “fire holiday leave” for the first quarter of the 2026 calendar year.

Effective April 1, 2026, if the 42-hour work week schedule has been implemented, employees will accrue an additional 126 hours of “fire holiday leave” for the 2026 calendar year. However, if on April 1, 2026, the 42-hour work week schedule has not been implemented, employees shall accrue an additional 189 hours of “fire holiday leave” for the 2026 calendar year.

Once the 42 hour work week schedule has been implemented shift employees will accrue 168 hours of “fire holiday leave” annually on January 1.

- (c)** Twenty-four-hour shift employees who are hired after January 1 will be credited with a quarterly prorated number of “fire holiday leave” hours, according to the following schedule:

Quarter Hired	Leave Credited
Jan-Mar	All holiday leave
Apr-Jun	2/3 holiday leave
Jul-Sept	1/3 holiday leave
Oct-Dec	No holiday leave

12.3 Use of Holiday Leave Hours

Employees may use their fire holiday leave hours under the same terms and conditions as vacation leave. However, any employee who terminates employment with less than five (5) years service with the Department, who has used more than half of his/her accrued fire leave hours in the six-month period preceding termination of employment, will be required to reimburse the City for any hours used in excess of fifty percent of his/her total accrued holiday leave hours. The reimbursement will be taken from any compensation owed to the employee at termination. If the

amount of compensation owed is insufficient to reimburse the City for the amount owed, the employee will be required to reimburse the City out of pocket.

12.4 Any fire holiday leave hours that are not used by the end of the calendar year are forfeited, and the accrued but unused time cannot be liquidated for cash. Employees who separate their employment with the City shall not be compensated for any accrued but unused fire holiday leave.

12.5 Cancellation of Previously Approved Holiday Leave

- (a) An employee may cancel previously scheduled fire holiday leave by providing written notice to his or her battalion chief, at least forty-eight (48) hours prior to the commencement of such leave.³ Except in the case of the actual date of a holiday which is recognized by the City (as opposed to the date on which it is observed), fire holiday leave may be cancelled by the employee with less than forty-eight (48) hours written notice upon mutual agreement of the employee and his or her battalion chief.
- (b) The Fire Chief or his designee may, at any time, cancel an employee's previously scheduled fire holiday leave in case of an emergency or circumstances beyond the control of the Fire Department.

Forty Hour Non-Shift Employees

12.6 Holiday Leave

- (a) Bargaining unit employees who work a forty-hour non-shift schedule are not scheduled to work on the observed City recognized holidays and shall be compensated for holidays via holiday leave. When a City recognized holiday falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.
- (b) In addition, on January 1, forty-hour non-shift employees will accrue ten (10 eight-hour days (eighty (80) hours total) of <additional holiday=. This replaces the provisions on the same subject of CP303.03 Employee Compensation, Benefits, & Leave (Holidays).
- (c) Forty-hour non-shift employees hired after the first day of January will be credited with a pro-rated amount of additional holiday according to the following schedule:

³ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

Quarter Hired	Leave Credited
Jan-Mar	All additional holiday leave
Apr-Jun	2/3 additional holiday leave
Jul-Sept	1/3 additional holiday leave
Oct-Dec	No additional holiday leave

12.7 Employees may use their additional holiday leave hours under the same terms and conditions as vacation leave.

12.8 Any additional holiday leave hours that are not used by the end of the calendar year are forfeited, and the accrued but unused time cannot be liquidated for cash. Employees who separate their employment with the City shall not be compensated for any accrued but unused additional holiday leave.

12.9 Cancellation of Previously Approved Leave

- (a) An employee may cancel previously scheduled additional holiday leave by providing written notice to his or her battalion chief, at least forty-eight (48) hours prior to the commencement of such leave.⁴
- (b) The Fire Chief or his designee may, at any time, cancel an employee's previously scheduled leave in case of an emergency or circumstances beyond the control of the Fire Department.

⁴ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

ARTICLE 13
VACATION LEAVE

13.1 Eligibility

- (a) All permanent, full-time employees will accrue vacation leave in accordance with the provisions of this article.
- (b) Probationary employees will accrue vacation leave monthly from their initial date of hire but are not authorized to use the accrued vacation leave until they have completed six months of service.

13.2 Accrual

- (a) Employees working a fifty-six (56) hour work week (24/48) shall accrue vacation leave based on the following schedule:

<u>Years of Continuous Service w/City</u>	<u>Annual Accrual</u>
Initial hire through 5-year anniversary	5 24-hour shifts
6th year through 10th anniversary	6 24-hour shifts
11th year through 15th anniversary	7.5 24-hour shifts
16th year through 20th anniversary	8.5 24-hour shifts
After 20 years or more	10 24-hour shifts

- (b) Employees working a forty-two (42) hour work week (24/72) shall accrue vacation leave based on the following schedule:

Years of Continuous Service w/City	Annual Shifts	Monthly Accrual Hours
Initial hire through 5-year anniversary	4	8
6th year through 10th anniversary	5	10
11th year through 15th anniversary	6	12
16th year through 20th anniversary	7	14
After 20 years or more	8	16

1. Effective on the first full pay period following the implementation of the 42-hour work week (24/72), the accrual rates for annual leave shall match those listed in subsection (b) for all current shift employees and those shift employees hired after the implementation of the 42-hour work week.
2. Any shift employee with vacation hours in excess of their Maximum Accrual, as defined in subsection (d) and calculated using the accrual rates in subsection (a), shall have such excess hours automatically liquidated for cash at the employee's regular hourly rate in effect as of the close of the pay period of the final day of the use of the 56-hour work week (24/48).

Payout eligibility shall be determined solely based on the vacation balance officially recorded as of the close of the pay period of the final day of the use of the 56-hour work week (24/48). Adjustments to vacation accruals made after this date shall not alter the amount paid.

This payment shall be deemed final compensation for those hours and shall not be subject to any subsequent retroactive pay adjustments, including but not limited to changes to base pay, cost-of-living increases, or collectively bargained wage increases.

- 3. Once all excess hours as defined in subsection (b)(2) have been liquidated, and effective in the first full pay period following the implementation of the 42-hour work week (24/72), all remaining vacation accruals shall be adjusted based on the shift employee’s percentage of accruals earned towards the maximum allowed balance. (i.e., An employee who is at 75% of the 24/48 maximum accrual balance would be adjusted to 75% of the 24/72 maximum accrual balance as defined in 13.2(d) below).

- (c) Employees working a forty (40) hour weekly schedule shall accrue vacation leave based on the following schedule:

<u>Years of Continuous Service w/City</u>	<u>Annual Accrual</u>
Initial hire through 5-year anniversary	6.66 hours (10 days per year)
6th year through 10th anniversary	8.0 hours (12 days per year)
11th year through 15th anniversary	10.0 hours (15 days per year)
16th year through 20th anniversary	11.33 hours (17 days per year)
After 20 years or more	13.33 hours (20 days per year)

- (d) **Maximum Accrual** - Employees may accrue up to three (3) times the employee’s current annual accrual rate. However, in the event that an employee leaves City employment, he or she will only be eligible for payment for a maximum of two (2) times the employee’s current annual rate (e.g., an employee with 8 years of service would only be paid for a maximum of 288 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

13.3 Selection of Vacation Dates

- (a) Between November 15 and December 15 of each calendar year, the employer will confer with the employees by seniority to review the employees’ requests for vacation dates for the period from January 1 to December 31 of the following year. Employees who advise the employer of their preferred vacation dates during that time period will have those requests reviewed and approved based upon the employee’s seniority as defined in Article 18 of this Agreement, and the operational needs of the shift for the time period requested in accordance with the following procedure:

- 1. The Employer will prepare a <vacation calendar= for the year, or other documentation, which indicates the number of employees on each shift and/or job classification that can be on vacation at one time, based on the operational needs of the department.

2. For vacations to be taken in odd years, the Employer will confer with each employee about the employee's selection of vacation dates in order of seniority in rank. For vacations to be taken in even years, the Employer will confer with each employee about the employee's selection of vacation dates in order of seniority within the department.

3. The Employer and the employee may confer by telephone, e-mail, or any other mutually agreed method of communication. The employee will be able to review the vacation calendar to determine which dates are available for selection. After reviewing available dates, the employee will advise management of his/her selection.

4. If the dates selected by the employee are available, the Employer will note the employee's selection of those dates on the vacation calendar. This information will be available to all employees reviewing the vacation calendar, so that they know which dates remain open for selection. The Employer will then confer with the employee with the next highest seniority about selection of vacation dates and continue in like manner until all employees have selected their preferred vacation dates.

5. During the priority vacation selection period, from November 15 to December 15, employees will be limited to the greater of the amount of unused vacation the employee has accrued as of the day of selection, or one (1) year of vacation accrual at the employee's current rate of accrual. However, employees may split the use of their vacation time into two time periods, provided that no time period requested shall be less than a minimum of 24 hours (one shift) and the total request shall not exceed a maximum of 5 consecutive 24-hour shifts. The Employer will confer with employees by seniority to obtain the first choice requests for use of vacation time from each employee. Once all employees have had the opportunity to make a first choice, the Employer will confer with employees by seniority to obtain any second choice requests. Second choice requests will be reviewed and approved in the same manner as first choice requests (based on the employee's seniority in employment with the City, and the operational needs of the shift for the time period requested.) Once all employees have had the opportunity to make a second choice, the Employer will review and approve third choice requests, and will continue in like manner until all requests have been reviewed.

(b) Requests for vacation dates that are submitted after December 15 shall be reviewed on a first come, first serve basis, and approved based on operational needs of the shift for the time period requested. In the event that two or more requests for the same time are received on the same date, the employee having higher seniority in employment with the City shall be given priority.

(c) Requests to take vacation time must be in increments of 24-hour shifts for shift employees, except that when vacation time is being used to attend school the request may be for less than 24 hours, when permitted by the employee's Battalion Chief

(d) Requests to take vacation time in the following December may continue into January as long as the time is continuous. (Example: In December 2004, an employee requests to take vacation time beginning on December 27, 2005, and continuing until January 10, 2006. This request is permissible, even though it extends past the normal vacation request period, because the request begins in December and continues into January without interruption.)

13.4 Unplanned Use of Vacation Leave

(a) Unplanned use of Vacation Leave specifically covers requests other than the selection of vacation dates pursuant to Section 13.3.

(b) Except with the approval of the Fire Chief their designee, vacation leave shall be taken in segments of not less than twelve (12) hours.

(c) An employee requesting use of vacation leave shall complete the Payroll Exception Form, get it approved by their immediate supervisor, and submit it to their Battalion Chief at least 48-hours in advance of the leave that the employee requested.

(d) Requests for unplanned use of vacation leave shall be made to the employee's Battalion Chief before 1930 hours the evening before. Such requests shall be granted on a first-come, first-serve basis, (with the exception of Section 13.3) and shall be approved based on the operational needs of the shift or division for the time period requested as determined by the Fire Chief or designee.

(e) The parties agree that Section 13.4 can be reopened for negotiation by either party at any time during the term of this Agreement should it be demonstrated that Section 13.4 causes undue hardship on either party. The agreement shall remain in effect as written until such negotiations are completed.

(f) Employees may not use vacation leave in lieu of sick time when their sick leave accruals are fully depleted unless the absence qualifies under the Family & Medical Leave Act (FMLA), or the employee provides written documentation from a healthcare provider excusing them from duty. Medical documentation must be submitted to the employee's Battalion Chief on their next scheduled shift.

13.5 Upon separation from employment in good standing, employees who have at least six months of service with the City will be paid at the employee's regular hourly rate of pay in effect on the date of separation for vacation leave accrued and not taken at the employee's regular hourly rate of pay.

This payment shall be deemed final compensation for those hours and shall not be subject to any subsequent retroactive pay adjustments, including but not limited to changes to base pay, cost-of-living increases, or collectively bargained wage increases.

13.6 Cancellation of Previously Approved Vacation Leave

- (a)** An employee may cancel previously scheduled vacation leave by providing written notice to their Battalion Chief, at least forty-eight (48) hours prior to the commencement of such leave.⁵ Except in the case of the actual date of a holiday which is recognized by the City (as opposed to the date which it is observed), vacation leave may be cancelled by the employee with less than forty-eight (48) hours written notice upon mutual agreement of the employee and his or her Battalion Chief.
- (b)** The Fire Chief or their designee may, at any time, cancel an employee's previously scheduled vacation leave in case of an emergency or circumstances beyond the control of the Fire Department.

⁵ Email is acceptable to expedite the required notice. However, the email must be followed up with a signed memorandum for documentation.

ARTICLE 14

SICK LEAVE

14.1 Sick Leave Accrual

- (a) Employees shall accrue sick leave at the rate of twelve (12) hours per month.
- (b) Employees may accrue up to 720 hours of sick leave.
- (c) Effective on the first full pay period following implementation of the 42-hour work week (24/72) schedule, shift employees' sick leave accruals shall be at the rate of nine (9) hours per month. Employees may accrue up to 540 hours of sick leave. Shift employees' existing accrued sick leave will be converted to the 42-hour work week schedule based on a percentage of the maximum accrual balance. For example, if the employee is at 75% of the 720 maximum accrual balance, the new accrual balance will equal 75% of the 540 maximum accrual balance.

14.2 Employees may use sick leave under the following circumstances:

- (a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury;
- (b) When the employee is not able to work because of the need to attend to a child or spouse who is ill;
- (c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.);
- (d) When the employee or his/her child has an appointment with a physician or dentist.

14.3 Authorization for Sick Leave

- (a) To be eligible for sick leave, an employee must notify the on-duty Battalion Chief no later than 2200 hours the evening before to between the hours of 0600 and 0630 the morning of their scheduled shift if they cannot report to duty due to illness. An employee will not be paid sick leave for any day that the employee fails to timely notify the on-duty Battalion Chief of his/her intended absence. An employee who reports sick prior to the beginning of a shift will be charged for a minimum of twelve (12) hours of sick leave. An employee must notify the on-duty Battalion Chief each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) work days, in which case the expected duration of the absence will be communicated to the on-duty Battalion Chief. Employees who are absent for more than one work week shall notify the on-duty Battalion Chief of

their status at least once each week.

- (b) Employees shall schedule physician, dentist, optometric, and similar medical appointments (including appointments for children) on their off-duty days. Sick leave will not be approved if the reason why the appointment or visit could not be scheduled on an off-duty day is attributable to the employee. If it becomes necessary, through no reason attributable to the employee, to take time off for a medical appointment, the employee requesting sick leave shall be required to provide the Battalion Chief with an explanation of why the appointment or visit could not be scheduled on an off-duty day. The scheduling conflict must not be attributable to the employee for sick leave to be approved. In any event, if approved, the employee must take the sick leave in either twelve (12) hour increments from 0730 hours to 1930 hours or 1930 hours to 0730 hours, or eight (8) hour increments from 0730 hours to 1530 hours or 1530 hours to 2330 hours or 2330 hours to 0730 hours, unless otherwise approved by the Battalion Chief.
- (c) The Employer is responsible for authorizing sick leave in every instance and may verify that the reasons for use of sick leave are valid and in accordance with this article.

14.4 Medical Certificates

- (a) (a) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for sick leave of any duration if the employee in question has demonstrated a pattern of absence from duty and has been advised in writing that a certificate would be required as a result.
- (b) For planning purposes, when an employee or the Employer expects the employee to be absent due to illness or injury for more than five (5) shifts, the Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury.
- (c) Certification to Return to Work -The Fire Chief may require any employee who is absent for two (2) or more consecutive shifts, or who has suffered an injury or undergone surgery, to provide a medical certificate stating that the employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his/her return to work.
- (d) The employee is responsible for paying any costs associated with obtaining the medical certificates and/or statements required by this section.

14.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave. However, when an employee provides proof that he/she was admitted on an overnight basis to a hospital for a serious illness or injury that effectively ended the employee's ability to use his/her vacation time for vacation purposes, the employee will be permitted to substitute sick leave for vacation leave.

14.6 Paid sick leave is a privilege accorded to employees who are not able to perform duties for the Employer due to illness or non-work related injury. An employee on sick leave shall normally be required to stay at his/her residence or authorized location during his/her normal tour of duty, except for:

- (a) obtaining professional medical treatment; or
- (b) performing physical therapy and/or exercise prescribed in writing by his or her physician as part of his or her recovery/treatment plan., in which case a copy of the prescription must be submitted to his or her Battalion Chief prior to commencing such activity; or,
- (c) a visit to a pharmacy to fill a prescription for treatment of the condition that keeps the employee from reporting to work.

The Employer recognizes that there will be valid circumstances whereby an employee may not be able to perform duties for the Employer due to illness or non-work related injury but may nonetheless be ambulatory. In those circumstances, the employee shall inform the Battalion Chief of the particular circumstances. The Battalion Chief shall review the circumstances to determine whether the employee will be required pursuant to this provision to stay at his/her residence during the employee's normal tour of duty.

14.7 Medical Leave buy-back will be in accordance with City policy.

14.8 Under no circumstances will sick leave use be permitted for elective cosmetic surgery not specifically covered in the City of Kissimmee healthcare provider agreement. However, sick leave may be used for elective eye surgery.

ARTICLE 15
PENSION PLAN

15.1 Bargaining unit employees will continue to participate in the existing Fire Department Pension Plan as in effect on the date of the ratification of this Agreement.

15.2 Effective as soon as practical following the ratification of this Agreement, the Fire Department Pension Plan ordinance shall be amended to provide for the following changes:

- (a)** The plan shall be revised to reflect the ability for members to enter the DROP at any time after they qualify for normal retirement benefits under the plan.

15.3 The definition of “salary” in the Firefighters’ Retirement Plan shall exclude payments for overtime worked in addition to the normal work assignment in excess of 300 hours per calendar year.

ARTICLE 16
TUITION REIMBURSEMENT

16.1 The City may, within available funds and budgetary restraints, reimburse up to one hundred per cent (100%) of the tuition costs incurred by an employee taking approved courses of instruction in pursuit of an approved degree or diploma at an approved institution of higher learning. Approval will be determined by the City Manager, Fire Chief, and Human Resources & Risk Management Director. Nationally and regionally accredited institutions may be authorized for use under this article.

16.2 The following items outline requirements and/or stipulations placed on the reimbursement of an employee's tuition expenses:

- (a) The employee must be a full-time, regular employee throughout the duration of the coursework.
- (b) Educational training can include Associate, Bachelor, or at the City Manager's discretion, Master's degree coursework.
- (c) Tuition reimbursement for each class within the educational program will be restricted, based on its relationship to the job held by the employee and its degree of value to the City, as determined by the Employer.
- (d) Notice to Employer:

1. For budget planning purposes, any employee interested in obtaining tuition reimbursement must turn in a preliminary notice of intent to request tuition reimbursement to the Fire Chief by April 1 for the following fiscal year (October 1 to September 30). This preliminary request does not need to identify the specific course the employee plans to take. Employees turning in this preliminary request form are not obligated to attend class.

2. At least 30 days before the date the employee intends to enroll in a class, employees seeking tuition reimbursement must apply using forms developed by the Employer. Employees must submit a separate form for each class taken. Requests for tuition reimbursement for master's degree courses must be accompanied by a memorandum to the City Manager justifying the applicability of the coursework to the employee's current position with the City.

(e) Subject to the percentage limits set out in Section 16.2(f), tuition reimbursement will be made at the rate of tuition per credit hour at the University of Central Florida or Valencia College, whichever is applicable. If a course of study is not available at a state institution, tuition assistance may be authorized for a course taken at a private college. However, the rate of reimbursement will still be the rate of tuition per credit hour at the University of Central Florida or Valencia College, whichever is applicable. The maximum amount of tuition reimbursement available under this article is \$1,300 per fiscal year.

- (f) The employee must receive a satisfactory passing grade (Pass in a pass-fail system, or a grade of “C” or above in a graded system) in order to receive any tuition reimbursement. Subject to the limits set out in Section 16.2(e), the following percentage of tuition will be reimbursed upon receipt of proof of grade and tuition payment:

Grade of A (or pass)	100% of amount allowed for in Section 16.2(e)
Grade of B	100% of amount allowed for in Section 16.2(e)
Grade of C	75% of amount allowed for in Section 16.2(e)

- (g) Payment of the tuition reimbursement amount will be made when the employee provides proof of payment of the tuition and copies of his/her grade for the course to the Human Resources & Risk Management Department.

- (h) There will be no reimbursement for textbooks, supplies, incidental fees, or late fees.

16.3 Any employee using the tuition reimbursement program will reimburse the City for tuition expenses in the event that the employee does not remain employed with the City for a designated period after course completion.

- (a) The applicable time periods are:

1. Employees taking classes to meet the requirements for an associate degree shall be required to reimburse the City for tuition expenses paid by the City if the employee does not remain employed for at least two years following the date that the course ended.

2. Employees taking classes to meet the requirements for a bachelor’s degree or master’s degree shall be required to reimburse the City for tuition expenses paid by the City if the employee does not remain employed for at least four years following the date that the course ended.

- (b) In the event that an employee must return funds to the City under this provision, the amount that the employee is required to return will be calculated on a pro-rata basis as follows:

1. The employee will be required to pay 50% of the amount for each year of service not completed for those classes where the employee is expected to stay at the City for at least two years;

2. The employee will be required to pay 25% of the amount for each year of service not completed for those classes where the employee is expected to stay at the City for at least four years.

16.4 Employees are required to use off-duty time to attend any course of instruction that is not required by the City.

ARTICLE 17
SAFETY, HEALTH, AND JOB RELATED INJURIES

17.1 Safety Equipment

The City will continue to provide proper and necessary safety equipment and devices for employees engaged in hazardous work. When such equipment and devices are provided, they must be used. Failure by employees to utilize provided equipment may result in disciplinary action and loss of workers' compensation benefits.

17.2 Employee Safety Awards

The City may institute employee safety award programs. Safety awards may be made either to groups or to individuals and will normally be made in recognition of praiseworthy or outstanding safety performance.

17.3 Accident Reporting

- (a) All employees are responsible for immediately reporting to their supervisor all injuries or accidents that occur on the job. An accident report must be completed and turned into the Human Resources & Risk Management Department before close of the next business day. If the incident occurs over a holiday or weekend, the accident report should be submitted no later than twelve noon on the next business day.
- (b) Reporting is required for any property damage, vehicular accident, and/or employee injuries that require first aid treatment or more. In addition, all vehicular accidents, serious injuries, or fatalities require immediate notification of the appropriate law enforcement agency, the Risk Manager, and the employee's supervisor.

17.4 Worker's Compensation

- (a) In the event of a work-related injury or illness, the employee must fill out an accident report form, have it signed by his/her supervisor, and bring it to the Human Resources & Risk Management Department. Arrangements for medical care will be made through the Human Resources & Risk Management Department. The employee will be given a physician's report form to take to the physician, requesting current information on the diagnosis and restrictions surrounding the injury or illness. In emergency situations, an injured employee will be taken to the emergency room, and the supervisor must handle the associated paperwork. Any ongoing treatment or physician reevaluation must be scheduled through the Human Resources & Risk Management Department.
- (b) When an employee is allowed to return to work subject to restrictions on his/her movement, lifting abilities, or similar physical limitations, it is presumed that the restrictions apply to the employee's activities both on and off duty. Employees are

expected and required to comply with the restrictions imposed by the physician whether they are on or off duty, unless the physician has expressly stated that the restrictions apply only on duty.

- (c) In the event that an employee will be out for an extended period of time, the Department may need to fill the vacancy. Such requests must be submitted to the Human Resources & Risk Management Director for review. When reasonably practicable, the Employer will meet with the employee to review the situation before making a final decision to fill the employee's position. Determination will be made based on the recuperation status of the injured employee and the need to replace. Vacancies of less than thirty (30) days will not be considered for replacement, except under extreme coverage difficulties.
- (d) When an employee's position is filled, he/she will be considered for the next available Department position, in that classification. In addition, the employee will be considered for other vacancies for which he/she may be qualified.
- (e) In accordance with Florida state workers' compensation regulations, if an injured employee is off work longer than seven (7) days, he/she will be paid 66-2/3% of their average weekly wage. The average weekly wage is based on the previous thirteen (13) weeks' salary, including overtime, standby, and incentive pay.
- (f) An employee may decide to use sick and/or vacation leave for any portion of the lost time not covered under workers' compensation. This must be coordinated through the Human Resources & Risk Management Department.
- (g) Any employee who is not receiving a payroll check is responsible for all deductions for dependent medical and dental care, supplemental life and/or accident insurance, employee retirement contributions, and credit union payments. The Human Resources & Risk Management Department will assist in coordination of these payments.

17.5 Light Duty

- (a) In the discretion of the City Manager, light duty assignments may be provided to employees who are physically unable to perform their normal duties. However, the City is under no obligation to create a light duty assignment if no such assignment is currently available.
- (b) Hours of Work. Employees who are placed in a light duty assignment will normally be assigned to a forty (40) hour work week.
- (c) Off Duty Injuries. Employees who are injured off the job (not a worker's compensation injury) will be compensated only for hours worked, up to forty (40) hours, when placed in a light duty assignment. Such employees may use sick leave, vacation leave, or fire holiday leave to make up their normally scheduled hours.

However, those employees must exhaust any sick leave accumulated before using vacation leave or fire holiday leave.

17.6 The parties agree to comply with all applicable requirements of Section 633.810, Florida Statutes, relating to the establishment and implementation of a workplace safety committee.

17.7 Personal equipment that is specifically assigned to an individual employee shall not be loaned out to a person other than the person to whom the equipment is assigned, except with the permission of the Employer and the person to whom the equipment is assigned.

ARTICLE 18

SENIORITY

18.1 Seniority of a bargaining unit employee will be determined by the employee's date of continuous, full time, permanent employment in a rank covered by the rank and file or supervisory bargaining unit in the Department.

- (a) Seniority of personnel within ranks/positions will be determined by the date the employee was promoted or certified to the title he/she holds. In the event two or more employees have the same promotion/certification date, seniority shall first be established in accordance with examination ranking (position on the list). If this process results in two or more personnel having identical seniority, then the drawing of lots will be utilized to determine seniority.

18.2 Seniority and the employment relationship shall terminate when:

- (a) The employee resigns or is discharged;
- (b) The employee is absent without approved leave for two consecutive work shifts (in the case of a shift worker), or three (3) eight-hour days (in the case of a forty (40) hour per week employee);
- (c) The employee fails to return to work at the end of an approved leave of absence (including but not limited to vacation leave, sick leave, FMLA leave, or any other approved paid or unpaid leave.)

18.3 Lay-off and Work Force Adjustment

- (a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their seniority within the rank affected by the layoff, unless management determines that laying off in that order will adversely affect the operational needs of the Department.
- (b) Employees affected by a lay-off will have the right, in accordance with their seniority, to transfer or downgrade (commonly known as "bumping") or to take the lay-off.

1. Affected employees shall have five (5) calendar days, from the date they receive notification from management of their lay-off, to notify management whether they desire to bump or take the lay-off. In the event that the Employer notifies the employee of the layoff by mail, the notification will be sent via U.S. Mail with return receipt requested to the employee's address on file at the City's personnel department. If the employee does not receive notice because he/she does not have their current address on file at the personnel department, or because he/she fails to accept delivery of the letter, the employer will treat the letter as delivered on the fifth day after it was mailed. The employee's time to exercise his bumping rights will run from that date.

2. If the employee chooses to bump, the employee shall within the said five (5) calendar days, identify the job position which is the subject of the bump. If the employee possesses the qualifications for that position and has greater seniority within the Department (as defined in Section 18.1 above) than the present occupant of that position, and the bump will not adversely affect the operational needs of the Department, the bump shall take effect within five (5) calendar days from the notification.

3. An employee bumping to a different job classification ("job 2") shall be placed on a trial period of not less than ninety (90) days. If, in the opinion of the Employer, the employee cannot satisfactorily perform the duties of the position to which the employee has bumped, the employee will be laid off, with no further bumping rights. In that event, the employee who was bumped by the employee who did not satisfactorily perform in the "job 2" position will be offered the opportunity to return to that job (subject to the bumping rights of any other employee who has more seniority.)

4. An employee bumping to a job classification which is lower than the employee's present job classification will be paid at his present pay rate or the maximum rate of the lower classification, whichever is lower.

- (c) Recall of laid-off employees will be made by seniority.
- (d) In order to be eligible for recall, the employee must have maintained his or her certifications and must keep the Employer advised of his or her current address. Employees shall be recalled by written notification by certified mail, return receipt requested to their last known address. Recalled employees shall notify the Employer if their desire to return to work within five (5) days of receipt of the recall notice and must return to work within twenty-one (21) days from receipt of the recall notice.
- (e) The Employer is only required to recall an employee to the last classification that he/she previously held in a permanent capacity. If an employee refuses a job with the Employer in any classification in which he/she was previously employed, the employee shall lose all further recall rights.
- (f) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.
- (g) When an employee is laid off, the employee's seniority shall be frozen during the period of time that the employee retains recall rights. If the employee is recalled, the employee retains the seniority he/she had prior to the layoff.
- (h) New hire probationary employees have no right to recall under this provision.

18.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 19
STAFFING

19.1 The Employer agrees that it will adequately staff all equipment with due regard for the needs of the community, the safety of bargaining unit employees, the requirements of the apparatus, and similar relevant factors. The Union has the right to provide written input to the Employer about staffing needs.

19.2 The station Lieutenant (or acting station Lieutenant) shall be responsible for vehicle assignments within his or her own crew. Management reserves the right to modify such assignments as necessary, provided crew safety is not compromised.

ARTICLE 20

TIME EXCHANGE

20.1 For purposes of this article, a “time exchange” is defined as a voluntary agreement between two employees to “trade” or “exchange” the time that they are normally scheduled to work. The parties acknowledge that time exchanges are done voluntarily by the employees involved in the exchange.

20.2 Subject to the requirements of this article, employees may voluntarily exchange times provided that:

- (a) The time exchange does not interfere with the regular operations of the Department.
- (b) It is requested and approved by their immediate supervisor or the on-duty supervisor at their assigned duty station not less than 12 hours in advance. Upon approval the immediate supervisor shall notify the on-duty Battalion Chief.
- (c) The time exchange does not result in any additional cost or expense to the Employer.
- (d) The employee filling in during the time exchange must be fully qualified to perform all of the regular duties of the person requesting the time exchange.

20.3 An employee who wishes to exchange a scheduled time is solely responsible for locating a willing and qualified person with whom to make the exchange, and for timely submitting all documentation necessary to obtain authorization for the exchange.

20.4 Any employee wishing to exchange scheduled time must submit a completed “Notice for Time Exchange” to their immediate supervisor and forward such request to the Battalion Chief not less than 12 hours in advance of the proposed time exchange. The Battalion Chief, in his/her sole discretion, may accept a Notice submitted with less than 12 hours advance notice of the proposed time exchange. The Notice shall include the name of the employee who will be filling in during the time exchange. The employee filling in during the time exchange must be fully qualified to perform all the duties of the person requesting the time exchange. The Battalion Chief will promptly review the “Notice for Time Exchange” and advise the employees involved whether the exchange has been approved. If the person filling in is qualified to work the time exchange, the Battalion Chief will not deny the request for a time exchange except in an emergency, or in some other case for an extraordinary cause.

20.5 When an employee of lower rank fills in for another employee, the employee who is filling in will not receive “ride-up” pay, and the employee who requested the exchange will not be allowed to function below their rank to repay the time exchange.

20.6 The replacement employee assumes the responsibility of being present and on time for the designated duty day. If not present, the replacement will forfeit sick leave hours equivalent to the length of the swap, not the employee they are replacing. The sick leave shall be reduced from the employee’s accrual bank, but they shall not receive monetary compensation for the forfeiture.

- (a) If the replacement employee is no longer capable of covering the time they agreed to work due to Workers Compensation Injury restrictions or Family and Medical Leave Act (FMLA) absences and is unable to find a replacement or cover the swap and do not report, they shall forfeit sick leave hours equivalent to the length of the swap.
- (b) If the employee does not have sick leave, vacation leave or compensatory time shall be forfeited instead.

20.7 No bargaining unit member shall have a balance of more than 360 hours owing at any given time. All time exchanges must be reconciled within 36 months of use.

***Section 20.7 will go into effect with the start of the 24/72 shift change.**

****Management will be provided with a reconciled list of hours owed upon implementation of the 24/72 shift change.**

20.8 Under no circumstances shall any bargaining unit member provide or receive monetary compensation for an exchange of time.

20.9 All workers compensation injuries and family medical leave (FML) designations voids the time exchange. The individual on workers compensation or FML must notify, as soon as possible, any employee that they have a time exchange with and advise them of the termination of the time exchange. If the individual is out of town, the person on workers compensation or FML must attempt to find someone else to work the time exchange. If no one can be found to work the day, or no attempt has been made to find someone, the individual originally scheduled to work that day (who is out of town) will be charged with sick leave.

20.10 Any time exchanged of one hour or less, which wholly occurs between the hours of 06:30 and 08:30 hours shall only require the verbal approval of the station officer and will not count toward the 360 hours referenced in 20.7 above.

20.11 A time exchange is considered hour for hour. No 2-1 exchange shall be made in public or private.

ARTICLE 21
UNIFORMS, EQUIPMENT AND PERSONAL APPEARANCE

21.1 All trousers, shirts (work and dress), jacket, caps, gym shorts, sweat pants, sweat shirts, insignia, and all other uniform items which employees are required to wear in performance of their work shall be furnished by the City to employees without cost. It shall be the obligation of the employees to maintain all items in good and presentable condition, and to notify the City in advance of a need for replacement of any item. If any changes are made to the required style or appearance of uniforms by the City, the City will bear the cost of having uniform items altered or replaced to conform to the required changes. The City will continue to follow existing procedures related to replacement of worn or damaged uniforms and equipment.

21.2 The City will provide facilities for the washing of contaminated protective gear and uniform items.

21.3 The City and bargaining unit employees will follow the Department's Biohazardous Waste Disposal Procedure, which may be amended from time to time to comply with applicable state and federal law.

21.4 The City will repair or replace an employee's prescription eyewear or wristwatch that is damaged or destroyed while in the performance of an employee's duty, subject to the following requirements:

- (a) The maximum amount payable under this provision is \$200 for prescription eyewear and \$100 for a wristwatch.
- (b) The employee must make a written claim for the repair or replacement cost within 7 calendar days of the date that the item was damaged or destroyed.
- (c) The written claim will be submitted to the Battalion Chief. The claim shall describe the item damaged or destroyed, explain how the item was damaged or destroyed, and include a receipt for its replacement or repair. The Employer may require the employee to submit the damaged item for inspection before paying the claim.
- (d) The City will not repair or replace any item that was damaged or destroyed due to the negligence of the employee.

21.5 City furnished protective clothing, safety devices, and/or equipment shall remain on the premises at all times except when in use, or to <float= to another station, or for some other reason authorized by the employee's Battalion Chief.

21.6 Bargaining unit employees are free to wear or not wear an IAFF pin on their uniform, subject to the provisions of this subsection. The cost of the IAFF pin will be paid by the employee. The IAFF pin shall be no larger than a nickel. The Fire Chief will designate the area of the uniform where IAFF pins may be worn.

ARTICLE 22
VACANCIES and TRANSFERS

22.1 Definitions. - The following definitions apply for the purposes of this article:

- (a)** “Vacancy” - means a newly created position resulting from the opening of a new Fire Department station, or the placement of a newly created and staffed apparatus/resource (equipment or individual) into operation.
- (b)** “Qualifications” - the employee’s ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.
- (c)** “Transfer” - means a regular opening in any existing unit position, e.g., as a result of a retirement, promotion, etc. A transfer can mean movement from shift to shift. It can also mean a reassignment from one unit to another unit on the employee’s original shift. A transfer shall be determined by management.

22.2 The Employer shall determine whether to fill any vacancy, in compliance with Article 19 Staffing.

22.3 Whenever the Fire Chief or designee determines to fill a vacancy the Fire Department will provide notice of the vacancy by posting notices through e-mail or other formal official Department communication. The notice will announce the vacancy and advise employees how to request assignment to the position and the deadline for submission for the vacancy. At the end of the application period, the Employer will review and process the applications for the vacancy as follows:

- (a)** Vacancies shall be filled based on qualifications of the applicants, as established in prior writing by the Employer.
- (b)** Where two or more applicants have the same qualifications, the opening will be filled by the senior most qualified applicant.

22.4 When no employees apply for a posted vacancy, the Fire Chief or designee shall administratively select the least senior qualified employee, as determined by management, to fill the vacancy.

22.5 Subject to the requirements listed in this article, nothing in this Agreement shall be construed to limit the right of the Employer to transfer an employee, or to deny an employee’s request to transfer.

ARTICLE 23

MISCELLANEOUS

23.1 Mileage

Employees who are authorized by the Fire Chief or designee to use their own vehicles in the performance of their official employment duties will be reimbursed for mileage at the rate set by the City Commission for all City employees. For the purpose of this section, “official employment duties” shall not include station to station transfers that have been approved by the Fire Chief or designee. Employees seeking mileage reimbursement are required to submit their requests for reimbursement on a monthly basis on forms provided by the Employer. A failure to timely submit a reimbursement request may result in denial of payment.

23.2 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

23.3 Employer Defense of the Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any alleged act or omission of action of the employee, provided such alleged act or omission arises out of and is in the scope of his/her employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

23.4 Weingarten Right

In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of Department or City rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time, provided that no interview need be postponed for more than four (4) hours because of unavailability of an Association representative. However, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and/or advise him/her during the interview.

ARTICLE 24
GRIEVANCE AND ARBITRATION PROCEDURE

24.1 In a mutual effort to promote harmonious working relations between the parties to the Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

24.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement. A grievance shall also be defined as a dispute concerning the interpretation or application of the Fire Department's Policy and Procedure on promotion to Engineer and Lieutenant.

24.3 Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Union representative on the employees' behalf.

24.4 The Union has the right to initiate grievances based upon the Employer's upper management decisions which have general applicability to bargaining unit members, where such decisions give rise to disputes about the interpretation of application of the specific terms of this Agreement. Union grievances filed pursuant to this subsection shall be initiated at Step 3 of the grievance procedure within the same time limits provided for submission of a grievance in Step 1.

24.5 All grievances must be processed within the time limits provided in the grievance procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the grievance procedure shall be determined to be denied and shall be advanced to the next available step of the grievance procedure, unless an extension of time for an answer is mutually agreed to in writing.

24.6 Grievances shall be processed in accordance with the following procedures:

Step 1. The aggrieved employee shall reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to his/her Battalion Chief within seven (7) calendar days of the occurrence which gave rise to the grievance, or within seven (7) calendar days of the date that the grievant knew or should have known of the facts giving rise to the grievance. The Battalion Chief shall meet with the employee and the Union representative, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Battalion Chief shall attempt to adjust the matter and/or respond to the employee in writing within seven (7) calendar days from the date of the meeting.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Union representative, if the employee wishes his assistance, shall

reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to the Deputy Chief (or designee) within seven (7) calendar days from the date of the Battalion Chief's response at Step 1 (or the time the Battalion Chief's response was due in Step 1, if the Battalion Chief has not responded to the grievance). The Deputy Chief (or designee) shall meet with the employee and the Union representative, if they wish him present, within seven (7) calendar days. The Deputy Chief (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 3. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Union representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose (Appendix C) and present such written grievance to the Fire Chief or his designee within seven (7) calendar days from the date of the supervisor's Step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Fire Chief or his designee shall meet with the employee and the Union representative, if the employee wishes him present, within seven (7) calendar days. The Fire Chief or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 4. If the grievance has not been satisfactorily resolved in Step 3, the employee may present the grievance to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Union representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.

Step 5. If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure the Union may request arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

24.7 The arbitration shall be conducted under the rules of the American Arbitration Association except to the extent modified in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing and shall be final and binding on all parties.

- (b)** The arbitrator shall confine his decision to the particular issue as specified in the written statement of the grievance as presented in Step 1 of the grievance procedure.
- (c)** Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d)** Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.

ARTICLE 25
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this Agreement.

ARTICLE 26

FUNERAL LEAVE

26.1 In the event of the death of an immediate family member, an employee may take up to two (2) shifts of funeral leave (in the case of a shift worker), or three (3) eight-hour days (in the case of a forty (40) hour employee) to attend to the funeral and arrangements. In the event the funeral is not conducted during the aforementioned period and the employee used less than the total hours of funeral leave allocated, the employee will be allowed to use the remaining days of funeral leave to attend services in the future. In the event an employee requires additional time off, the Fire Chief may authorize the use of sick or vacation leave.

(a) Upon implementation of the 24/72 shift schedule, an employee may take up to twenty-four (24) hours of funeral leave in 12-hour blocks. In the event the funeral leave is not conducted during the aforementioned period and the employee used less than the total hours of funeral leave allotted, the employee will be allowed to use the remaining hours.

26.2 For the purposes of this article, immediate family is defined as:

The employee's spouse, domestic partner, children, parents, siblings, aunts, uncles, niblings (i.e. nieces and nephews), grandparents, grandchildren, and legal guardian. Furthermore, any individual who would be considered "half", "step", or an "in-law" of the identified family members in this definition shall also be considered immediate family.

26.3 An employee on a scheduled vacation who suffers the loss of an immediate family member may elect to take funeral leave instead of vacation time.

26.4 In all instances of requested funeral leave, the employee may be required to provide the Chief, or his designee, with proof of death, as well as proof of the relationship to the family member, prior to leave being granted.

26.5 In the event an employee does not have sufficient leave to accommodate his or her necessary funeral leave, the City will advance the employee the necessary sick leave. However, any such employee advanced leave for funeral purposes shall forgo all sick leave accrual until such time as the advanced leave has been recouped by the City.

26.6 In the event an employee who has been advanced sick leave for funeral purposes leaves City employment prior to the City recouping all leave advanced, the employee shall be responsible for reimbursing the City the cash value for all advanced leave not recouped.

ARTICLE 27

ANNUAL PHYSICALS

27.1 The City and the Union (the Parties) agree that the nature of a Firefighter's job is such that the welfare of fellow firefighters, citizens, and the Department can best be served if an adequate level of health and wellness is maintained. Accordingly, all employees shall strive to maintain a level of health and wellness that is at least equal to the standards set forth in this Article. Employees must strive to meet the standards during the term of their employment.

(a) The Parties agree that all employees will receive and be required to complete an annual physical examination, which will include the following tests:

Physical Exam:

- Medical & Occupational/Environmental Questionnaire
- Comprehensive Hands-On Physical Exam
- Vital Signs: Height, Weight, Blood Pressure, Pulse
- Behavioral Health Eval - Epworth Sleep, PCL-5, PHQ-9
- Back Health Evaluation
- Urinalysis
- Audiogram
- Titmus Occupational Vision Exam
- Breast Exam with Self-Exam education
- Personal Consultation with review of testing results

Laboratory Tests:

- Comprehensive Metabolic Panel, Blood Chemistry
- Complete Blood Count, Hematology Panel
- Hemoccult Stool Test for Colon Cancer Screening
- Total Lipid Panel
- Thyroid Test TSH
- Glucose
- Hemoglobin A1C
- Men: PSA (Prostate cancer marker) and Testosterone
- Women: CA-125 Ovarian Cancer Screening

Ultrasound & X-ray Screenings (Early Detection of Heart Disease and Cancer):

- Echocardiogram (Heart Ultrasound)
- Carotid Arteries Ultrasound
- Aorta and Aortic Valve Ultrasounds
- Liver Ultrasound
- Gall Bladder Ultrasound
- Kidneys Ultrasound
- Spleen Ultrasound
- Bladder Ultrasound

- Thyroid Ultrasound
- Men: Prostate and Testicular Ultrasounds
- Women: Ovaries and Uterus Ultrasounds
- Chest X-Ray, 2 view with radiologist review

Cardiopulmonary Testing & Fitness Eval

- Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)
- EKG, 12 Lead
- Spirometry, PFT with OSHA Respirator Medical Clearance
- Fitness tests for muscular strength & endurance
- VO2 Max Calc for Aerobic Capacity
- Body Weight and Composition
- Personal Fitness Rx

Behavioral Health Assessment

(b) The above physical examination will be conducted by an occupational testing vendor and covered by the City and will be conducted while the employee is on duty. Under no circumstances will results from the annual examination be provided to the City without written authorization from the employee.

(c) An employee required to undergo test(s) that cannot be completed while on duty will receive a minimum of three (3) hours of straight time pay or compensation for the time spent from arrival to departure at the applicable straight time or overtime rate, whichever is greater.

(d) Failure to attend and participate in the annual medical evaluation as required will result in the bargaining unit member being placed on a "no work" status until the evaluation is complete. Compensation for time in a "no work" status will be through the use of only accrued and unused sick leave, compensatory time, fire holiday, and vacation leave (in that order). If all leave mentioned above is exhausted, the bargaining unit member will be placed in an unpaid status until the entire evaluation and any required follow-up are completed.

ARTICLE 28
SPECIAL EVENTS/STANDBY DETAIL/PUBLIC EDUCATION

28.1 The City of Kissimmee Fire Department (Department) is responsible for providing emergency vehicles, firefighters, EMTs, paramedics, and supervisors to support special events, standby, or public education. Once the Department receives a request, the Fire Chief or their designee will decide if the request will be filled by on-duty or off-duty personnel and the number needed for the request. The process in this article does not apply to circumstances where the Fire Chief or their designee chooses to use on-duty units to support a special event, standby, or public education request.

28.2 An Administration Lieutenant or the Fire Chief's designee will maintain the special events, standby requests, or public education eligibility list (events eligibility list). When the Department requests staffing for special events, standby requests, or public education, an email will be sent to an Administration Lieutenant requesting the number of members needed, date, time, and event. An Administration Lieutenant will email the eligible members for the assignments with the number of members required, date, time, and event. The email will also contain the deadline for signing up. If more members sign up than are needed, then the events eligibility list will be used to decide who will be qualified to work the event. The award of the off-duty assignment will be based on seniority and current accumulated hours. For example, those with no hours will have precedence over those with hours based on seniority. Note: a half hour before and after the event will be added for logistical purposes.

- (a)** If a Lieutenant (supervisor) is needed for special events, standby, or public education, the compensation shall be \$50.00 per/hour. If their overtime rate exceeds \$50.00 an hour, the overtime rate shall be used for compensation. Administration Lieutenants will have the right of first refusal for supervisory positions. Administration Lieutenants will not be part of the events eligibility list. The Fire Chief may designate a Chief Officer in place of a Lieutenant for a supervisory position. Qualified Ride-Up Lieutenants may be used for the event if no Lieutenant or Acting Lieutenants are available.
- (b)** If an Engineer or Firefighter is needed for special events, standby, or public education. The compensation shall be \$40.00 per/hour. If their overtime rate exceeds \$40.00 an hour, their overtime rate shall be used for compensation. For special events, standby, or public education, an Engineer and Firefighter are considered equal unless the event needs a vehicle that mandates an Engineer. Administration Lieutenants will have the right of first refusal for these positions.

28.3 One EMT and one Paramedic shall fill all EMS requests. Two paramedics may be assigned if no EMTs sign up. All special events, standby, or public education details will pay a minimum of 4 hours. If the need is canceled 24 hours before the scheduled detail, the department shall pay the minimum of 4 hours.

ARTICLE 29
DURATION OF AGREEMENT

29.1 Duration: Except as otherwise provided herein, the provisions of this agreement shall be effective beginning on the date of ratification and shall thereafter continue in full force and effect until midnight on the 30th day of September, 2027. The Rank and File Unit and the Supervisory Unit shall each ratify separately, and the Agreement will be effective as to each unit on the respective date of the unit's ratification.

29.2 Status Quo: If a successor agreement has not been reached before the expiration of this Agreement, the wages, hours, and other terms and conditions of employment set out in this Agreement will remain in effect until new terms and conditions have been established pursuant to law.

29.3 Notice: Any notice to be given shall be given by certified mail, email, or hand delivery.

(a) Any Union notice sent to the City shall be addressed to:

Director of Human Resources & Risk Management (Roxane Walton)
City of Kissimmee
101 Church Street
Kissimmee, FL 34741-5054
E-mail: roxane.walton@kissimmee.gov

(b) Any City notice sent to the Union shall be addressed to:

Kissimmee Professional Fire Fighters, IAFF Local 4208
3117 Innovation Drive
St. Cloud, FL 34769

Or

To the current Union President

29.4 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise issues and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that, except upon mutual agreement, neither will be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law.

SIGNATURE PAGE

In witness hereof, the parties have signed this Agreement on this ____ day of _____, 2025.

CITY OF KISSIMMEE

**KISSIMMEE PROFESSIONAL
FIRE FIGHTERS
IAFF LOCAL 4208**

Olga Sanchez de Fuentes, City Attorney



Joshua Clark, Chief Negotiator
President, IAFF Local 4208

Mike Steigerwald, City Manager



Ian Wooten
Vice President, IAFF Local 4208

Roxane Walton, Director
Human Resources and Risk Management



Bryan Benson
Negotiating Team

Jim Walls, Fire Chief



Royce Schoby
Negotiating Team

Jeremy F. Donovan, Deputy Fire Chief

Joseph Leone, Deputy Fire Chief

Eric Gentry, Battalion Chief

Ratified by the City Commission this ____ day of _____, 2025.

Jackie Espinosa, Mayor-Commissioner

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

Date

APPENDIX A - FIREFIGHTERS BILL OF RIGHTS

Sections 112.80 3 112.93, Florida Statutes, (the “Firefighters Bill of Rights”) is hereby incorporated by reference in this Agreement.

This appendix is attached for information and ease of reference only. The parties do not intend for the Firefighters Bill of Rights to be a part of the collective bargaining agreement.

It is the intent of the parties to maintain a copy of the current version of the Firefighters Bill of Rights as an appendix. In the event that there is any difference between the appendix and the current statutory version, the parties recognize that the current statutory version controls.

Appendix B - Step Plan
(2024-2025 Step Plan)

Year 1	8% COLA and one step								
Step	Firefighter		Engineer		LT		FA LT		
	Hourly / 2912	1 Step	Hourly / 2912	1 Step	Hourly / 2912	1 Step	Hourly / 2912	1 Step	
1	18.72	54,500.00	22.78	66,327.21	25.19	73,340.47	40.26	83,740.47	
2	19.28	56,135.00	23.46	68,317.02	25.94	75,540.68	41.32	85,940.68	
3	19.86	57,819.05	24.16	70,366.53	26.72	77,806.90	42.41	88,206.90	
4	20.45	59,553.62	24.89	72,477.53	27.52	80,141.11	43.53	90,541.11	
5	21.06	61,340.23	25.64	74,651.86	28.35	82,545.34	44.69	92,945.34	
6	21.70	63,180.44	26.41	76,891.41	29.20	85,021.70	45.88	95,421.70	
7	22.35	65,075.85	27.20	79,198.15	30.07	87,572.35	47.10	97,972.35	
8	23.02	67,028.13	28.01	81,574.10	30.98	90,199.52	48.37	100,599.52	
9	23.71	69,038.97	28.85	84,021.32	31.90	92,905.51	49.67	103,305.51	
10	24.42	71,110.14	29.72	86,541.96	32.86	95,692.67	51.01	106,092.67	
11	25.15	73,243.44	30.61	89,138.22	33.85	98,563.46	52.39	108,963.46	
12	25.91	75,440.75	31.53	91,812.37	34.86	101,520.36	53.81	111,920.36	
13	26.68	77,703.97	32.47	94,566.74	35.91	104,565.97	55.27	114,965.97	
14	27.48	80,035.09	33.45	97,403.74	36.99	107,702.95	56.78	118,102.95	
15	28.31	82,436.14	34.45	100,325.85	38.10	110,934.04	58.33	121,334.04	
16	29.16	84,909.22	35.49	103,335.63	39.24	114,262.06	59.93	124,662.06	

Year 2	4% Increase								
	Firefighter		Engineer		LT		FA LT		
	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2080	Annual	
Min	25.45	55,590.00	31.57	68,980.29	34.92	76,274.09	41.67	86,674.09	
Max	40.43	88,305.59	49.21	107,469.05	54.41	118,832.54	62.13	129,232.54	

Year 3	2% increase								
	Firefighter		Engineer		LT		FA LT		
	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2184	Annual	Hourly / 2080	Annual	
Min	25.71	56,145.90	32.22	70,359.90	35.62	77,799.57	42.40	88,199.57	
Max	41.24	90,071.71	50.19	109,618.43	55.50	121,209.19	63.27	131,609.19	

Appendix C

City of Kissimmee
FIRE DEPARTMENT
CONTRACT GRIEVANCE PROCEDURE FORM

This form is utilized only for grievances as defined by Article 24 of the Collective Bargaining Agreement. For grievances relating to discipline, the standard City Grievance form (found at U:\PERSONNEL\FORMS) shall be used.

NAME(s): _____

RANK(s): _____

ASSIGNMENT(s): _____

CBA ARTICLE & SECTION # BEING DISPUTED:

STATEMENT OF GRIEVANCE (attached memo if needed):

REQUESTED SOLUTION (attached memo if needed):

SIGNATURE(S): _____ DATE _____

PROCEDURE

Step 1:

Presented to: _____ on _____
Name/Title Date

Battalion Chief's comments and actions: _____

Signature (Battalion Chief) Date

Step 2:

Presented to: _____ on _____
Name/Title Date

Deputy Chief's comments and actions: _____

Signature (Deputy Chief) Date

Step 3:

Presented to: _____ on _____
Name/Title Date

Fire Chief's comments and actions: _____

Signature (Fire Chief) Date

Step 4:

Presented to: _____ on _____
Name/Title Date

City Manager's comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ on _____
Name/Title Date

Arbitrator's comments and actions: _____

Signature (Arbitrator) Date

Kissimmee IAFF 2024-2027 CBA CLEAN

Version - Final

Final Audit Report

2025-07-30

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 Agreement completed.
2025-07-30 - 6:41:55 PM GMT

ITEM 7.N

Agreement with Osceola County Property Appraiser for the City's non-ad valorem assessment

Request

This request is for approval of the agreement with the Osceola County Property Appraiser for the City's non-ad valorem assessment, Contract #20250331.

Explanation

On June 3, 2025, the City Commission approved its initial Annual Fire Service Assessment Resolution, providing direction and authority to implement the Fire Service Assessment for the upcoming Fiscal Year beginning October 1, 2025, using the uniform method of collection. Florida Law requires that a written agreement be entered into between the City and the Property Appraiser for costs incurred related to the uniform method of collection. This agreement provides that the City will reimburse the Property Appraiser for any necessary administrative costs incurred.

Recommendation

Staff recommends approval of this agreement with the Osceola County Property Appraiser for the City's non-ad valorem assessment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. Property Appraiser NAV Agreement (S)

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of July 2025, by and between the City of Kissimmee, and **Katrina S. Scarborough, Osceola County Property Appraiser** (Property Appraiser), who understand and agree as follows:

WITNESSETH

Whereas, the City of Kissimmee has declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes (2015), pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes (2015).

Whereas, section 197.3632(2), Florida Statutes (2015), requires that a written agreement be entered into between the City of Kissimmee and the Property Appraiser providing for reimbursement by the City of Kissimmee of the necessary administrative costs incurred by the Property Appraiser under section 197.3632.

Now Therefore the parties agree that:

1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of the City of Kissimmee. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.
2. The City of Kissimmee shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).
3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). The City of Kissimmee also agrees to hold the Property Appraiser

harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.

5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist the City of Kissimmee in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by the City of Kissimmee as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission, regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by the City of Kissimmee and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by the City of Kissimmee and shall be filed with the City of Kissimmee, or its designee, provided that its designee shall not be the Property Appraiser.

7. The term of this Agreement shall commence with the 2025 non-ad valorem assessment rolls of the City of Kissimmee and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of the City of Kissimmee save and except during those years when the City of Kissimmee in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.

8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of the City of Kissimmee non-ad valorem or special assessment rolls and levies, including provision by the City of Kissimmee to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.

9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

11. This Agreement shall be governed by the laws of the State of Florida.

12. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

- a. City of Kissimmee: 101 Church Street, 4th Floor
Kissimmee, FL 34741
- b. Property Appraiser: 2505 E. Irlo Bronson Memorial Highway
Kissimmee, Florida 34744-4909

In Witness Whereof the parties have hereunto set their hand and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

City of Kissimmee

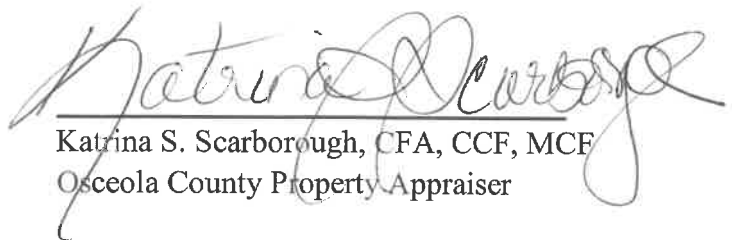
By: _____

By: _____

As authorized for execution by the
_____ of the City of Kissimmee
at its _____ regular meeting

WITNESSES:

**OSCEOLA COUNTY PROPERTY
APPRAISER:**



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.O

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 unless otherwise desired by other local governments for purchase at fair market value.

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. August 2025 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Aug-25 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
SA109	2014 FORD F-150 SA109		1FTNFICT8EKE33836	22893
CITY MANAGER	CONFERENCE TABLE			N/A
CITY MANAGER	6 CHAIRS			N/A
CITY MANAGER	2 METAL RACKS			N/A
CITY MANAGER	WHITE CUBE SHELVING UNIT			N/A
CITY MANAGER	BROTHER GENUINE INK & TONER			N/A
PARKS & REC	POWERHEART AED	G3	4498781	24405
PARKS & REC	POWERHEART AED	G3	4498778	24403
PARKS & REC	POWERHEART AED	G3	4498550	24404

City of Kissimmee
Surplus Property Auction List
Aug-25 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PW - ENG	EASEL			N/A
PW - ENG	DISPLAY TRIPODS			N/A
PW - ENG	PAMPHLET HOLDER			N/A
PW - ENG	CLIPBOARDS			N/A
PW - ENG	RACKS			N/A
PW - FACILITIES	COMPRESSOR	CIQ71083V	L6126197-09734	12698
PW - SANITATION	MERIDIAN KIOSK (TEMPERATURE READER)		PMK114428	N/A
PW - ST & SW	MERIDIAN KIOSK (TEMPERATURE READER)		PMK114470	N/A

ITEM 7.P

Grant application for Urban Areas Security Initiative

Request

The Police Department requests authorization to apply for the FY2025 Homeland Security Grant through the Urban Areas Security Initiative Program (Grant UASI25)

Explanation

The Urban Areas Security Initiative (UASI) Program assists high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-treat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect again, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach.

These projects are managed by the Orlando / Orange Urban Area Security Initiative Agencies. This year's grant application includes a drone valued at \$50,000 for the City of Kissimmee. Historically USAI grants are fully funded. This year's application has a change in funding from 100% to 75% with the City of Kissimmee doing a 25% match of \$12,500. Grant approval would fall in the fiscal year of 2026/2027. The Police Department would include this project in the \$12,500 to the FY27 capital budget should this grant be approved.

Recommendation

Approval of the Police Department to submit the required application for the FY2025 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter: Charles Broadway

Attachment(s):

1. FY2025 UASI Drone Program full 1

FY2025 Project Template Instructions

This Project Template will be the method by which Florida's domestic security partners:

Request DSOC approval for FY2025 Urban Area Security Initiative (UASI) grant funds.

Describe specific funding and implementation approaches that will help enhance and sustain Florida's capabilities and achieve outcomes aligned with Florida's Domestic Security Strategic Plan.

A project template (including the narrative, administrative, and budget worksheets) should be completed for each project your UAWG wishes to submit for consideration.

The following documents will be helpful in completing the required documentation.

*2024-2026 Florida Domestic Security Strategic Plan

*FY2025 DSOC Funding Priorities

*DHS Core Capabilities

*Fusion Center Performance Program (<https://www.dhs.gov/fusion-center-performance-program-fcpp>)

*2024 Homeland Security Grant Program Notice of Funding Opportunity

Template Submission

All final templates must be submitted to ODS no later than **October 18, 2024**.

Please use the following file nomenclature: FY2025 UASI Project Name (i.e. FY 2024 Miami Vehicle Barriers)

Budget Detail Worksheet

Region: Select the UASI that the recipient agency is associated with using the drop down menu.

Specialty Team Supported: Provide the title of the team receiving the item. Leave blank if there is not a specialty team associated with the item being requested.

Recipient Agency: Provide the name of the agency who will receive the funding for the item. If a large agency is purchasing for a smaller agency, please indicate the funds will be awarded to the larger agency and the item will be transferred via an MOU to the smaller agency.

Item Description: Provide a description of the requested item(s), one per row. If requesting training, provide the name of the course. DO NOT simply copy the AEL description, but provide a more detailed description of the item you are purchasing.

DHS AEL Number or Course Code Number: If you are requesting equipment, include the item's appropriate DHS Authorized Equipment List Number. If you are requesting training, please provide the appropriate course code.

Will the recipient agency seek future sustainment funds for this item? If the agency will seek sustainment funds, please indicate this by selecting yes. If the agency has agreed to accept all future sustainment costs, select no.

Is this a target hardening project: Please indicate whether or not the item requested is for target hardening of a specific site by selecting either yes or no.

Category: Select the category the requested item is associated with using the drop-down menu. Refer to the FY 2023 NOFO for definitions of what is eligible under each category.

Personnel: If the item description includes the hiring of personnel or sustaining a previously hired position, select the personnel description of the position(s) being hired/sustained. Leave blank if personnel is not associated with the item.

Quantity: Provide the quantity of the item being requested

Unit Cost: Provide the unit cost of the item being requested (whole numbers only).

Project Management life cycle definitions:

Steps- Description	Process
<i>Initiate</i> - authorization to begin work or resume work on an activity	Involves preparing for, assembling resources, and getting work started. May apply to any level, e.g. program, project, phase, activity, task.
<i>Execute</i> - Period within the cycle that the actual work of creating the project's deliverable is done	Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.
<i>Control</i> - Mechanism which reacts to the current project status to ensure the project objectives are met, and includes planning, measuring, monitoring, and taking corrective action is needed.	Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.
<i>Close out</i> - completion of all work on a project	Involves formally terminating and concluding all tasks, activities, and component parts of a particular project or phase of a project.

2025 Project Narrative Worksheet

Urban Area:	Orlando
Project Title:	FY2025 UASI Drone Program
FY2025 Funding Request Amount:	\$ 50,000
Amount dedicated for LETPA (if none, Enter 0):	\$ -
Is the project shareable, deployable or both?	shareable
Are funds being requested through both UASI and SHSP for this project?	no
Have other funding sources been sought out for this project?	no
If yes to lines 12 or 14 above, please explain:	

Provide a summary description of the project answering each of the questions below. *(spell out all acronyms and abbreviations)*

Describe *what* the project entails (e.g., plans, equipment, training, etc.), and what the scope of the problem is. The project must include a **STRONG Terrorism Nexus and not just mention the word terrorism.**

The project would develop through four primary stages: Hardware, Software, Certification, and Training. Hardware would include the acquisition of technologies needed to complete the mission. Drone platforms that are mission capable. Accessories to support drone operations including charging stations, batteries, and replacement parts. Software would include that necessary for drone control and piloting as well as program management, evidence retention, and livestream capabilities. Certifications as needed for pilots, FAA part 107, ancillary certifications for mapping/ 3D modeling. Training would establish familiarity with the platform and managerial courses for function and use of the platforms. The project scope would allow a solo officer, properly trained, to deploy in quick response from a fixed location, to respond to threats of terrorism and provide meaningful intelligence and oversight for responding units and incident commanders. Deployed drones can respond across the City with significantly reduced response times compared to ground vehicles due to elevation reducing potential obstacles, eliminating traffic concerns and allowing direct, straight-line response despite roadway restrictions. Drones can provide aerial coverage over large coverage areas allowing for tactical planning for entry teams increasing unit safety. Enhanced zoom capabilities can provide real time assessment of threats, suspect identification and victim assessment from a secure position without human risk. The nexus between drones and counter-terrorism lies in their ability to address specific vulnerabilities and enhance law enforcement's capabilities to:

Detect and deter suspicious activity: Drones can discreetly monitor areas for unusual activity, acting as a deterrent to potential terrorists. Identify and track suspects: Drones can follow suspects from a safe distance, providing valuable information for apprehension. Assess and respond to threats: Drones can quickly assess the nature of a threat, enabling law enforcement to deploy appropriate resources and tactics. Secure critical infrastructure: Drones can patrol and monitor vulnerable infrastructure, such as power plants or transportation hubs, identifying potential threats or security breaches.

Describe **who** the project is for, e.g., local HazMat team, bomb squad, emergency operations center (EOC), water treatment plant, fusion center, etc

Describe **where** the project will take place (e.g., which city, county, or region, site, area, etc.).

Kissimmee, Florida within Osceola County.

Describe **when** the project will start and end – needs to be within the period of performance of the grant.

Project will begin once funding is secured.

Describe clearly **why** the project is necessary, or what the intended benefit/outcome or primary purpose will be and how this will address the problem. This is critical and will often determine the IJ and Core Capability to align with.

Terrorist attacks are often multifaceted, involve multiple suspects and occur in public spaces where activity goes unnoticed until hostilities develop. Once started, terrorist acts rarely make demands or establish communications, the primary objective is the hostile activity. This increases the need for immediate response to the threat which further limits traditional methods for obtaining valuable intelligence. This leads to responding units relying on initial call information or fleeing victims to provide descriptions and details about the level, number and type of threats present. Onsite, aerial, real time surveillance that can be deployed and on station in seconds, often before responding units deploy can significantly enhance mission safety and effectiveness by providing these important details.

Describe the capability gap(s) that this project will address (only complete this section for new projects; enter N/A if a sustainment project).

What is the identified gap?

Currently, surveillance is limited to areas of known concern, or public spaces that are City owned and have fixed surveillance in place. This severely limits intelligence gathering and response and is only effective within the area of influence of the assets. Response to a developing threat is dynamic and may more or be outside asset areas.

Who is affected by the gap?

Terrorist threats affect the entire population. Domestic terrorism and lone wolf attacks are on a rise and represent the greatest terror threat according to a 2021 study by the FBI and DHS. Soft targets representing the bulk of the attack sites which by definition have limited available resources present on hand.

What are we paying for? Describe how this project will narrow or completely address the gap.

The project would allow for an immediate deployment unit to respond, provide overwatch and allow for intelligent response to the threat or attack. Drone response could encompass a considerable portion of the City which would close the gap on all exterior areas within the City and allow overview of ingress and egress points from enclosed areas.

Describe the capability this project will sustain. (only complete this section if this is NOT a new project; for new projects enter N/A) If applicable, list any FEMA grants that have previously provided a role in sustaining the capability.

What is the current capability sustained by this project?

N/A

Who is affected by the capability or will be affected if the capability is lost?

N/A

What has already been done to sustain this capability?

N/A

Will this project sustain the capability at current levels or sustain it while also narrowing a gap?

N/A

Select the primary core capability the project will support

Screening, Search, & Detection

Does this project support one of the DHS/FEMA priorities? If so which one and how does the project address the priority?

Enhancing the protection of soft targets/crowded places by providing actionable intelligence including threat type and suspect identification. Mobility over crowded areas and arial views of large areas of interest. Real time high quality video of developing situations for command assesment. Due to the overview effect of an aerial platform, evaluation over a large area, including crowded venues can occur with minimal obstruction and on short notice without modifying pre-existing unit placement.

Describe how this project addresses gaps and/or sustainment in the THIRA and SPR for the primary core capability. If there are other relevant capabilities, describe how the project also addresses their gaps and/or sustainment. Page numbers must be provided.

Drone deployment allows ease of access to areas of concern free of the typical obstructions to such efforts, this decreases response time and allows for real time evaluation of developing situations. Also, risk to officers lives can be reduced since this evaluation can be performed remotely.

Florida's Domestic Security Strategic Plan

Select one primary and a secondary goal and objective that this project supports.

Primary: Prepare-Enhancing Capabilities

Secondary: Prevent-Interdiction of Threats

Project Impact Statements

Describe the criteria that should be evaluated to determine if this project was a success at the end of the grant performance period.

Decreased response time to active/urgent scenes. Increased operational security for hosted events and crowded soft targets. Planning and mapping for likely or vulnerable targets that can be executed on short notice.

How will the urban area's capabilities be enhanced by this project?

Drones are much less limited by urban environments than traditional ground based assets. Aerial views expand coverage areas, are less limited by environmental obstacles, and can circumvent fleeing crowds and deployed obstructions, both friendly and threat based.

What is the long-term plan to sustain the capability(ies) developed, enhanced or supported by this project?

Evaluation of coverage area and expansion of number of units and trained personnel if necessary. FAA approval and certification for unmanned, non line of sight operation for further expansion of range and project capabilities.

Project Implementation and Management

Starting with FY2021 - If the project supports a previously funded project complete the below section, for the appropriate year. Provide the previous project's name, the start and end dates of previously funded project(s), and provide the last milestone completed and the appropriate life-cycle phase.

2021: Project Name: start/end date

Last Milestone:

Life Cycle:

2022: Project Name: start/end date

Last Milestone:

Life Cycle:

2023: Project Name: start/end date

Last Milestone:

Life Cycle:

2024: Project Name: start/end date

Last Milestone:

Life Cycle:

Provide up to 10 milestones including the start and end date which will be achieved within the 18 month period of performance. (No start date should begin before September 1, 2025)

UASI Administration- Point of Contact

This is the person the requesting agency will provide project specifications to, and who will keep you informed on the status of your project

[illegible]**Agency Administration- Point of Contact**

Provide the point(s) of contact information for person(s) at your agency who will provide project specifications to the UASI Administration - Point of Contact, and who will review bids and select a vendor

[illegible]

Contractual Point of Contact

Provide the point of contact information for the contracting authority(ies) for the awarded equipment, training &/or exercise. This is also the contracting authority for future equipment inventory, if applicable (person(s) with signature authority)

[illegible]

Cybersecurity Point of Contact

Provide the point of contact information for the Cybersecurity Officer(s) who will complete the required annual cybersecurity survey

Recipient Agency	POC First & Last Name	Agency Address	POC Phone Number	POC Email

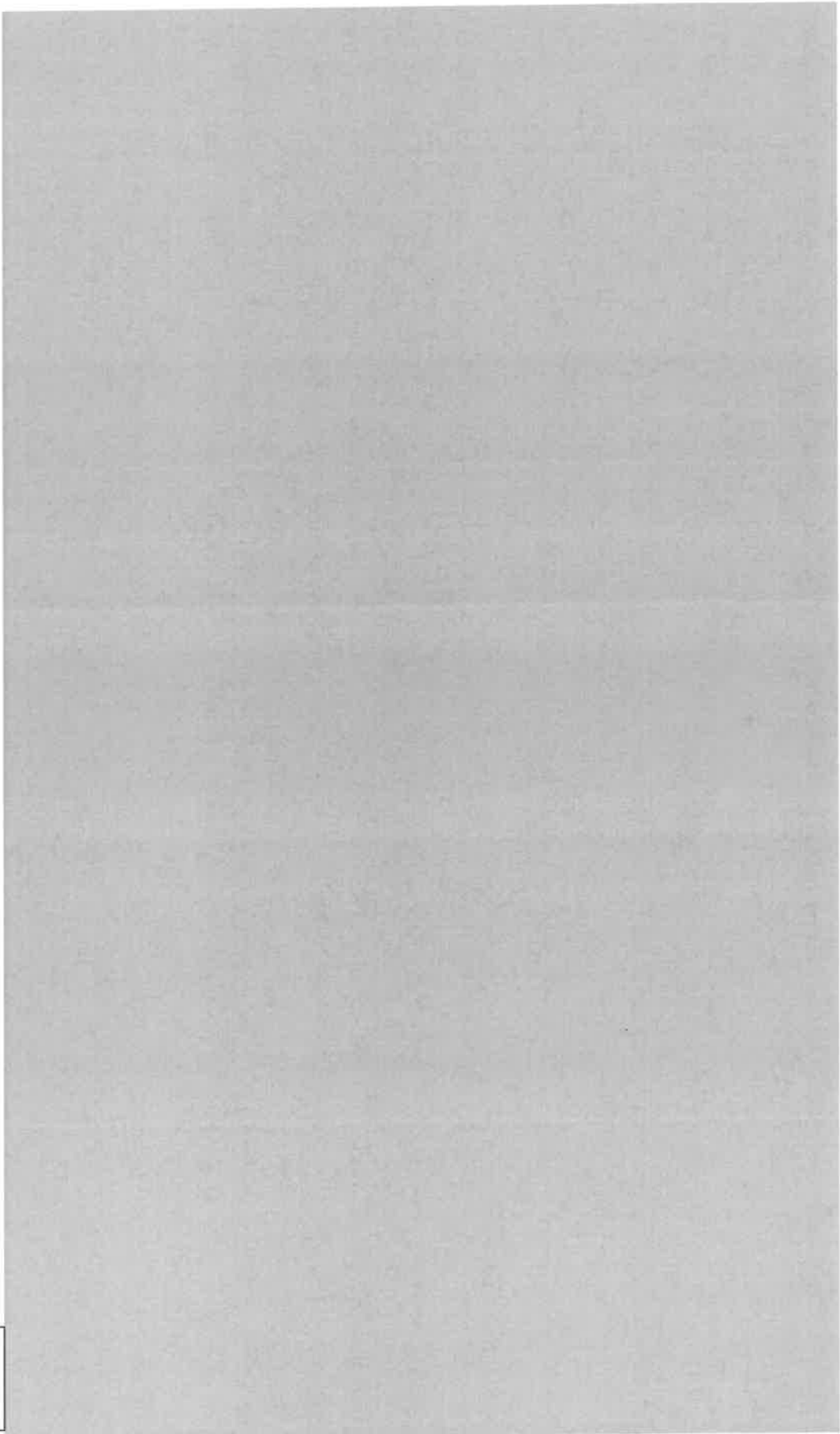
FY2025 Project Budget Detail Worksheet

Funding Requested by Category

Budget Detail

Page 695 of 898

Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
Select One									Select One		\$	-	\$0.00
									Select One		\$	-	\$0.00
									Select One		\$	-	\$50,000.00



2024 MEMORANDUM OF AGREEMENT
FOR PARTICIPATING ORLANDO/ORANGE
URBAN AREA SECURITY INITIATIVE AGENCIES

This Memorandum of Agreement (hereinafter referred to as MOA) is entered into this 24 day of February, 2025, by and between the Orange County Sheriff's Office (hereinafter referred to as OCSO), a political subdivision of the State of Florida, and Orange, Seminole, Lake, and Osceola Counties, political subdivisions of the State of Florida; all other participating counties and cities (listed in the attached appendices) of the State of Florida, collectively known as the Orlando/Orange Urban Area (hereinafter referred to as O/OUA) Participants.

RECITALS

WHEREAS, the State of Florida, Division of Emergency Management (FDEM) (hereinafter referred to as the Division) is providing financial assistance to the O/OUA in the amount \$3,240,192.00 dollars (\$3,410,728.00 less the 5% State Management and Administration) through the FY 2024 Urban Area Security Initiative (hereinafter referred to as UASI);

WHEREAS, the OCSO is the Recipient for the O/OUA UASI Grant Program;

WHEREAS, as the Division requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies;

WHEREAS, the Urban Area has been defined as the City of Orlando, Orange, Seminole, Lake, and Osceola Counties;

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the O/OUA and its surrounding jurisdiction's ability to prevent, protect against, respond to, and recover from acts of terrorism, or any other manmade or natural disaster; and

WHEREAS, on or about the 24 of February, 2025, the OCSO entered into an agreement with the Division for a Federally Funded Sub grant Agreement, #R1095; CFDA Number 97.067.

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

I. PURPOSE

- A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2024 UASI Grant Program, by the Division.
- B. This Agreement serves as the Scope of Work among all Participants and the OCSO.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2024 UASI activities to be performed at the request of the Division, provided at the option of the OCSO, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Recipient Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core City: A city at the center of a metropolitan area.
- C. Core County: The county within which the core city is geographically located.
- D. Urban Area Security Initiative (UASI) Grant Program: The UASI Grant Program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these Areas in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism, all hazards or man-made disasters.
- E. National Incident Management System (NIMS): The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, non-governmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

- F. Urban Area Working Group (UAWG): The UAWG is responsible for coordinating the development and implementation of all program initiatives. The UAWG may also support the State's efforts to develop the Stakeholder Preparedness Review, particularly as it relates to UASI activities.
- G. Orlando/Orange Urban Area (O/OUA) Administrator: The (O/OUA) Administrator shall be the Orange County Sheriff's Office.
- H. Urban Area: An Urban Area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.
- I. Stakeholder Preparedness Review (SPR): The SPR is a self-assessment of a jurisdiction's current capability levels against the targets identified in the Threat and Hazard Identification and Risk Assessment (THIRA).
- J. Threat and Hazard Identification and Risk Assessment (THIRA): The THIRA is a three-step risk assessment process to help communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps as part of the SPR.
- K. Florida Division of Emergency Management (FDEM): The non-Federal pass-through entity that provides a subaward to a sub-recipient to carry out part of a Federal program.

IV. OCSO SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department within the OCSO authorized to carry out the herein agreed upon responsibilities of this MOA.
- B. Ensuring the participation of the following critical stakeholders in the UASI THIRA, UASI SPR, and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- C. Complying with the requirements of the 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- D. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- E. Complying with all grant agreement requirements and/or special conditions.
- F. Submitting required programmatic and financial reports.

V. THE O/OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:

- A. Providing personnel who will act as the main liaison (the project manager) and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the MOA.
- B. Tracking of their grant purchased federally funded assets via their respective internal inventory control system and attach the provided 2024 UASI inventory tag to 2024 UASI grant purchased equipment. Note: For reconciliation purposes, OCSO as Recipient will maintain and manage a grant-wide database for all federally funded assets purchased under this contract.
- C. Submitting budget detail worksheets to include approved modifications for direct purchases of equipment or services.
- D. Ensure deliverables and performance are followed on Attachment B when developing and providing quotes for allowable expenditures to OCSO.
- E. Follow Environmental Planning & Historic Preservation (EHP) compliance guidelines on Attachment C, if the project requires an EHP.
- F. Participating as a member of the UAWG to include coordinating with and assisting the O/OUA in conducting a UASI SPR and UASI THIRA, which in turn, will guide development of an Urban Area Homeland Security Strategy.
- G. Ensuring and assisting the participation of the following critical stakeholders in the UASI SPR and UASI THIRA and updating of the O/OUA strategies: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- H. The OCSO and O/OUA participants shall be governed by applicable State and Federal laws, rules and regulations, including those program statutes and regulations identified and outlined in Attachment D.

- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Project agreement requirements and/or special conditions as provided in the FDEM agreement.
- K. Ensure that equipment obtained from the UASI Grant Program is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS/FEMA, FDEM, and the O/OUA. If the agency is incapable of staffing the equipment, such equipment shall be made available to another partnering agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the partner agency.
- L. All equipment obtained from the UASI Grant Program is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.
- M. Take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. [Relevant Vendor Listing Link](#)
- N. Ensuring required NIMS Awareness Course(s) is/are completed by relevant personnel.
- O. Providing a signed document recognizing NIMS in principle and policy.

VI. THE OCSO AND THE O/OUA PARTICIPANTS AGREE:

- A. That funding acquired and identified for the UASI will be administered solely by the OCSO.
- B. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any participating agency personnel.
- C. OCSO and O/OUA Participants are subdivisions as defined in Chapter 768.28, Florida Statutes, and each agree to be fully responsible for their respective acts and/or omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any participant to whom sovereign immunity may be applicable. Nothing

herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this MOA or any other contract.

- D. For the purposes of executing the conditions established in this MOA, each O/OUA Participants' point of contact (hereinafter referred to as POC) will be designated by each O/OUA Participant in accordance with their internal policies and procedures. The OCSO or designees will remain the UASI POC. (See Attachment A)
- E. In the event the Division determines that any funds disbursed were not spent in accordance with the conditions of the UASI Grant Agreement, the O/OUA Participant that procured the item(s) in question shall reimburse the OCSO for all such funds within thirty (30) days after being notified of said non-compliance. Notwithstanding the above, no funds shall be directly provided to O/OUA Participants under this Agreement.

VII. AUDITS

- A. The OCSO and O/OUA Participants shall comply with the audit requirement contained in 2 CFR Part 200, Subpart F.
- B. OCSO shall follow Generally Accepted Accounting Principles (GAAP), as defined by 2 CFR §200.49.
- C. When conducting an audit of the OCSO performance under the OCSO and FDEM agreement, FDEM shall use Generally Accepted Government Auditing Standards (GAGAS), as defined by 2 CFR §200.50.

VIII. RECORDS

- A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the OCSO and O/OUA Participants which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but lasts as long as the records are retained. The O/OUA Participants will also give the OCSO, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

IX. REPORTS

- A. Programmatic status reports are due within fifteen (15) days after the end of each calendar quarter. The O/OUA Participants (program manager) must submit a programmatic status report before the fifteen (15) days after the end of each calendar quarter.
- B. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the participants.

X. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The O/OUA Participants will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this MOA.
- B. Any provision of this MOA later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOA, and the remainder of the MOA shall remain in full force and effect.
- C. This MOA may be modified or amended only in writing and upon approval of all the parties hereto.
- D. This MOA may be terminated by any O/OUA Participant upon thirty (30) days prior written notice to the OCSO and the return of any and all equipment that has been received through the UASI Funding program.
- E. This MOA shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior MOA among the O/OUA Participants, written or oral, except for any executor obligations that have not been fulfilled.
- F. This MOA may be executed in several parts, each of which shall be considered a valid MOA, provided that each of the O/OUA Participants to the MOA has executed at least one (1) original copy of the MOA and has transmitted copy of the signature page hereof to the other O/OUA Participants.

G. This MOA will end at the conclusion of the stated grant performance period of **August 31, 2026.**

H. Subcontracts: If an O/OUA Participant subcontracts any of the work required under this MOA, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The O/OUA Participants agree to include in the subcontract that (i) the subcontractor is bound by the terms of this MOA, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division, OCSO, and O/OUA Participants harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA, to the extent allowed and required by law. The O/OUA Participants shall document in the quarterly report the subcontractor's progress in performing its work under this MOA.

For each subcontract, the O/OUA Participants shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in 2 CFR §200.321.

RECIPIENT

BY: _____

JOHN W. MINA
SHERIFF OF ORANGE COUNTY, FLORIDA

DATE: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF OF
ORANGE COUNTY, FLORIDA

BY: _____

RECIPIENT ATTORNEY

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Signature page for **Orange County, Florida**

PARTICIPATING AGENCY
The City of Apopka, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Apopka**

PARTICIPATING AGENCY
The City of Apopka, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

PARTICIPATING AGENCY
The City of Clermont, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

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Title: _____

Title: _____

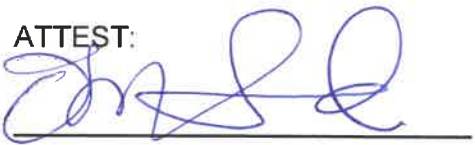
APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Clermont**

PARTICIPATING AGENCY
The City of Kissimmee, a Municipal
Corporation of the State of Florida

ATTEST:



Typed Name: Daniel School

Title: CAPTAIN (CAD)

By:



Typed Name: Charles Broadway

Title: Police Chief

APPROVED AS TO FORM AND LEGALITY



Participating Agency Attorney

PARTICIPATING AGENCY
The City of Orlando, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Orlando**

PARTICIPATING AGENCY
Lake County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Lake County Sheriff's Office**

PARTICIPATING AGENCY
Lake County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

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Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Lake County BCC**

PARTICIPATING AGENCY
The City of Ocoee, a Municipal
Corporation of the State of Florida

ATTEST:

Typed Name: _____

Title: _____

By: _____

Typed Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Ocoee**

PARTICIPATING AGENCY
The City of Sanford, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

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Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **The City of Sanford**

PARTICIPATING AGENCY
Osceola County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Osceola County Sheriff's Office**

PARTICIPATING AGENCY
Seminole County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County Sheriff's Office**

PARTICIPATING AGENCY
Seminole County Supervisor of Elections,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County Supervisor of Elections**

PARTICIPATING AGENCY
Seminole County BCC,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **Seminole County BCC**

PARTICIPATING AGENCY
City of St. Cloud, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

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Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **City of St. Cloud**

PARTICIPATING AGENCY
Town of Windermere, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

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Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Participating Agency Attorney

Signature page for **City of Windermere**

DRONES: A MODERN TOOL FOR COUNTERTERRORISM

Enhancing Public Safety and Security



INTRODUCTION

- Drones have become a valuable asset for law enforcement agencies worldwide.
- Their aerial perspective offers unique advantages in various operational areas, including counterterrorism.





TERRORISM

According to the FBI:

The Current Threat

The FBI is committed to remaining agile in its approach to the terrorism threat, which has continued to evolve since the September 11, 2001 terror attacks. Years after these attacks, the threat landscape has expanded considerably, and international terrorism remains a serious threat. The threat of domestic terrorism also remains persistent overall, with **actors crossing the line from exercising First Amendment-protected rights to committing crimes in furtherance of violent agendas.**

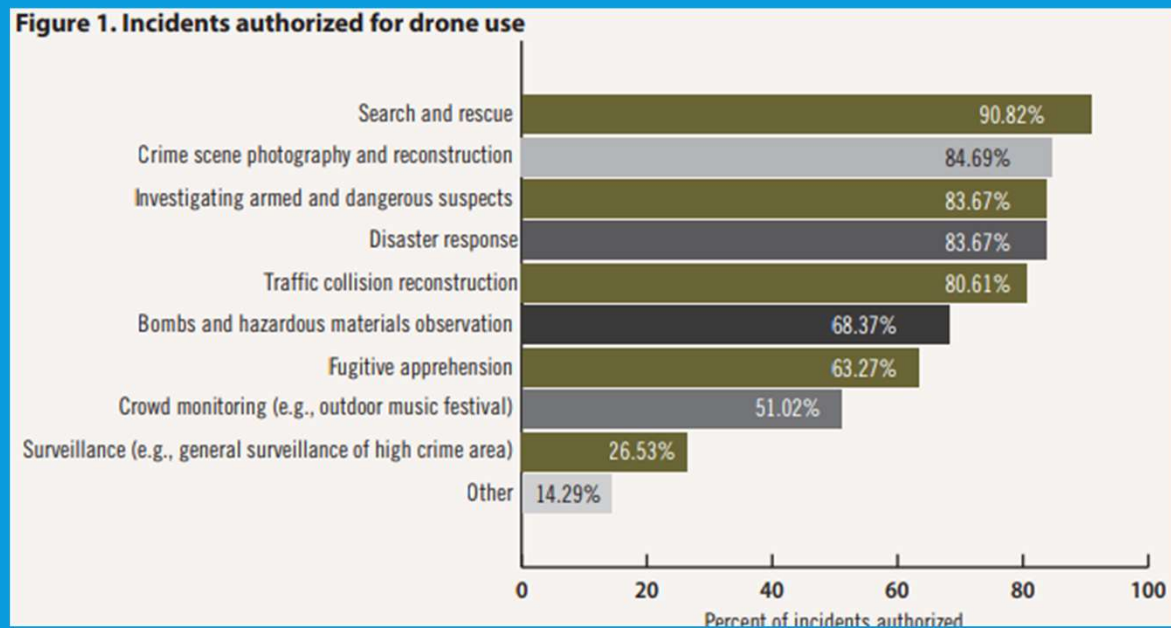


BENEFITS OF DRONES IN COUNTERTERRORISM

- Surveillance:** Drones can provide real-time aerial surveillance of suspicious areas, identifying potential threats and gathering evidence. Drones can often respond faster and observe area unreachable by traditional response methods.
- Search and Rescue:** In hostage situations or terrorist attacks, drones can assist in locating victims and assessing the scene. Drones can be equipped with multiple sensor packages including thermal which can locate subjects otherwise not visible by traditional means.
- Crowd Control:** Drones can monitor large gatherings, identify potential disturbances, and assist in crowd management. Large gatherings and soft target areas are high probability targets for terrorist activity which could benefit from drone surveillance.
- Evidence Collection:** Drones can capture high-resolution images and videos, providing valuable evidence for investigations.

DRONE USE BY INCIDENT ACCORDING

- According to a survey conducted by PERF (Police Executive Research Forum), drones are being utilized to assist in a multitude of law enforcement related incidents, many of these applicable to anti-terror action or after action.





CONCLUSION

- Drones provide police agencies with several key advantages.
 - Rapid Response Times
 - Enhanced Situational Awareness
 - Increased Officer and Public Safety
 - Cost-Effective Operations
 - Versatile Functionality
 - Improved Data Collection and Documentation

- Source: [Drone as a First Responder: A Complete Guide \[New for 2024\] \(uavcoach.com\)](https://uavcoach.com)

ITEM 7.Q

Renewal of Space/Use Permit for Jed Suhl d.b.a. Horse-Riding Orlando, LLC

Request

Approval of a Space/Use Permit for Jed Suhl d.b.a. Horse Riding Orlando, LLC for a one-year period at the current rate and terms, contract #20240305.

Explanation

The current Space/Use Permit (SUP) with Jed Suhl d.b.a. Horse Riding Orlando, LLC expires on July 31, 2025. They have requested to renew their Space/Use Permit for a one-year period at the current fair market rate and terms.

Horse Riding Orlando, LLC utilizes this property as pasture and grazing for livestock associated with their Rodeo operation. In addition, the property is utilized for horseback trail riding to and from the Kissimmee Sports Arena.

The new Space/Use Permit will be effective August 1, 2025, through July 31st, 2026.

Recommendation

Approval of a Space/Use Permit for Jed Suhl d.b.a. Horse Riding Orlando, LLC for a one-year period at the current rate and terms.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Space Use Permit.Suhl. 2025 (2)

**CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT
SPACE/USE PERMIT**

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Jed Suhl**, hereinafter referred to as "Permittee," to conduct business and/or occupy space at Kissimmee Gateway Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

Name: Jed Suhl (d.b.a. Horse Riding Orlando, LLC)

Address: 1294 Greens Keep Dr., Kissimmee, FL 34744

Telephone: 407-908-0568

2. **Business to be Conducted.** Permittee is authorized to conduct the following business at the Airport:

- 1) Graze livestock in area depicted on "Exhibit A."
- 2) Conduct trail rides from Kissimmee Sports Arena (Rodeo) on Parcels "A" & "B."

3. **Space to be Occupied.** Permittee is authorized to use the following space at the Airport:

See attached Exhibit for Parcel "A" & "B."

4. **Term.** This Permit is effective from **August 1, 2025**, to **July 31, 2026**, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration for the rights granted hereunder by City, Permittee hereby agrees to pay to City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus any and all sales or use taxes due thereon:

Parcel A - \$28.10 + 7.5% sales tax = \$30.20

Parcel B - \$28.10 + 7.5% sales tax = \$30.20

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof. All payments due hereunder shall be remitted to:

**Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd.
Kissimmee, FL 34841**

6. **Amount of Insurance Required.** In addition to the minimum insurance requirements of \$1,000,000 commercial general liability, the following is also required:
 - City of Kissimmee as additional insured
 - Waiver of Subrogation on General Liability Policy
 - Waiver of Subrogation on the Workers Compensation Policy
 - Minimum limit of \$20,000.00 in accident medical coverage
7. **Security Deposit.** The amount of the security deposit to be held is N/A.
8. **Additional Terms and Conditions.** Permittee does hereby further agree to abide by all of the terms and conditions attached hereto. At the end of the permit term restore the property to its original state for possession by the City. Any infrastructure improvements made to the property may remain on the property if prior approval is granted by City. The cost of improvements and restoration of the property shall be borne solely by the Permittee without reimbursement by the City.
9. **Default.** If either party fails to perform or comply with the terms of this Permit, then either party may declare a default and terminate this Permit immediately.
10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between Permittee and City 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 Permit. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees including those incurred in appellate proceedings.

Signature Page to Follow

CITY OF KISSIMMEE

Jackie Espinosa
Mayor/Commissioner

Date: _____

ATTEST:

City Clerk

PERMITTEE

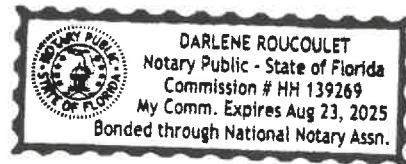
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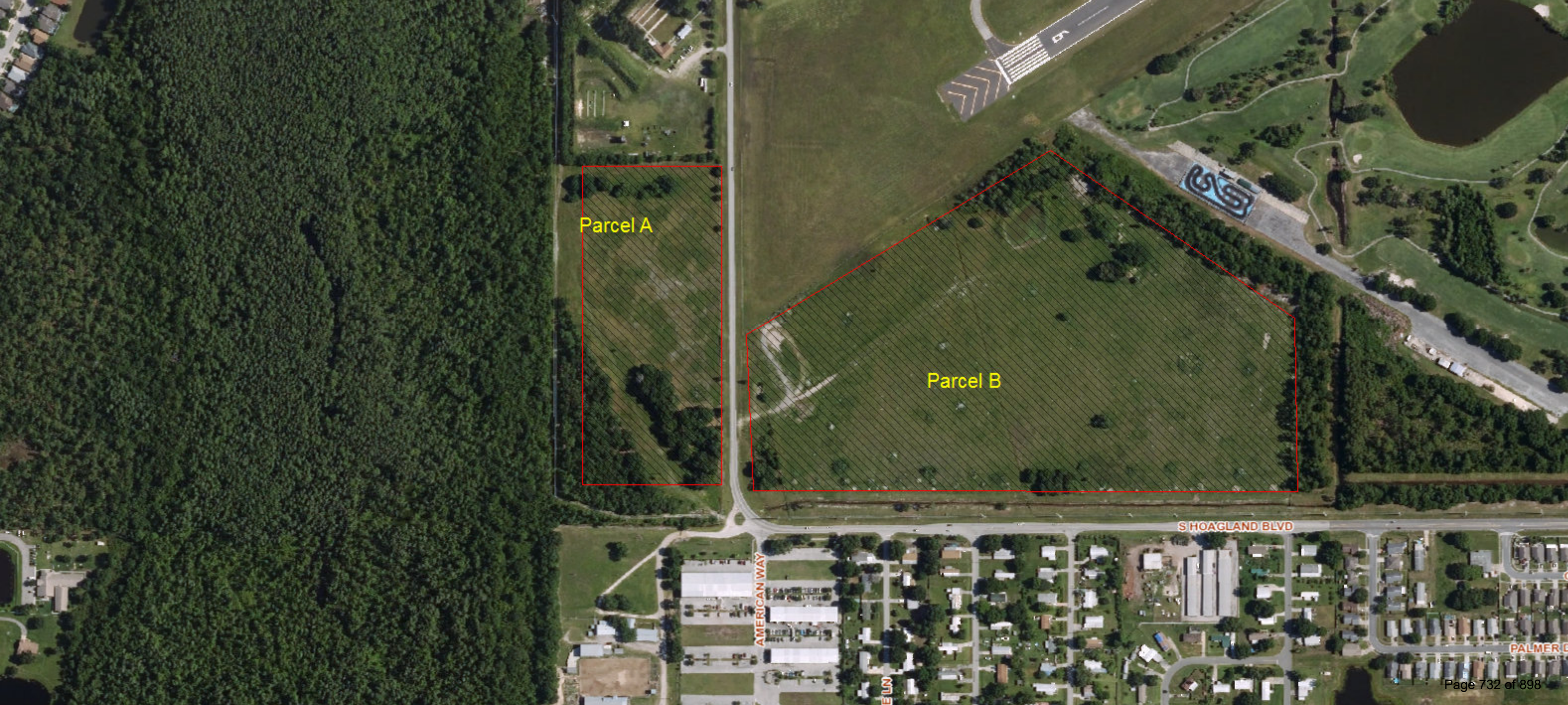
Ted Suh/
Print name

[Signature]
CORPORATE SEAL (or Notary seal)

Approved as to form and correctness this
____ day of _____, 20____

City Attorney





Parcel A

Parcel B

S HOAGLAND BLVD

AMERICAN WAY

E LN

PALMER C

ITEM 7.R

Approval to execute an agreement for Construction Services to Noble Construction for the Haven on Vine

Request

Approval to execute an agreement in response to RFP 2025-010 with Noble Construction for the renovation of the Haven on Vine in an amount not to exceed \$2,120,000 (contract #20250335).

Explanation

On June 17, 2025, the City Commission approved initiating negotiations with Noble Construction (Kissimmee, FL) for the renovation of the Haven on Vine, in response to RFP 2025-010. Noble Construction submitted the most responsive bid in the amount of \$5,880,000. However, due to current funding constraints, the City has elected to move forward with a phased approach. This agreement with Noble Construction will be to renovate phases 2A and 2B for an amount not to exceed \$2,120,000.

The funding sources are as follows:

Community Project Funds in the amount of \$1,800,000.00

CDBG Funds in the amount of \$200,000.00

State of Florida HL205 funds in the amount of \$120,000.00

Phase One Construction will consist of the following:

2A. -40-Efficiency Studio Apartment Units (Hollywood):

- a) Renovate the 40-unit building into 40-efficiency apartments with two accessible units.
- b) Renovate the existing commercial laundry into a tenant laundry.
- c) Exterior facade upgrades.
- d) Upgrade electrical service to have separate electrical panels in each unit.
- e) Remove all cast iron drain piping and replace with PVC piping.
- f) Remove all copper water piping and replace it with PVC piping.
- g) Replace existing plumbing fixtures per plans.
- h) Fire suppression improvements

2B – Office Building Renovation:

- a) The renovation of an existing storage building into an office and administration building

Construction for this portion of the project is estimated to be completed within 120 days.

The agreement with Noble Construction allows for the continuation of the next phases once funds are available, which includes 43 additional studio units and improvements to 40 2/1 bedroom apartments.

The Haven on Vine initiative reflects the City's strong and ongoing commitment to expanding access to affordable, quality housing for vulnerable residents, including low-income households. The renovation of The Haven on Vine supports the City's long-term vision to preserve and enhance affordable housing opportunities while upgrading aging infrastructure to meet modern safety and livability standards.

Upon completion of all phases, The Haven on Vine will offer 123 fully renovated residential and emergency housing units, improving the quality of life for current and future residents.

City of Kissimmee

Recommendation

Staff recommends Commission approval and authorization for the City Manager to execute any subsequent approvals for this project phase.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

1. (S) - (2025-07-31) RFP2025-010 Haven CDBG Reno Agreement (EXECUTION COPY)

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND COMMUNITY PROJECT
FUNDING (CPF) GRANT CONTRACT FOR PUBLIC IMPROVEMENTS BETWEEN**

THE CITY OF KISSIMMEE, FLORIDA

AND

NOBLE CONSTRUCTION GROUP-FLORIDA

THIS CDBG AND CPF CONTRACT (hereinafter the "Contract") is made and entered into by and between the **City of Kissimmee**, a Florida municipal corporation, with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "**CITY**"), and **NOBLE CONSTRUCTION GROUP-FLORIDA**, a Florida limited liability company, with a mailing address of 366 N. Beaumont Avenue, Kissimmee, Florida 34741 (hereinafter referred to as "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, **CITY** is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development, improving public facilities, and improving permanent residential structures as further detailed in the Consolidated Plan for Housing and Community Development Programs 2020-2025; and

WHEREAS, **CITY** purchased the Motel 8, located at 1815 W. Vine Street with the intent of converting the property into emergency housing and apartment units currently known as the Haven on Vine (the "Haven"); and

WHEREAS, in addition to CDBG funds, **CITY** was awarded a Community Project Funding ("CPF") grant (Agreement No. B-24-CP-FL-0643) on March 6, 2025 to help facilitate the renovation, rehabilitation, architectural, and engineering costs associated with renovation of the Haven; and

WHEREAS, **CITY** published RFP #2025-010 to solicit contractors for renovation of the Haven on Vine (the "Project") phases of the Project: Phase 1A and 1B (the main building with 43 studio units and 40 two-bedroom apartments) and Phase 2A and 2B (the annex building, including 40 studio units and an office building); and

WHEREAS, pursuant to RFP#2025-010, **CONTRACTOR** provides the services requested by **CITY** and was the most responsive bidder; and

WHEREAS, **CITY** has given prior notice that the Project must comply and carry out all of its activities in accordance with the CDBG and CPF Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the **CITY** and **CONTRACTOR** agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

A. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part of this Contract.

1. **Exhibits; Attachments.** The following documents are attached and referred to in this Contract and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	Required Contractor Information
"B-1"	Scope of Work
"B-2"	Contractor's Clarifications and Assumptions
"C"	Budget
"D"	Request for Change Orders
"E"	Request for Payment Form
"F"	CDBG Program Requirements
"G"	Reporting Schedule
"H"	Equal Employment Opportunity Clause for contractors and their contractors and Subcontractors
"I"	Standard Solicitation and Bid and Contract Language
"J"	Davis Bacon Act Requirements
"K"	Certification Regarding Lobbying
"L"	Section 3 Economic Opportunity Clause and Report
"M"	Certification Regarding Drug-Free Workplace Requirement
	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

*The forms of the Exhibits are subject to change from time to time in the sole discretion of the **CITY** in order to comply with the requirements of **CITY's** Housing and Community Development Program and/or the CDBG Program.

B. National Objectives and Use. **CITY** certifies that the activities carried out with the funds provided under this Contract will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2), 24 CFR §570.201(c) and 24 CFR §570.208(a)(1).

C. Federal funds. Under the terms and conditions of this Contract, **CITY** has allocated a subaward to **CONTRACTOR** in the amount not to exceed TWO MILLION, ONE HUNDRED TWENTY THOUSAND DOLLARS (\$2,120,000.00) CDBG and COMMUNITY PROJECT ("CFP") funds which are to be used in accordance with all requirements imposed by federal statutes, regulations and the terms of this Contract towards improvement costs of the Project. Pursuant to 2 CFR §200.331, the required Subaward information is attached as **Exhibit "A"**. Any funds remaining unexpended or not disbursed to **CONTRACTOR** by the **CITY** as of the Completion Date (as later defined) of this Contract may be de-obligated from this Contract and made available for other **CITY** projects as determined by the **CITY**.

D. Statement of Work/Project Description. As described in this Contract, **CONTRACTOR** will use these CDBG and CFP funds towards rehabilitating the Haven (the "Project") consistent with the requirements of RFP#2025-010. The Scope of Work is attached as **Exhibit "B-1"** and made a part hereof by this reference. **CONTRACTOR** will provide the **CITY** with all procurement support for **CITY's** approval prior to entering into any construction sub-contracts. Exhibit " (**"CONTRACTOR'S CLARIFICATIONS"**) sets forth certain clarifications and assumptions agreed upon between the Contractor and the City at the time of execution. To the extent any conflict exists between this Agreement and any other document including exhibits that cannot be resolved between the Parties

after taking into consideration this Contract and attached exhibits ("Contract Documents"), and industry standards, the following Contract Documents shall govern and be interpreted in the following ranked order of precedence: (a) mutually executed Modifications including Change Orders, if any, with those of a later date having precedence over those of an earlier date; (b) Contractor's Clarifications attached as Exhibit "B-2"; (c) any addenda including exhibits or modifications thereto, if any, with those of a later date having precedence over those of an earlier date; (d) this Agreement; (f) Drawings, only if an interpretation of the drawings is reasonable; and (g) any other remaining Contract Documents. If an ambiguity or conflict arises out of an unknown or unforeseen condition because the Contract Documents did not fully identify a condition or issue or as result of additional modifications or changes as may be requested by the City, additional costs and time may necessitate a modification or adjustment through the Change Order process.

- E. Goals and Performance Measures; Implementation Schedule.** During the term of this Contract, **CONTRACTOR** agrees to work diligently towards the completion of the Project. HUD requires the **CITY** to timely spend its CDBG funds. Therefore, it is critical that **CONTRACTOR** complies with the time deadlines established in this Contract. Time is of the essence. **CONTRACTOR's** failure to work diligently toward timely completing the Project and other incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the **CITY** ceasing to distribute funds pursuant to this Contract so that the **CITY** may reallocate these funds for other uses or projects.
- F. Expenditure of Funds/Budget.** **CONTRACTOR** shall use the CDBG funds for eligible expenses permitted under the CDBG regulations, as set forth in 24 CFR Part 570 and in accordance with **Exhibit "C"** and made a part hereof by this reference. **CITY** may require a more detailed budget breakdown than the Budget attached hereto, and **CONTRACTOR** shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the **CITY**. **CITY** and/or **CONTRACTOR** may also require changes in line items or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing and Community Development Manager. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "D" ("Change Order Process")**. Expenditures shall be directly attributable to the Project. Subject to the Change Order Process and adjustments herein, **CONTRACTOR** shall be responsible for any cost overruns over the budgeted amount set forth in Exhibit C or as otherwise agreed to with the **CITY**. **CONTRACTOR** shall not use any funds for prohibited activities as set forth in 24 CFR §570.207 and is also prohibited from using these subaward funds or personnel employed in the administration of activities under this Contract for political activities, inherently religious activities, or lobbying. If the Housing and Community Development Manager determines that **CONTRACTOR** is not utilizing the funds in accordance with this Contract, **CITY** may reduce or otherwise alter the funding amount of the Contract. Any of the funds allocated to **CONTRACTOR** for this Project which are not expended within the term of this Contract shall be retained by the **CITY**. **CONTRACTOR** will not be reimbursed by the **CITY** for any Project costs or expenses not incurred within the terms of this Contract. Reimbursement of eligible expenses shall be made in accordance with performance using the Request for Payment form attached hereto as **Exhibit "E"**.

Notwithstanding anything to the contrary in this Contract, **CITY** also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said Budget may be modified by the **CITY** accordingly. **CONTRACTOR** acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the **CITY**.

- G. Performance Monitoring.** **CITY** will monitor **CONTRACTOR's** performance as necessary and in accordance with 2 CFR §200.327-.332 to ensure compliance with the terms of this Contract, including the timeframes and performance standards as required herein. Further monitoring requirements are

set forth in Section 2 herein. Substandard performance as determined by the **CITY** will constitute non-compliance with this Contract. If action to cure such substandard performance is not taken by **CONTRACTOR** within thirty (30) days after written notice of same, **CITY** may impose additional conditions on **CONTRACTOR** and its use of funds pursuant to the terms of this Contract, suspend or terminate this Contract, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. **CONTRACTOR** must return any funds within 5 days of the **CITY**'s written request when an act of uncured substandard performance or other material breach occurs.

- H. Term.** This Contract shall be in effect upon execution and subject to a Notice to Proceed as set forth below which shall include a Completion Date ("Completion Date"). Costs may not be incurred after the Completion Date. Notwithstanding anything herein to the contrary, **CONTRACTOR**'s obligations to the **CITY** shall not end until all close-out requirements are completed, including, but not limited to, such things as issuing final payments, disposing of program assets, retention of records, and use and maintenance requirements for any real property, if applicable. Also, notwithstanding the foregoing, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which **CONTRACTOR** remains in control of funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract.

CONTRACTOR shall commence the Work including each phase of the construction upon seven (7) days after the occurrence of the last of the following events: (a) execution of this Agreement; (b) **CITY**'S issuance of a written Notice to Proceed to the **CONTRACTOR** including verification of the Start Date and Completion Date for each Phase; (c) issuance by the appropriate governmental authority(ies) of the requisite permits needed to commence the Work (including, without limitation, the requisite permits for relocation of utility lines and/or underground utilities and the master building permit); (d) evidence of financing or available funds; (e) utility service (electric and water) for the Project Site; and (f) evidence that City has purchased or otherwise procured the requisite insurance including the required coverages as may be required. **CONTRACTOR**'s actual commencement of the Work earlier than the conditions to commencement required herein shall not modify, accelerate, or alter the construction schedule or result in a waiver of the conditions provided above.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

- A. Applicable Laws and Regulations.** **CONTRACTOR** shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG Program requirements, 24 CFR Part 570, 2 CFR part 200, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Contract. It is **CONTRACTOR**'s responsibility to read, understand, and comply with these laws and regulations. In addition, **CONTRACTOR** shall abide by any and all other applicable federal, state, or local laws, rules, regulations, executive orders, and HUD guidance, notices, and policies governing the funds provided under this Contract, whether presently existing or hereafter promulgated. **CONTRACTOR** shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Kissimmee City Code.
- B. Uniform Administrative Requirements and Cost Principles.** **CONTRACTOR** shall comply with the uniform administrative requirements specified in 24 CFR §570.502 and §570.610. **CONTRACTOR** also agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, as modified by 24 CFR §570.502. **CONTRACTOR** also is required to ensure that any and all contractors/subcontractors providing services or otherwise performing pursuant to this Contract shall comply with 2 CFR part 200. Although 2 CFR part 200 addresses many requirements, some areas of regulation include, but are not limited to, standards for financial and program management, property

and procurement standards, performance and financial monitoring and reporting, **CONTRACTOR** monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. **CONTRACTOR** is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, **CONTRACTOR** will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. **CONTRACTOR** also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200 subpart E if such plan is required. **CONTRACTOR** also agrees to comply with the Program Requirements set forth in **Exhibit "F"** which is attached hereto and incorporated herein by this reference.

C. Procurement/Subcontracting/Third Party Contracts. It is anticipated that the work to be performed under this Contract will be performed by **CONTRACTOR** who is appropriately licensed. **CONTRACTOR** must follow all procurement rules and requirements in accordance with state and local requirements and with 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR § 200.322 regarding the use of specific products made or used with recovered materials. **CONTRACTOR** must maintain oversight to ensure that all contractors, subcontractors or employees perform in accordance with the terms, conditions, and specifications of their contracts and the requirements of this Contract. **CONTRACTOR** also certifies by executing this Contract that it maintains written purchasing procedures in compliance with 2 CFR §200.317-200.326. **CONTRACTOR** must also have written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, or agents engaged in the selection, award and administration of contracts supported by the grant funds. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

CONTRACTOR shall insure that any contracts let in the performance of this Contract shall be awarded on a full and open competition basis in accordance with applicable procurement requirements in 2 CFR § 200. If **CONTRACTOR** procures with quotes or bids, **CONTRACTOR** shall endeavor to secure at least three (3) quotes or sealed bids, as applicable, from qualified licensed contractors. **CONTRACTOR** shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR§ 200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts under Federal Awards. As applicable, these provisions include, but are not limited to provisions for violation or breach of contract terms; termination for cause and termination for convenience provisions; Equal Employment Opportunity requirements; Davis Bacon provisions; the Copeland "Anti-Kickback Act; Contract Work Hours and Safety Standards; Rights to Inventions Made under a contract or Contract; Clean Air Act and Federal Water Pollution Control Act; Debarment and Suspension; the Byrd Anti-Lobbying Amendment; procurement of recovered materials. **CONTRACTOR** shall not enter into any subcontract with any entity, agency or individual in the performance of this Contract without the written consent and approval of the **CITY**, prior to execution of the Contract or other contracts.

CONTRACTOR agrees to furnish **CITY** with a copy of each third-party contract it enters into a Contract with for the performance of work to be undertaken within the scope of this Contract along with documentation concerning the selection process. If **CONTRACTOR** proceeds with obtaining quotes or bids, the lowest and most responsive bidder or lowest quote shall be recommended by

CONTRACTOR to the **CITY** as the selected licensed contractor. **CONTRACTOR** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of construction, the licensed

CONTRACTOR shall file an executed notice of completion or termination and record it in the Osceola County Public Records. Copies of this notice and lien releases shall be filed with the **CITY**. **CITY** shall not be obligated or liable hereunder to any party **CONTRACTOR** enters into contracts with for completion of Project and performance of this Contract.

CONTRACTOR shall keep records demonstrating compliance with these regulations. In the event that the **CITY** receives **CONTRACTOR's** selection of each subcontractor, the **CITY** shall have five (5) business days from receipt of such information to raise any objections. Failure to object within this time frame shall be deemed a waiver by the **CITY** of any claims for non-compliance related to the subcontractor information provided. Consequently, **CONTRACTOR** may proceed with mobilization and further actions as necessary, in reliance on the absence of **CITY's** objections.

D. Records to be Maintained. **CONTRACTOR** shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502.

E. Retention of Records. All records must be accurate, complete and orderly. **CONTRACTOR** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how funds were expended, and all other documents pertinent to the Project and this Contract in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. These documents must be retained for a period of five (5) years from the date of submission of the final expenditure report or for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or **CITY** in the case of a **CONTRACTOR**. The retention period for individual activities shall be the longer of five (5) years after the expiration or termination of this Contract under §570.503, or five (5) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Contract are reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the above, **CONTRACTOR** must also comply with 2 CFR §200.333, which generally states that **CONTRACTOR** may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken; records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; if **CONTRACTOR** is notified by the **CITY**, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the **CITY** to extend the retention period; records for program income after the period of performance; and indirect cost rate proposals and cost allocation plans. Additionally, **CONTRACTOR** must keep records documenting compliance with the equal access requirements of §5.106 for a period of 5 years.

F. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.

- G. Inspection of Records.** At any time during normal business hours and as often as the **CITY**, HUD and/or the Comptroller General of the United States may deem necessary, the **CONTRACTOR** shall make available to the **CITY**, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Contract, and will permit the **CITY**, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract.
- H. Reports.** **CONTRACTOR** shall file reports in accordance with the Reporting Schedule attached as **Exhibit "G"**. **CONTRACTOR** shall e-mail the Housing and Community Development Program Manager with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
- I. Withholding Payments.** **CITY's** obligation to reimburse **CONTRACTOR** is conditioned on **CONTRACTOR's** full compliance with this Contract. A breach of this Contract is grounds for non-payment by the **CITY**.
- J. Closeout.** **CONTRACTOR** agrees to follow all of the closeout procedures required in 24 CFR§ 570.502 and 2 CFR §200.343.

SECTION 4: DISCRIMINATION

CONTRACTOR shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. Non-Discrimination:** **CONTRACTOR** shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. **CONTRACTOR** shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, **CONTRACTOR** must not base on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of facilities or services; restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the funded activity (examples include qualified sign language, oral interpreters, readers, use of tapes, Braille materials, TTD). If **CONTRACTOR** communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. **CONTRACTOR** shall adopt and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

B. Equal Employment Opportunity. **CONTRACTOR** shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "H"**, and made a part hereof by this reference. Executive Order 11246 prohibits discrimination on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of the federally assisted construction contract in excess of \$10,000. Any contracts or subcontracts entered into by **CONTRACTOR** or its subcontractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

C. Compliance with Davis-Bacon Act. **CONTRACTOR** shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5, if applicable. Guidance on these regulations is attached hereto as **Exhibit "I"** and made a part hereof by this reference. A copy of the current Wage Decision, as amended from time to time, must be attached to any construction contract, subcontract, bid document, or other applicable documents. Any construction contracts and other applicable documents entered into by **CONTRACTOR** shall include a

provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. **CONTRACTOR** shall include these federal labor standards provisions (HUD-4010 form) and a copy of the current prevailing Davis Bacon wage determination issued by the Department of Labor in each solicitation, construction contract, and other applicable documents and the award of the contract shall be conditioned upon the acceptance of the wage determination and these terms. **CONTRACTOR** shall ensure that a copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1321) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. **CONTRACTOR** shall also require subcontractors to provide labor and payroll data. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be provided for review by the **CITY** on a weekly basis.

D. Copeland "Anti-Kickback" Act. **CONTRACTOR** shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by **CONTRACTOR** over \$100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

E. Contract Work Hours and Safety Standards Act. **CONTRACTOR** agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by **CONTRACTOR** over \$100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

F. Handicapped Accessibility Requirements. **CONTRACTOR** shall design, construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with these regulations.

G. Utilization of Minority/Women's Business Enterprises. **CONTRACTOR** must take all necessary affirmative steps to ensure that minority business/women's business enterprises, and labor surplus area firms are used when possible, including for consideration for participation in all construction, supply or service contracts or in the performance of this Contract. Affirmative steps must include those items required in 2 CFR §200.321 which include: 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development

Agency of the Department of Commerce; and 6) requiring the **CONTRACTOR**, if subcontracts are to be let, to take the affirmative steps listed in 1-5.

CONTRACTOR shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with this provision. **CONTRACTOR** shall keep records demonstrating compliance with this provision, including data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 012138, the amount of the contract or subcontract, and documentation of the affirmative steps **CONTRACTOR** has taken to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

Notwithstanding anything to the contrary, if the **CONTRACTOR** engages and continues to engage in good faith to comply with the requirements set forth herein, the City shall deem such efforts as meeting the compliance requirements, given the City's timing goals.

H. Political Activities. **CONTRACTOR** shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. **CONTRACTOR** further agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

I. Anti-Lobbying Provision. **CONTRACTOR** shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. **CONTRACTOR** and any subcontractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "J"** and made a part hereof by this reference. **CONTRACTOR** shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Contract.

J. Conflict of Interest. In the procurement of supplies, equipment, construction, and services, **CONTRACTOR** shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. **CONTRACTOR** agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of **CONTRACTOR** must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization, **CONTRACTOR** must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 24 CFR §200.317 and §200.318, **CONTRACTOR** shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by **CONTRACTOR** to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no “person” described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The “persons” covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subcontractors that are receiving CDBG funds. **CONTRACTOR** shall also keep records supporting requests for waivers of conflicts.

CONTRACTOR will disclose in writing any potential conflicts of interest to the **CITY**. By executing this Contract, **CONTRACTOR** covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Contract or the Project being rehabilitated or any other interest which would conflict in any manner with this Contract or the performance of this Contract.

K. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. In accordance with 24 CFR §570.607, projects involving construction where federal funding exceeds \$200,000 and any contract or subcontract exceeds \$100,000, the **CONTRACTOR** shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

1. Section 3 requires that, to the greatest extent possible:
 - a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and
 - b. **CONTRACTOR** shall make and continue to make a good faith effort to select Subcontractors and businesses owned by low- income residents or to businesses in which at least 30% of their permanent employees are low-income residents.
2. **CONTRACTOR** and subcontractors shall be required to provide to the **CITY** plans for complying with these provisions and reports on the extent to which they have met them.
3. The **CONTRACTOR** will include this Section 3 clause in every subcontract for work in connection with the project. The **CONTRACTOR** will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

Notwithstanding anything to the contrary, if the **CONTRACTOR** engages and continues to engage in good faith to comply with the requirements set forth herein, the City shall deem such efforts as meeting the compliance requirements, given the City's timing goals.

CONTRACTOR shall provide quarterly reports and keep records demonstrating compliance with these regulations.

L. Drug-Free Workplace. **CONTRACTOR** will provide a drug-free workplace. **CONTRACTOR** shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 24 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide

implementation in 2 CFR part 182. **CONTRACTOR** shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "L"** and made a part hereof by this reference. **CONTRACTOR** shall ensure that the provisions of the clauses in **Exhibit "L"** are included in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. **CONTRACTOR** will complete this certification and a copy shall be kept in the files of each of the parties of this Contract.

M. Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity. As required in 24 CFR §5.105, a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or **CONTRACTOR** of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquires does not prohibit lawful inquires of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquires made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

O. Debarment and Suspension. **CONTRACTOR** shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. **CONTRACTOR** shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit **CONTRACTOR** from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that **CONTRACTOR** has entered into a contract or subcontract with a debarred or suspended party, no funds will be provided as reimbursement for the work done by that debarred or suspended **CONTRACTOR** or subcontractor. **CONTRACTOR** shall keep copies of the debarment and suspension certifications required by 2 CFR Part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

P. Build America, Buy America (BABA). **CONTRACTOR** and its subcontractors shall comply with the Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 which establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. For purposes of this requirement, buildings and real property are considered infrastructure projects. **CONTRACTOR** may request a BABA waiver if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonable available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent.

SECTION 5: GENERAL TERMS AND CONDITIONS

- A. **Florida Statutes, City Code, and Permits.** **CONTRACTOR** agrees to comply with all laws of the State of Florida and the Kissimmee City Code. In particular, **CONTRACTOR** and any of its employees shall comply with all licensing, registration, and other applicable regulations governing their ability to administer the services and do the work it provides, and all other applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.
- B. **PUBLIC RECORDS.** **CONTRACTOR** specifically 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 and to comply with §119.071, F.S., shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost 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; and
 4. Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of **CONTRACTOR** upon termination of this Agreement 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 system of the City.
 5. If the **CONTRACTOR** has questions regarding the application of Chapter 119, Florida Statutes, to **CONTRACTOR's** duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.
- C. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., **CONTRACTOR** and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
1. **CONTRACTOR** shall require each of its subcontractors to provide **CONTRACTOR** with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. **CONTRACTOR** shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 2. City, **CONTRACTOR**, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 3. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but **CONTRACTOR** otherwise complied, shall promptly notify **CONTRACTOR** and **CONTRACTOR** shall immediately terminate the contract with the subcontractor.
 4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be

challenged pursuant to Section 448.095(2)(d), Fla. Stat. **CONTRACTOR** acknowledges that upon termination of this Agreement by the City for a violation of this section by **CONTRACTOR**, **CONTRACTOR** may not be awarded a public contract for at least one (1) year. **CONTRACTOR** further acknowledges that **CONTRACTOR** is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

5. *Subcontracts.* **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. **CONTRACTOR** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

- D. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
- E. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- F. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- G. **Contract between CITY and HUD.** **CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the CDBG and CPF Contracts between the **CITY** and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Contract or subsequent to the execution of this Contract by the parties hereto.
- H. **Registration.** **CONTRACTOR** agrees to maintain a current registration in the Federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25. If **CONTRACTOR** is not currently

registered, it must do so within ten (10) days of the date **CONTRACTOR** executes this Contract. A unique entity identifier is required for registration. **CONTRACTOR** must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting sub award and executive compensation information. **CONTRACTOR** shall complete and sign the Affidavit attached hereto as **Exhibit "M"** in conjunction with its execution of this Contract and provide any supporting documentation, if required.

- I. **Mandatory disclosures – Violations of Federal criminal law.** **CONTRACTOR** must disclose to the **CITY** all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, includes suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. §3321). By executing this Contract, **CONTRACTOR** warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.

SECTION 6: DISPUTES, DEFAULT AND TERMINATION

- A. **Disputes.** In the event of dispute arising under this Contract, the **CONTRACTOR** shall notify the **CITY** promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the **CONTRACTOR** shall proceed with such work in compliance with the instructions of the **CITY**; such compliance shall not be a waiver of the **CONTRACTOR**'s rights to make a claim, provided they have notified **CITY** in writing as above stipulated.

B. Defaults and Remedies.

1. **Events of Default.** The following events shall constitute an Event of Default under this Contract:

- a. failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR part 570, 2 CFR part 200, or such statutes, laws, regulations, executive orders, and HUD guidelines, HUD guidance, policies or directives as may become applicable at any time;
- b. failure to comply with any of the terms contained in this Contract and such failure continues for a period of thirty (30) days following written notice thereof given by the **CITY**;
- c. failure to fulfill in a timely and proper manner its obligations under this Contract;
- d. ineffective or improper use of funds provided under this Contract;
- e. submission by **CONTRACTOR** at any time of any material representation in any certification, report or communication the **CITY** that is determined by the **CITY** to be false, incomplete, misleading, or incorrect in any material manner;
- f. failure to disclose to the **CITY**, upon demand, the name of all persons with whom **CONTRACTOR** has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor;
or

- g. if any other default occurs under any of the CDBG documents executed by **CONTRACTOR** in connection with this grant by the **CITY** (herein the "CDBG Documents") which is not elsewhere specifically addressed herein.
- h. Notwithstanding any of the forgoing provisions to the contrary, if **CONTRACTOR** has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the **CITY** may, at its sole option, cure such default, provided, however, that the **CITY** shall be under no duty or obligation to do so.

2. Remedies for Non-compliance. If **CONTRACTOR** commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Contract, **CITY** may impose additional conditions as described in 2 CFR §200.207. If **CITY** determines that noncompliance cannot be remedied by imposing additional conditions, **CITY** may take one or more of the following actions, including but not limited to:

- a. Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the **CITY**;
- b. Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the award;
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- e. Withhold further federal awards for the project or program; or
- f. Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Contract, or any other available remedies.

3. Remedies/Suspension and Termination. **CONTRACTOR** and **CITY** will comply with the noncompliance and termination provisions in 2 CFR part 200, subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and .339, **CITY** may suspend or terminate this Contract in whole or in part if **CONTRACTOR** fails to comply with any terms and conditions of this Contract or upon the occurrence of any Event of Default or any other breach of this Contract. **CITY** can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Contract, the CDBG forms, under statutory law, equity or under common law. If **CITY** terminates this Contract, **CONTRACTOR** shall also forfeit to the **CITY** all unexpended monies awarded under the Contract. **CONTRACTOR** may also be required to refund all funds awarded by the **CITY** for any improper expenditures made by **CONTRACTOR** or its subcontractors and such refund shall be made no later than thirty (30) days after requested by the **CITY**.

In accordance with 2 CFR §200.339, **CITY** can terminate the Contract with the consent of **CONTRACTOR** in which case **CONTRACTOR** and **CITY** must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Contract may also be terminated by **CONTRACTOR** or **CITY** with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the **CITY** determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the **CITY** may terminate the award in its entirety.

If this award is terminated or partially terminated, **CONTRACTOR** remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the **CITY** may have available to it.

4. **No Waiver.** Failure of the **CITY** to declare a default shall not constitute a waiver of any rights by the **CITY**. Furthermore, the waiver of any default by the **CITY** shall in no event be construed as a waiver of rights with respect to any other default, past or present.

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between **CITY** and **CONTRACTOR**. **CONTRACTOR** agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with CDBG funds.
- B. **Insurance Coverage.** **CONTRACTOR**, at its sole expense, shall maintain in force at all times during performance under this Contract all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of **CONTRACTOR**'s performance of the Contract. **CITY**, its officers and employees, shall be named as additional insured on all policies of liability insurance. The **CITY** and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to **CITY** prior to execution of this Contract. Required coverage includes:
 1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.
 2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.
 3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.
 4. *Insurance Certificates.* **CONTRACTOR** shall provide **CITY** with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. **CONTRACTOR** shall notify **CITY** in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

C. Indemnification. **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with **CONTRACTOR's** performance or non-performance of this Contract or because of or due to the existence of the Contract itself.

SECTION 8: MISCELLANEOUS PROVISIONS

A. Assignment. **CONTRACTOR** shall not assign or transfer any interest in this Contract without the prior written consent of the **CITY**.

B. No Grant of Vested Rights. This Contract shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by **CONTRACTOR** or anyone it assists.

C. Severability. This Contract shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.

D. Entire Contract/Modification. This Contract, together with all of the Exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Contract may only be modified in writing, signed by both of the parties hereto.

E. Notices. Whenever by the terms of this Contract, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

If to City: Desiree Matthews
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

If to CONTRACTOR: Trent Jones
VP-Construction
366 North Beaumont Ave
Kissimmee, Florida 34741

with a courtesy
email to: TJones@ncgllc.com and DGoldstein@ncgllc.com

F. Compliance with all Laws. Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals as set forth below.

NOBLE CONSTRUCTION GROUP – FLORIDA, a Florida liability company

By: 

Name: David Goldstein

Title: General Counsel

State of New Jersey
County of Hudson

The foregoing instrument was acknowledged before me this 31st day of July, 2025, by means of physical presence, by David Goldstein as General Counsel for NOBLE CONSTRUCTION GROUP - FLORIDA, a Florida limited liability company, who is personally known to me or has produced identification.

Notary Seal:



Notary: 
Print Name: Howard Sydney
My Commission Expires: _____

CITY OF KISSIMMEE

Jackie Espinosa, Mayor

Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY Attorney

EXHIBIT "A"
REQUIRED CONTRACTOR INFORMATION

1. Contractor name (which must match the name associated with its unique entity identifier):

2. Contractor's unique entity identifier: _____
3. Federal Award Identification Number (FAIN): _____
4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: _____
5. Subaward Period of Performance Start Date and End Date: XXXXXX to _____
6. Amount of Federal Funds Obligated by this action by the pass-through entity to the CONTRACTOR: \$XXXXXX
7. Total Amount of Federal Funds obligated to CONTRACTOR by the pass-through entity including the current obligation: \$
8. Total Amount of the Federal Award committed to the CONTRACTOR by the pass-through entity: \$XXXXXX
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official of the Pass-through entity: U.S. Department of Housing and Urban Development; City of Kissimmee; Frances De Jesus; 101 Church Street, Kissimmee, FL 34741; 407-518-2156.
11. CPF Number _____; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement: 14.218, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): N/A

EXHIBIT "B-1"

SCOPE OF WORK

1. This project is Federally Funded. Applicable federal regulations, such as CDBG Program requirements set forth in 24 CFR 570, subpart K, and the Code of Federal Regulations in 2 CFR Part 200, may apply. The City purchased the former Super 8 hotel, now known as the Haven on Vine project, to convert into a combined use of emergency housing and affordable apartment units.
2. The property is located at 1815 W. Vine Street in Kissimmee. It will have 40 emergency housing units and 80 apartment units available to qualifying applicants in need.
3. The development will consist of emergency beds, studio apartments, and two-bedroom apartments, providing housing for low- and moderate-income residents.
4. The project's primary funding sources are the American Rescue Funds, Community Project Funds, the County, City, HOME Investment Partnerships American Rescue Plan, and the Community Development Block Grant.
5. The construction will include all site work, utilities, and renovation/construction of buildings required to provide fully functional facilities.
6. The project is divided into two major phases: Phases 1A and 1B (the Main Building with 43 studio units and 40 (2) bedroom apartments) and Phases 2A and 2B (the Annex Building with 40 studio units and an office building).

Phase 1A – 43-Efficiency Studio Apartment Units:

- a) Renovate the 43-room hotel into 43-efficiency apartments with two accessible units.
- b) Renovate the common area into an upgraded meeting room, construct new restrooms, and replace PTAC units.
- c) Exterior facade upgrades.
- d) Upgrade electrical service to have separate electrical panels in each unit.
- e) Remove all cast iron drain piping and replace with PVC piping.
- f) Remove all copper water piping and replace it with PVC piping.
- g) Replace existing plumbing fixtures per plans.
- h) Fire sprinkler design is to be provided by others.

Phase 1B – Ten Fourplex Apartment Building Renovation:

- a) The Update the exterior/facade of each of the ten fourplexes per approved plans.
- b) Roof Replacement (10 Buildings)

Phase 2A – 40-Efficiency Studio Apartment Units:

- a) Renovate the 40-room hotel into 40-efficiency apartments with two accessible units.
- b) Renovate the existing commercial laundry into tenant laundry.
- c) Exterior facade upgrades.
- d) Upgrade electrical service to have separate electrical panels in each unit.
- e) Remove all cast iron drain piping and replace with PVC piping.
- f) Remove all copper water piping and replace it with PVC piping.
- g) Replace existing plumbing fixtures per plans.
- h) Fire sprinkler design is to be provided by others.

Phase 2B – Office Building Renovation:

- a) The renovation of an existing storage building into an office and administration building in Phase 2B

Attachment A:	Local Vendor Affidavit of Eligibility
Attachment B:	Understanding of RFP Procedures, Terms, and Conditions
Attachment C:	Reference
Attachment D:	Phase 1A – 43-Efficiency Studio Apartment Units
Attachment E:	Phase 1A – Energy Cals
Attachment F:	Phase 1B – Ten Fourplex Apartment Building Renovation
Attachment G:	Phase 2A – 40-Efficiency Studio Apartment Units
Attachment H:	Phase 2A – Energy Conservation Checklist-2A-022025-Signed
Attachment I:	Phase 2B – Office Building Renovation
Attachment J:	Phase 2B – Energy Conservation Checklist-2B-022025-Signed
Attachment K:	Specifications
Attachment L:	Wage Decision
Attachment M:	Project Location

20 May, 2025
Hand Carry Submission

Debbie Luke, Purchasing Coordinator
City of Kissimmee – Purchasing Division
101 Church Street – Finance Department, 4th Floor
Kissimmee, Florida 34741

SUBJECT: **Submission for RFP 2025-010**
 Haven on Vine Renovation Project

Mrs. Luke:

Please accept the package accompanying this letter as submission for the above referenced project by Noble Construction Group-Florida (Noble).

Through this correspondence the Noble Team confirms the following:

1. The Noble Team 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.
2. The Noble Team has not divulged or discussed his offer with other proposers.
3. The pricing offered by the Noble Team has been determined independently without collusion with other proposers for the purpose of restricting competition.
4. The Noble Team has made no attempt to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.
5. The Noble Team will be adhering to the requirements of the Jessica Lunsford Act as applies to this scope of work.
6. The Noble Team acknowledges receipt of both addendum 1 (dated 5/1/25) and addendum 2 (dated 5/8/25) and associated supplemental documents referenced within the addendum.

This submission includes one (1) original copy of all required documents, five (5) copies of the entire bid package, and one (1) electronic copy of all submitted documents.

We appreciate the opportunity to provide this proposal and look forward to once again partnering with the City. **We have collected a grouping of potential value alternates that can be discussed.** Please contact me directly with any questions concerning this submission.

Sincerely,



Trent Jones

Vice President - Construction

366 North Beaumont Avenue, Kissimmee, FL 34741

Attachment A

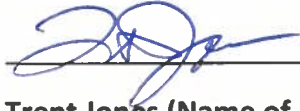
Local Vendor Affidavit of Eligibility

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

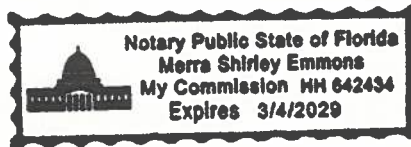
Before me on this 20th day of May 2025, personally appeared Trent Jones being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says: Noble Construction Group-Florida MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.

Qualification documentation attached.

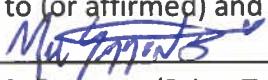


Signature of Affiant

Trent Jones (Name of Affiant)
3532 Cullen Lake Shore Drive
Belle Isle, Florida 32812



State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this 20th day of May 2025, by


(Signature of Notary Public-State of Florida)
Merra S. Emmons (Print, Type, or Stamp commissioned name of notary public)

XXX personally known or ____ produced identification.

Type of identification produced _____

Attachment B

Understanding of RFP Procedures, Terms and Conditions

(To be returned with qualifications submission)

Invitation to Submit Proposal
City of Kissimmee, Florida
RFP2025-010

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Development Team: **Noble Construction Group-Florida**

Representative's Signature: _____

Representative's Printed Name: **Trent Jones, Vice President-Construction**

Date: **5/20/25**

Attachment C

REFERENCES:

1. Company Name: **Skyview Companies**

Contact Name: **Michael Dana**

Contact e-mail: mdana@skyviewcompanies.com

Contact Phone Number: (973) 476-9251

Description of Work: Twenty-acre site that will be developed in 3 phases. Phase 1 consists of the extension of the city street grid, utilities, and master stormwater system, along with 312 market-rate apartments including a resort-style pool deck, gym, clubhouse, and landscaped private courtyards.

Contract Amount: \$59,800,000

Contract Start Date: February, 2023

2. Company Name: **Adam America Real Estate**

Contact Name: **Josh Zucker**

Contact e-mail: josh@adamamericare.com

Contact Phone Number: (917) 753-4330

Description of Work: The construction project will be 250 market-rate residential units consisting of three (3) 4-story residential apartment buildings with open breezeways and three (3) 3-story “carriage houses”. Amenities include a fitness center, swimming pool, two (2) playground areas, business center, clubhouse area, a dog wash building and park, and two (2) detached 6-Bay Garages. In addition, there is a maintenance building and a trash compactor in this residential community.

Contract Amount: \$45,500,000

Contract Start Date: December, 2023

3. Company Name: **Lonicera Partners**

Contact Name: **John Evans**

Contact e-mail: jevans@lonicerapartners.com

Contact Phone Number: (917) 697-9199

Description of Work: The site is to be developed as a 42-story mixed-use residential building with ground floor retail space, gymnasium, a roof terrace, and 295 residential rental units. Located in downtown Brooklyn, the building will have a gross area of roughly 326,415 square feet.

Contract Amount: \$111,000,000

Contract Start Date: June, 2023

In Re: Attachments D through K

Haven on Vine Renovation - Kissimmee

DRAWING LOG

rev1



5/8/2025

NUMBER	DESCRIPTION	TYPE	FORMAT	DATE	REVISED DATE	REVISION	PAGES
	Phase 1A Drawings						
A000	Cover Sheet	Drawing	.pdf	1/13/2025		0	1
A001	General Notes	Drawing	.pdf	1/13/2025		0	1
A002	Overall Site Plan - Existing	Drawing	.pdf	1/13/2025		0	1
A003	Overall Site Plan - Proposed	Drawing	.pdf	1/13/2025		0	1
A004	First Floor - Life Safety Plan	Drawing	.pdf	1/13/2025		0	1
A005	Second Floor - Life Safety Plan	Drawing	.pdf	1/13/2025		0	1
C100	Cover Sheet	Drawing	.pdf	1/9/2025		0	1
C200	Non-Civil Utility Coordination Plan	Drawing	.pdf	1/9/2025		0	1
C300	Water Utility	Drawing	.pdf	1/9/2025		0	1
C400	TOHO Water Authority General Notes	Drawing	.pdf	1/9/2025		0	1
C500	TOHO Water Authority Details	Drawing	.pdf	1/9/2025		0	1
A100	First Floor - Existing Floor Plan	Drawing	.pdf	1/13/2025		0	1
A101	Second Floor - Existing Floor Plan	Drawing	.pdf	1/13/2025		0	1
A102	First Floor - Demolition Floor Plan	Drawing	.pdf	1/13/2025		0	1
A103	Second Floor - Demolition Floor Plan	Drawing	.pdf	1/13/2025		0	1
A104	Enlarged Plans - Existing and Demolition	Drawing	.pdf	1/13/2025		0	1
A105	Enlarged Plans - Existing and Demolition	Drawing	.pdf	1/13/2025		0	1
A106	First Floor - Proposed Floor Plan	Drawing	.pdf	1/13/2025		0	1
A107	Second Floor - Proposed Floor Plan	Drawing	.pdf	1/13/2025		0	1
A200	Main Office - Enlarged Proposed Plan	Drawing	.pdf	1/13/2025		0	1
A201	Studio Apartment - Enlarged Proposed Plan	Drawing	.pdf	1/13/2025		0	1
A202	Laundry - Enlarged Proposed Plan	Drawing	.pdf	1/13/2025		0	1
A203	Enlarged Plan - Reflected Ceiling	Drawing	.pdf	1/13/2025		0	1
A300	Main Office - Enlarged and Interior Elevations	Drawing	.pdf	1/13/2025		0	1
A301	Main Office Bathroom - Enlarged and Interior Elevations	Drawing	.pdf	1/13/2025		0	1
A302	Kitchenette and Unit Baths - Enlarged and Elevations	Drawing	.pdf	1/13/2025		0	1
A303	Kitchenette and Unit Baths - Enlarged and Elevations - FHA	Drawing	.pdf	1/13/2025		0	1
A304	Elevations - Existing	Drawing	.pdf	1/13/2025		0	1

Haven on Vine Renovation

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Page 762 of 898

A305	Elevations - Proposed	Drawing	.pdf	1/13/2025		0	1
A306	Elevations - Proposed	Drawing	.pdf	1/13/2025		0	1
A400	Roof Plan - Existing	Drawing	.pdf	1/13/2025		0	1
A401	Roof Plan - Proposed	Drawing	.pdf	1/13/2025		0	1
A500	Main Office - Building Section	Drawing	.pdf	1/13/2025		0	1
A501	Main Office - Enlarged Building Section Details	Drawing	.pdf	1/13/2025		0	1
A502	Main Office - Enlarged Building Section Details	Drawing	.pdf	1/13/2025		0	1
A600	Studio Apt - Door and Window Schedules and Elevations	Drawing	.pdf	1/13/2025		0	1
A601	Main Office - Door and Window Schedules and Elevations	Drawing	.pdf	1/13/2025		0	1
A700	Perimeter Fence, Sidewalk, and Light Equipment	Drawing	.pdf	1/13/2025	5/1/2025	ADD2	1
A701	FDOT Standards	Drawing	.pdf	1/13/2025		0	1
A702	FDOT Standards	Drawing	.pdf	1/13/2025		0	1
A703	FDOT Standards	Drawing	.pdf	1/13/2025		0	1
S001	Structural General Notes	Drawing	.pdf	1/13/2025		0	1
S002	Structural General Notes	Drawing	.pdf	1/13/2025		0	1
S100	Foundation - Proposed Floor Plan	Drawing	.pdf	1/13/2025		0	1
S200	Second Floor Framing Plan	Drawing	.pdf	1/13/2025		0	1
S300	Roof Framing - Proposed Floor Plan	Drawing	.pdf	1/13/2025		0	1
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SD200	Foundation Details	Drawing	.pdf	1/13/2025		0	1
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FS100	Mechanical Legends, Abbreviations, and Index	Drawing	.pdf	1/14/2025		0	1
FS101	Fire Sprinkler Specifications	Drawing	.pdf	1/14/2025		0	1
FS200	Fire Sprinkler Plan - 1st Floor	Drawing	.pdf	1/14/2025		0	1
FS201	Fire Sprinkler Plan - 2nd Floor	Drawing	.pdf	1/14/2025		0	1
FS202	Fire Sprinkler Plan - Attic Plan	Drawing	.pdf	1/14/2025		0	1
FS300	Fire Sprinkler Details	Drawing	.pdf	1/14/2025		0	1
FS301	Fire Penetration Details	Drawing	.pdf	1/14/2025		0	1
FS302	Fire Penetration Details	Drawing	.pdf	1/14/2025		0	1
E001	Electrical - General	Drawing	.pdf	1/14/2025	5/1/2025	ADD2	1
E010	Electrical Demolition Plan	Drawing	.pdf	1/14/2025		0	1
E101	Electrical and Telecommunications Site Plan	Drawing	.pdf	1/14/2025		0	1
E201	New Electrical Plan - 1st Floor	Drawing	.pdf	1/14/2025		0	1
E202	New Electrical Plan - 2nd Floor	Drawing	.pdf	1/14/2025		0	1

E203	Enlarged Electrical Plan	Drawing	.pdf	1/14/2025		0	1
E801	Electrical Schedules and Diagrams	Drawing	.pdf	1/14/2025	5/1/2025 ADD2		1
E802	Electrical Schedules and Diagrams	Drawing	.pdf	1/14/2025		0	1
E803	ELV Diagrams and Elevations	Drawing	.pdf	1/14/2025		0	1
E901	Electrical Details	Drawing	.pdf	1/14/2025		0	1
E902	Electrical Details	Drawing	.pdf	1/14/2025		0	1
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P101	Plumbing Specifications	Drawing	.pdf	1/14/2025		0	1
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P201	Plumbing Overall Plan - 2nd Floor	Drawing	.pdf	1/14/2025		0	1
P300	Plumbing Enlarge Plan - Sanitary/Water	Drawing	.pdf	1/14/2025		0	1
P301	Plumbing Enlarge Plan - Sanitary/Water	Drawing	.pdf	1/14/2025		0	1
P302	Plumbing Riser Diagram - Sanitary/Water	Drawing	.pdf	1/14/2025		0	1
P303	Plumbing Riser Diagram - Sanitary/Water	Drawing	.pdf	1/14/2025		0	1
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M201	Mechanical Overall Plan - 2nd Floor	Drawing	.pdf	1/14/2025		0	1
M300	Mechanical Enlarge Plan - Ductwork / Piping	Drawing	.pdf	1/14/2025		0	1
M301	Mechanical Enlarge Plan - Ductwork / Piping	Drawing	.pdf	1/14/2025		0	1
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A101	Existing and Demolition - First and Second Floor Plan	Drawing	.pdf	1/13/2025		0	1
A102	First Floor - Proposed Floor Plan	Drawing	.pdf	1/13/2025		0	1
A201	Front Elevations - Existing and Demolition	Drawing	.pdf	1/13/2025		0	1
A202	Rear Elevations - Existing and Demolition	Drawing	.pdf	1/13/2025		0	1
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A204	Right Elevations - Existing and Demolition	Drawing	.pdf	1/13/2025		0	1
A205	Front and Rear Elevations - Proposed - Bldg A/C/E/F/H/J	Drawing	.pdf	1/13/2025		0	1
A206	Left and Right Elevations - Proposed - Bldg A/C/E/F/H/J	Drawing	.pdf	1/13/2025		0	1
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A202	Enlarged Plan - Reflected Ceiling	Drawing	.pdf	2/28/2025		0	1
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SD300	Framing Details - Roof	Drawing	.pdf	2/28/2025		0	1
FS100	Mechanical Legends, Abbreviations, and Index	Drawing	.pdf	2/26/2025		0	1
FS101	Fire Sprinkler Specifications	Drawing	.pdf	2/26/2025		0	1
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FS201	Fire Sprinkler Plan - 2nd Floor	Drawing	.pdf	2/26/2025		0	1
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E101	Site Electrical Plan	Drawing	.pdf	2/26/2025		0	1
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E202	New Power and Systems Plan - 2nd Floor	Drawing	.pdf	2/26/2025		0	1
E401	Electrical Plans - Living Units	Drawing	.pdf	2/26/2025		0	1
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E802	Electrical Schedules and Diagrams	Drawing	.pdf	2/26/2025		0	1
E803	ELV Diagrams and Elevations	Drawing	.pdf	2/26/2025		0	1
E901	Electrical Details	Drawing	.pdf	2/26/2025		0	1
E902	Electrical Details	Drawing	.pdf	2/26/2025		0	1
P100	Plumbing Legends, Abbreviations, and Index	Drawing	.pdf	2/26/2025		0	1
P101	Plumbing Specifications	Drawing	.pdf	2/26/2025		0	1
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P202	Plumbing Overall Plan - 2nd Floor	Drawing	.pdf	2/26/2025		0	1
P300	Plumbing Enlarge Plan - Sanitary/Water	Drawing	.pdf	2/26/2025		0	1
P301	Plumbing Riser Diagram - Sanitary	Drawing	.pdf	2/26/2025		0	1
P302	Plumbing Riser Diagram - Water	Drawing	.pdf	2/26/2025		0	1
P400	Plumbing Fixture Schedule	Drawing	.pdf	2/26/2025		0	1
P500	Plumbing Details	Drawing	.pdf	2/26/2025		0	1
P600	Fire Penetration Details	Drawing	.pdf	2/26/2025		0	1
P601	Fire Penetration Details	Drawing	.pdf	2/26/2025		0	1
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M101	Mechanical Specifications	Drawing	.pdf	2/26/2025		0	1
M200	Mechanical Floor Plan - 1st Floor	Drawing	.pdf	2/26/2025		0	1
M201	Mechanical Floor Plan - 2nd Floor	Drawing	.pdf	2/26/2025		0	1
M300	Mechanical Enlarge Plan - Ductwork/Piping	Drawing	.pdf	2/26/2025		0	1
M400	Mechanical Equipment Schedule	Drawing	.pdf	2/26/2025		0	1
M500	Mechanical Details	Drawing	.pdf	2/26/2025		0	1
M501	Mechanical Details	Drawing	.pdf	2/26/2025		0	1
	Phase 2B Drawings						
A000	Cover Sheet	Drawing	.pdf	2/28/2025		0	1
A001	General Notes	Drawing	.pdf	2/28/2025		0	1
A002	Overall Site Plan - Existing	Drawing	.pdf	2/28/2025		0	1

A003	Overall Site Plan - Proposed	Drawing	.pdf	2/28/2025		0	1
A004	Annex Building - Life Safety Plan	Drawing	.pdf	2/28/2025		0	1
A100	Annex Building - Existing and Demolition	Drawing	.pdf	2/28/2025		0	1
A101	Annex Building - Proposed Floor Plan	Drawing	.pdf	2/28/2025		0	1
A102	Annex Building Restrooms - Enlarged and Elevations	Drawing	.pdf	2/28/2025		0	1
A200	Elevations - Existing and Demolition	Drawing	.pdf	2/28/2025		0	1
A201	Elevations - Proposed	Drawing	.pdf	2/28/2025		0	1
A300	Roof Plan - Existing and Proposed	Drawing	.pdf	2/28/2025		0	1
A400	Annex Building - Reflected Ceiling Plan	Drawing	.pdf	2/28/2025		0	1
A500	Door and Finishes Schedules	Drawing	.pdf	2/28/2025		0	1
S001	Structural General Notes	Drawing	.pdf	2/28/2025		0	1
S002	Structural General Notes	Drawing	.pdf	2/28/2025		0	1
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S200	Roof Framing Plan - Phase 2B	Drawing	.pdf	2/28/2025		0	1
SD100	Charts and Schedules	Drawing	.pdf	2/28/2025		0	1
SD200	Foundation Details	Drawing	.pdf	2/28/2025		0	1
SD300	Framing Details - Roof	Drawing	.pdf	2/28/2025		0	1
FS100	Fire Protection General Notes, Legendds, Abbreviations, and Index	Drawing	.pdf	2/26/2025		0	1
FS101	Fire Protection Specifications	Drawing	.pdf	2/26/2025		0	1
FS200	Fire Sprinkler Floor Plan	Drawing	.pdf	2/26/2025		0	1
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E001	Electrical General	Drawing	.pdf	2/26/2025		0	1
E101	Electrical and Telecommunications Site Plan	Drawing	.pdf	2/26/2025		0	1
E203	Electrical Plans	Drawing	.pdf	2/26/2025		0	1
E801	Electrical Diagrams and Schedules	Drawing	.pdf	2/26/2025		0	1
E802	ELV Diagrams ad Elevations	Drawing	.pdf	2/26/2025		0	1
E901	Electrical Details	Drawing	.pdf	2/26/2025		0	1
E902	Electrical Details	Drawing	.pdf	2/26/2025		0	1
P100	Plumbing Legends, Abbreviations, and Index	Drawing	.pdf	2/26/2025		0	1
P101	Plumbing Specifications	Drawing	.pdf	2/26/2025		0	1
P200	Plumbing Floor Plan - Riser Diagram	Drawing	.pdf	2/26/2025		0	1
P300	Plumbing Fixture Schedule and Details	Drawing	.pdf	2/26/2025		0	1
M100	Mechanical Legends, Abbreviations, and Index	Drawing	.pdf	2/26/2025		0	1

M101	Mechanical Specifications	Drawing	.pdf	2/26/2025		0	1
M200	Mechanical Floor Plan - Ductwork/Piping	Drawing	.pdf	2/26/2025		0	1
M300	Mechanical Equipment Schedule	Drawing	.pdf	2/26/2025		0	1
M400	Mechanical Details	Drawing	.pdf	2/26/2025		0	1
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03 10 00	Concrete Forming and Accessories	Sheet	.pdf	1/13/2025		0	2
03 20 00	Concrete Reinforcing	Sheet	.pdf	1/13/2025		0	3
03 30 00	Cast-In-Place Concrete	Sheet	.pdf	1/13/2025		0	7
04 05 11	Masonry Mortaring and Grouting	Sheet	.pdf	1/13/2025		0	3
04 20 00	Unit Masonry	Sheet	.pdf	1/13/2025		0	4
05 52 13	Pipe and Tube Railings	Sheet	.pdf	1/13/2025		0	4
06 05 73	Wood Treatment	Sheet	.pdf	1/13/2025		0	2
06 10 00	Rough Carpentry	Sheet	.pdf	1/13/2025		0	9
06 20 00	Finish Carpentry	Sheet	.pdf	1/13/2025		0	5
07 13 00	Sheet Waterproofing	Sheet	.pdf	1/13/2025		0	3
07 21 00	Thermal Insulation	Sheet	.pdf	1/13/2025		0	2
07 21 29	Sprayed Insulation	Sheet	.pdf	1/13/2025		0	2
07 25 00	Weather Barriers	Sheet	.pdf	1/13/2025		0	3
07 41 13	Metal Roof Panels	Sheet	.pdf	1/13/2025		0	4
07 62 00	Sheet Metal Flashing and Trim	Sheet	.pdf	1/13/2025		0	3
07 71 23	Manufactured Gutters and Downspouts	Sheet	.pdf	1/13/2025		0	3
07 72 00	Roof Accessories	Sheet	.pdf	1/13/2025		0	3
07 92 00	Joint Sealants	Sheet	.pdf	1/13/2025		0	6
08 11 13	Hollow Metal Doors and Frames	Sheet	.pdf	1/13/2025		0	5
08 14 33	Stile and Rail Wood Doors	Sheet	.pdf	1/13/2025		0	3
08 41 26	All-Glass Entrances and Storefronts	Sheet	.pdf	1/13/2025		0	5
08 51 13	Aluminum Windows	Sheet	.pdf	1/13/2025		0	5
08 71 00	Door Hardware	Sheet	.pdf	1/13/2025		0	4
08 83 00	Mirrors	Sheet	.pdf	1/13/2025		0	3
08 80 00	Glazing	Sheet	.pdf	1/13/2025		0	7
08 91 00	Louvers	Sheet	.pdf	1/13/2025		0	3

09 21 16	Gypsum Board Assemblies	Sheet	.pdf	1/13/2025		0	7
09 30 00	Tiling	Sheet	.pdf	1/13/2025		0	6
09 51 00	Acoustical Ceilings	Sheet	.pdf	1/13/2025		0	3
09 64 33	Laminated Wood Flooring	Sheet	.pdf	1/13/2025		0	2
09 65 00	Resilient Flooring	Sheet	.pdf	1/13/2025		0	3
09 91 13	Exterior Painting	Sheet	.pdf	1/13/2025		0	6
09 91 23	Interior Painting	Sheet	.pdf	1/13/2025		0	6
10 28 00	Toilet, Bath, and Laundry Accessories	Sheet	.pdf	1/13/2025		0	6
10 44 00	Fire Protection Specialties	Sheet	.pdf	1/13/2025		0	2
10 28 19	Tub and Shower Enclosures	Sheet	.pdf	1/13/2025		0	3
12 32 00	Manufactured Wood Casework	Sheet	.pdf	1/13/2025		0	6
	Addendum 1 5/1/25						
	Addendum 1 Haven on Vine Restoration Project 050125	Sheet	.pdf	4/30/2025		ADD1	2
	Haven on Vine 1815_W_Vine_St___Sewer_Inspection ADD1 050125	Sheet	.pdf	3/30/2024		ADD1	26
	Haven on Vine Lead Survey Report ADD1 050125	Sheet	.pdf	8/23		ADD1	15
	Haven on Vine Limited Mold Assessment-Lead-Containing Paint Survey Reports ADD1 050125	Sheet	.pdf	8/23		ADD1	14
	Haven on Vine Super 8 Hotel Structural Inspection Report_S&S ADD1 050125	Sheet	.pdf	8/24/2023		ADD1	16
	Addendum 2 5/8/25						
	Addendum 2 Haven on Vine Restoration Project 050825	Sheet	.pdf	5/8/2025		ADD2	8
	Haven on Vine 2025-05-07_REV 1_Sheets.dwf	Drawing	.pdf	5/1/2025		ADD2	1
	Haven on Vine E001 - ELECTRICAL - GENERAL	Drawing	.pdf	5/1/2025		ADD2	1
	Haven on Vine E801 - ELECTRICAL SCHEDULES AND DIAGRAMS	Drawing	.pdf	5/1/2025		ADD2	1
	Haven on Vine Mailboxes	Sheet	.pdf	9/26/2012		ADD2	2
	Supplemental Documents						
	Haven on Vine-Attach_E_-_Phase_1A_-_Energy_Calcs 041425	Sheet	.pdf	1/10/2025		0	45
	Haven on Vine-Attach_H_-_Phase_2A_Energy_Conservation_Checklist-2A-022025	Sheet	.pdf	2/20/2025		0	55

	Haven on Vine-Attach_J - _Phase_2B_Energy_Conservation_Checklist-2B-022025	Sheet	.pdf	2/20/2025		0	45
	Haven on Vine-Attach_L - _General_Wage_Decision_032924	Sheet	.pdf	7/2/2024		0	5
	Haven on Vine-Attach_M - _Project_Location 041425	Sheet	.pdf	NO DATE		0	1

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2nd Quarter		3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	RFP Package Submission	1 day	Tue 5/20/25	Tue 5/20/25																			
2	Notice of Intent	1 day	Mon 7/7/25	Mon 7/7/25																			
3	PRE-CONSTRUCTION																						
4	Notice to Proceed	4 days	Tue 7/8/25	Fri 7/11/25																			
5	Submission - Insurance	10 days	Thu 7/24/25	Wed 8/6/25																			
6	Submission - Performance Bond	10 days	Thu 7/24/25	Wed 8/6/25																			
7	PERMITS																						
8	Site Work / Utilities	28 days	Mon 7/14/25	Wed 8/20/25																			
9	Building Permit-Phase 1A	40 days	Thu 7/24/25	Wed 9/17/25																			
10	Building Permit-Phase 1B	40 days	Thu 8/21/25	Wed 10/15/25																			
11	Building Permit-Phase 2A	38 days	Mon 7/14/25	Wed 9/3/25																			
12	Building Permit-Phase 2B	40 days	Thu 8/7/25	Wed 10/1/25																			
13	PROCUREMENT																						
14	Temporary Fence PO	15 days	Thu 7/24/25	Wed 8/13/25																			
15	Surveying Services PO	15 days	Thu 7/24/25	Wed 8/13/25																			
16	Site Work SubK	15 days	Thu 7/24/25	Wed 8/13/25																			
17	Truss Supply PO	15 days	Thu 7/24/25	Wed 8/13/25																			
18	Waste Management PO	15 days	Thu 7/24/25	Wed 8/13/25																			
19	Termite Protection SubK	15 days	Thu 7/24/25	Wed 8/13/25																			
20	Demolition SubK	15 days	Thu 7/24/25	Wed 8/13/25																			
21	Plumbing Services SubK	15 days	Thu 8/7/25	Wed 8/27/25																			
22	Concrete SubK	15 days	Thu 8/7/25	Wed 8/27/25																			
23	Electrical SubK	15 days	Thu 8/7/25	Wed 8/27/25																			
24	Wood Framing SubK	15 days	Thu 8/7/25	Wed 8/27/25																			
25	Masonry SubK	15 days	Thu 8/7/25	Wed 8/27/25																			
26	Doors, Frames, Hardware SubK	15 days	Thu 8/21/25	Wed 9/10/25																			
27	Windows/Storefront SubK	15 days	Thu 8/21/25	Wed 9/10/25																			
28	Building Insulation SubK	15 days	Thu 8/21/25	Wed 9/10/25																			
29	Drywall SubK	15 days	Thu 8/21/25	Wed 9/10/25																			
30	Roofing SubK	15 days	Thu 8/21/25	Wed 9/10/25																			
31	Exteriors SubK	15 days	Thu 8/21/25	Wed 9/10/25																			
32	Fire Suppression SubK	15 days	Thu 8/21/25	Wed 9/10/25																			
33	Mechanical Services SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
34	Millwork / Cabinetry SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
35	Appliance SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
36	Countertops SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
37	Finishes / Flooring SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
38	Painting / Coatings SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
39	Permanent Fencing SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
40	Division 10 Specialties SubK	15 days	Thu 9/4/25	Wed 9/24/25																			

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ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	arter		3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
41	Cleaning Services SubK	15 days	Thu 9/4/25	Wed 9/24/25																			
42	SUBMITTALS	70 days	Thu 8/14/25	Wed 11/19/25																			
43	LONG LEAD ITEMS																						
44	Site Work Piping	20 days	Thu 9/18/25	Wed 10/15/25																			
45	KUA Infrastructure Design	60 days	Thu 7/17/25	Wed 10/8/25																			
46	Electrical Equipment	90 days	Thu 10/23/25	Wed 2/25/26																			
47	Electrical Wire, Conduit, Cable	40 days	Thu 10/9/25	Wed 12/3/25																			
48	Access Control Equipment	60 days	Thu 10/16/25	Wed 1/7/26																			
49	Plumbing Fixtures	70 days	Thu 10/2/25	Wed 1/7/26																			
50	Doors, Frames, Hardware	60 days	Thu 10/23/25	Wed 1/14/26																			
51	Window Assemblies	50 days	Thu 10/16/25	Wed 12/24/25																			
52	Mechanical Equipment	90 days	Thu 11/20/25	Wed 3/25/26																			
53	Millwork / Cabinetry	60 days	Thu 10/30/25	Wed 1/21/26																			
54	Residential Appliance	60 days	Thu 10/30/25	Wed 1/21/26																			
55	Flooring Materials	40 days	Thu 11/6/25	Wed 12/31/25																			
56	Division 10 Specialties	50 days	Thu 10/30/25	Wed 1/7/26																			
57	Truss Fabrication	40 days	Thu 11/6/25	Wed 12/31/25																			
58	MOBILIZATION																						
59	Set-Up Construction Entrance/Temp Fence	5 days	Thu 8/14/25	Wed 8/20/25																			
60	Utility Locate	3 days	Thu 8/14/25	Mon 8/18/25																			
61	Cut/Cap/Make Safe Utilities	5 days	Thu 9/18/25	Wed 9/24/25																			
62	Pre-Construction Meeting - TOHO and KUA	1 day	Thu 10/16/25	Thu 10/16/25																			
63	UTILITIES																						
64	Wet Utilities - East																						
65	Install Water Main Tie-In at Bronson Drive	10 days	Fri 10/17/25	Thu 10/30/25																			
66	Install Water Main Along Meadow Drive	8 days	Tue 10/28/25	Thu 11/6/25																			
67	Install Water Main Tie-In at Hollywood Street	10 days	Wed 11/5/25	Tue 11/18/25																			
68	Install Fire Main at Hollywood Street	3 days	Fri 11/14/25	Tue 11/18/25																			
69	Water / Fire Services Disinfection (Hollywood Street)	3 days	Wed 11/26/25	Fri 11/28/25																			
70	Water / Fire Services Testing (Hollywood Street)	10 days	Mon 12/1/25	Fri 12/12/25																			
71	Water / Fire Services Acceptance (Hollywood Street)	2 days	Mon 12/15/25	Tue 12/16/25																			
72	Wet Utilities - West																						

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ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	arter		3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
73	Install Water Main Tie-In at Bronson Drive (West)	12 days	Mon 11/24/25	Tue 12/9/25																			
74	Install Fire Main (West)	8 days	Fri 12/5/25	Tue 12/16/25																			
75	Water / Fire Services Disinfection (West)	3 days	Wed 12/17/25	Fri 12/19/25																			
76	Water / Fire Services Testing (West)	10 days	Mon 12/22/25	Fri 1/2/26																			
77	Water / Fire Services Acceptance (West)	25 days	Mon 1/5/26	Fri 2/6/26																			
78	Dry Utilities																						
79	Electrical / Low Voltage Underground Conduit Infrastructure	63 days	Fri 10/17/25	Tue 1/13/26																			
80	Acceptance of Underground Conduit Infrastructure	2 days	Wed 1/14/26	Thu 1/15/26																			
81	Pulling Wire for Underground Conduit Infrastructure	15 days	Fri 1/16/26	Thu 2/5/26																			
82	Removal of Overhead Power Infrastructure	45 days	Fri 2/6/26	Thu 4/9/26																			
83	Set Generators	20 days	Wed 10/22/25	Tue 11/18/25																			
84	Pulling Wire for Generators	10 days	Wed 11/19/25	Tue 12/2/25																			
85	Testing of Generators	10 days	Wed 12/3/25	Tue 12/16/25																			
86	HARDSCAPE																						
87	Installation of Permanent Fence	25 days	Thu 12/11/25	Wed 1/14/26																			
88	Installation of New Pool Fence	8 days	Thu 1/15/26	Mon 1/26/26																			
89	Form, Reinforce, and Pour Site Concrete Wall	17 days	Mon 10/27/25	Tue 11/18/25																			
90	STRUCTURE REMOVATION																						
91	Phase 2A																						
92	Phase 2A - Selective Demolition	8 days	Thu 1/8/26	Mon 1/19/26																			
93	Phase 2A - Interiors	94 days	Mon 1/19/26	Thu 5/28/26																			
94	Phase 2A - Exteriors	58 days	Fri 1/30/26	Tue 4/21/26																			
95	Phase 2A - Substantial Completion	45 days	Wed 4/22/26	Tue 6/23/26																			
96	Phase 1A																						
97	Phase 1A - Selective Demolition	8 days	Thu 3/12/26	Mon 3/23/26																			
98	Phase 1A - Interiors	65 days	Mon 3/23/26	Fri 6/19/26																			
99	Phase 1A - Exteriors	59 days	Fri 4/3/26	Wed 6/24/26																			
100	Phase 1A - Substantial Completion	24 days	Thu 6/25/26	Tue 7/28/26																			
101	Movement Out of Phase 1B (By Owner)	20 days	Thu 6/25/26	Wed 7/22/26																			
102	Phase 1B																						
103	Phase 1B - Exteriors	149 days	Tue 2/17/26	Fri 9/11/26																			

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ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	1st Quarter		2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep			
104	Phase 1B - Substantial Completion	10 days	Mon 9/14/26	Fri 9/25/26																						
105	Phase 2B																									
106	Phase 2B - Selective Demolition	7 days	Thu 4/16/26	Fri 4/24/26																						
107	Phase 2B - Interiors	44 days	Fri 4/24/26	Wed 6/24/26																						
108	Phase 2B - Exteriors	54 days	Tue 4/28/26	Fri 7/10/26																						
109	Phase 2B - Substantial Completion	24 days	Mon 7/13/26	Thu 8/13/26																						
110	CERTIFICATE OF OCCUPANCY																									
111	Certificate of Occupancy - Phase 1A	1 day	Wed 7/29/26	Wed 7/29/26																						
112	Certificate of Occupancy - Phase 1B	1 day	Mon 9/28/26	Mon 9/28/26																						
113	Certificate of Occupancy - Phase 2A	1 day	Wed 6/24/26	Wed 6/24/26																						
114	Certificate of Occupancy - Phase 2B	1 day	Fri 8/14/26	Fri 8/14/26																						

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"General Decision Number: FL20240078 03/29/2024

Superseded General Decision Number: FL20230078

State: Florida

Construction Type: Residential

County: Osceola County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/29/2024

ENGI0487-032 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		

Cranes not described above.\$ 37.01 16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

* IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.50	16.45

* SUFL2009-117 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Form Work....	\$ 11.96 **	2.94
CEMENT MASON/CONCRETE FINISHER...	\$ 12.19 **	0.00
ELECTRICIAN.....	\$ 11.98 **	0.00
FENCE ERECTOR.....	\$ 13.50 **	1.06
FORM WORKER.....	\$ 14.00 **	0.54
INSULATOR: Batt and Blown.....	\$ 12.01 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.88 **	0.00
LABORER: Common or General.....	\$ 9.51 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.79 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15 **	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04 **	0.00
OPERATOR: Backhoe/Excavator....	\$ 12.56 **	0.00
OPERATOR: Bulldozer.....	\$ 12.14 **	0.00
OPERATOR: Distributor.....	\$ 11.57 **	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50 **	0.00
OPERATOR: Loader.....	\$ 11.10 **	0.00
OPERATOR: Roller.....	\$ 11.02 **	0.00
OPERATOR: Screed.....	\$ 11.08 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68 **	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.61 **	0.00
PLASTERER.....	\$ 13.59 **	0.00
PLUMBER.....	\$ 15.04 **	0.00

ROOFER, Includes Built Up,
Modified Bitumen, and Shake &

Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33 **	0.00
ROOFER: Metal Roof.....	\$ 16.99 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....		
	\$ 9.95 **	0.00
TRUCK DRIVER, Includes Dump Truck.....		
	\$ 10.22 **	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.78 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



EXHIBIT "B-2"
CONTRACTOR'S CLARIFICATIONS AND ASSUMPTIONS

The following hereby constitute clarifications, qualifications, and assumptions to the Construction Documents.

A. Concealed or Unknown Conditions. If the CONTRACTOR encounters conditions at the site that are subsurface physical conditions that materially differ from those identified in the Contract Documents, the CONTRACTOR shall promptly provide notice to the CITY and before conditions are disturbed until CITY and CONTRACTOR mutually determined how to proceed. The CITY will promptly investigate such conditions and, if the CITY determines that they differ materially and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment to cost and time.

B. Construction Schedules and CITY-Initiated Changes. From time to time, it is anticipated the CITY will select alternative, allowances, or otherwise revise CONTRACTOR'S Scope. Upon such CITY-Initiated Changes, the CITY will use the Change Order process to memorialize such changes including impacts to CONTRACTOR'S compensation, construction schedule, temporary demobilization, and remobilization. It is also anticipated that the CITY may request revisions to the schedule including but not limited to starting different phases of the Project, which again shall be memorialized through the Change Order Process.

C. Delays in Completion. Subject to adjustments of construction schedule as provided in the Contract Documents, if portions of the CONTRACTOR'S work are to be completed prior to completion of the entire Project, CONTRACTOR and CITY shall define such Completion requirements memorializing the same through the Change Order process unless otherwise defined by the Contract Documents. CITY and CONTRACTOR agree that time is of the essence and that CITY will suffer financial loss if certain completion milestones are not achieved within as set forth by the Contract Documents. Should CONTRACTOR fail to achieve such milestones following an additional forty-five (45) calendar days as a grace period for any applicable milestone or phase which begins upon written notice from CITY ("Grace Period"), and such delay is solely attributable to CONTRACTOR'S acts or omissions, CITY, as its sole and exclusive remedy for delays, may assess as liquidated damages, but not as a penalty, an amount equal to ONE HUNDRED DOLLARS (\$100.00) per day per affected unit until completion is achieved. Liquidated damages, if there are any and in the aggregate, assessed against CONTRACTOR shall not exceed \$100,000.00 in the aggregate for the total Project.

D. Failure of Payment. If the CITY does not pay the CONTRACTOR undisputed amounts or fails to provide evidence of appropriate funding within seven days after the date established in the Contract Documents or by applicable law, CONTRACTOR may, upon seven additional days' notice to the CITY stop the Work until payment of the amount owing has been received. The construction schedule shall be extended appropriately and the CONTRACTOR'S payments may be increased by the amount of the reasonable costs of shutdown, delay and start-up.

E. Waiver of Claims for Consequential Damages. CITY and CONTRACTOR waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the CITY for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons and damages incurred by the CONTRACTOR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

F. No Design Services. CONTRACTOR is not a design professional and makes no warranties concerning drawings, specifications, and/or performance of CITY's design professionals. Any defects, errors, or omissions in the design documents shall be the responsibility of CITY's design professionals. CONTRACTOR's review of design documents is solely for the purpose of determining constructability and pricing.

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PROJECT GENERAL SECTION

1. This document is intended to supplement the RFP 2025-010 submission. This document will reference the Haven on Vine Renovation project.
2. Noble is of the understanding that the City of Kissimmee (Owner) will offer a contract including general conditions to Noble Construction Group-Florida (Noble) and negotiate agreeable terms between the parties.
3. Noble is of the understanding that regular work hours on the site will be Monday through Friday from 7 am to 6:00 pm. Occasional work (example: stocking of materials off-hours, concrete pour, etc.) will be required at times mutually agreed upon by both Owner and Noble. Work on Saturdays and Sundays as required to meet schedule will have hours as mutually agreed by Owner and Noble.
4. Permits and associated fees related to trade contracts only are included. Other expediting services and general permit fees are **NOT** included.
5. Noble has **NOT** included any Owner's soft costs, cost of capital, design contingencies, Architect, Engineer, and/or Consulting fees, or any other Owner related costs.
6. Builder's risk insurance is **NOT** included. The Owner shall be responsible for any deductibles associated with builder's risk insurance. Noble, Noble's subcontractors, and Noble's sub-subcontractors as the interest may appear shall be named as additional insured on the insurance policy.
7. Noble does **NOT** include a difference-in-conditions builder's risk policy to cover any additional risks **NOT** covered by the Owner's policy. The cost for this policy is **NOT** included and will be added to project cost once the project builder's risk policy can be reviewed.
8. Project-specific insurances, including general liability, umbrella, and workman's compensation insurance will be provided by Noble as required for work performed by Noble.
9. The cost for a performance bond from Noble is included (at a rate of two (2%) percent of the sum of the construction costs and general conditions).
10. Noble has **NOT** included an Owner's contingency (for the potential cost overruns encountered against Owner direct costs).
11. Noble has **NOT** included any cost associated with any design-build aspects of the project. Delegated engineering and/or design costs are excluded other than what may be included in the scope of work from the following trades:
 - a. Fire Suppression
 - b. Windows Assemblies
 - c. Roofing Assemblies
12. Noble has **NOT** included any costs billed by utility companies associated with temporary/permanent utility connection charges (gas, water, sanitary sewer, storm sewer, electric, low voltage, irrigation) and any associated expediting fees including, but **NOT** limited to electrical vaults and/or fire hydrants.
13. All applications for permanent utility connections are the responsibility of Owner. Noble will **NOT** be responsible for any temporary utility costs or delays in obtaining temporary certificate of occupancy (TCO) due to late filing or payment to utilities for services. However, Noble's schedule includes reasonable durations for work to be completed by service providers.

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14. Noble is of the understanding that all tap, sewer, impact, meter, and/or any other governmental imposed fees are to be the responsibility of the Owner. We have also excluded all utility company charges and/or fees and telephone company fees.
15. All cost for utilities and insurances after receipt of Certificate of Occupancy is assumed to be the responsibility of others.
16. No temporary utilities are included beyond the scope of work defined within this budget. (example: for Owner's vendors or tenants who may have to perform work within the construction limits).
17. Primary electrical, telephone, and/or gas utilities are assumed to be provided at no cost by the local utility providers. Required primary conduits (conduit and pull string only) are included within this budget. Utility services are extended 5-foot outside building perimeter for local utility termination.
18. Noble is **NOT** responsible for delays to TCO issuance or costs as a result of utility infrastructure work or upgrades or modifications of utility systems required by authority-having-jurisdiction (AHJ) outside of the Contract Documents.
19. Noble does **NOT** include any cost or schedule impacts as a result of requirements of the any community groups or events that would impact site logistics, work hours and/or additional safety or security requirements. Noble will work with the neighborhood groups to accommodate reasonable request.
20. Utility usage fees during construction for construction-related activities are **NOT** included in general condition cost.
21. All mechanical, electrical, and plumbing (MEP) costs are based on point-of-entry (POE) locations as identified on the Contract Documents as manifested and included within this estimate.
22. Noble has **NOT** included any additional costs associated with any test borings for structural or environmental reasons.
23. Noble has **NOT** included any adjacent building survey, vibration monitoring of railroads, roadways, and adjacent structures, including pre-construction inspections and reports, monitoring, and final survey costs. Owner, at their option, will retain an engineering firm for performance of vibration, optical, crack-tell and pre-construction surveys as necessary. Owner will provide all surveys and reports to Noble on a timely basis.
24. Except as otherwise expressly provided for in the Contract Documents, Noble has **NOT** included any work (testing, abatement, abandonment, demolition, and/or disposal) associated with the following:
 - a. Asbestos,
 - b. Lead paint,
 - c. Hazardous material,
 - d. Abandoned tanks,
 - e. Industrial waste other than debris generated by construction activities.
 - f. Contaminated materials of any kind, and/or
 - g. Arsenic.
25. Concealed or hidden conditions, which may require demolition to discover, have been excluded.
26. Environmental Surveys, material testing, monitoring, and associated costs are **NOT** included.

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27. Localized dewatering as required for the placement of utility pipe systems, as identified within the Civil Drawings, is included. Any engineering and design of system if required for water management of the overall project site is **NOT** included.
28. Sales tax applied to all materials is included.
29. Noble has excluded certain taxes based on the Owner providing the proper classification of capital improvements as per Florida Department of Revenue Publication GT-800067. If Owner fails to provide such classification, additional tax costs (if any) will be passed along to Owner.
30. Costs for field testing of window assemblies is **NOT** included.
31. Cost for visual and/or performance mock-ups (onsite or offsite) are **NOT** included. Production mock-ups are **NOT** included.
32. Noble has **NOT** included any standby labor, elevator operators, equipment, and/or any other associated Owner or tenant move-in costs.
33. Noble has **NOT** included any franchise agreements, equipment or installation costs associated with low voltage network service providers. Pathways will be provided as indicated in the Contract Documents.
34. This project is based on a prevailing wage rate as detailed within Department of Labor Wage Rate Decision (FL20240078 03/29/2024). All personnel involved with the project will be paid the prevailing wage as a minimum.
35. Noble has **NOT** included provisions for TCO and understands that the process is subject to AHJ and Fire Marshal approval. Temporary systems, protections or standby labor in order to achieve a partial TCO are **NOT** included. Any temporary provision costs, out-of-sequence, and/or comeback costs will be the responsibility of Owner. Any unforeseen costs associated with requests from AHJ have **NOT** been included.
36. Noble is **NOT** responsible for any costs or delays resulting from any damages caused by utility service providers work within and/or outside the building.
37. Noble has **NOT** included any costs associated with Special Inspectors or controlled inspections hired by Owner.
38. Noble has **NOT** included any handicap accessibility or adaptability code-compliance review. Noble is of the understanding that all required dimensions, clearances, entrances, grab-bars, and associated blocking will be indicated on Construction Documents.
39. LEED provisions are excluded.
40. Noble has **NOT** included costs associated with final (finish) cleaning. Prior to final painting or final punch list, Noble will unwrap appliances, remove protective films off materials, remove general protection, sweep and wipe down all surfaces, and remove any excess materials (e.g., paint, grout, caulk, and adhesive). All finish cleaning, including exterior window cleaning, is to be provided by Owner.
41. Noble has **NOT** included any cost associated with exterior window cleaning. Noble will remove all construction debris, protection, and packaging materials (example: films, stickers, etc.). All exterior window cleaning is to be provided by Owner.
42. Noble, Owner, Owner's punch-list Consultant, and Design Team professional(s) will collectively establish a baseline for the standard of finish, consistent with the Contract Documents for the residential units, hotel rooms, and common areas to be reviewed at punch-list generation. In-place (building apartment) production mock-up unit will provide baseline for finishes. Upon

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establishment of the baseline; Noble, Owner, and the required Design Team professional(s) will walk-through a pre-cleaned apartment, as described in #43 below, and create a punch-list for completion by Noble and their respective Subcontractors.

43. An area will be deemed ready for punch-list walk when mutually agreed upon by Owner and Noble. Prior to presenting units or other spaces to Owner, Noble will walk units and confirm readiness for punch-list walk prior to scheduling with Owner. Punch-list walk will take place prior to final coat of paint of any walls or doors (ceilings will receive final coat of paint). Punch-list will be established for all trades other than painter and all areas will be remediated and accepted by Owner, Owner's punch-list Consultant or Designee, and Design Team professional(s). Final paint coat will be completed and Owner will walk structures for the purpose of creating a final paint punch-list. Upon completion of the items identified on the paint punch-list, Noble, Owner, Owner punch-list Consultant or Designee, and the required Design Team professional(s) will re-walk the areas and confirm the work has been completed and accepted. Completion of items on punch-lists as herein described are included in the Contract provided such items are consistent with Construction Documents and all Contract Exhibits. Noble has **NOT** provided for any standby costs such as boiler watch, fire watch, and elevator operators. These requirements are contingent upon AHJ inspections and criteria.
44. Upon final acceptance of a unit by Owner, Owner's punch-list Consultant, and the required Design Professional(s), Noble shall **NOT** permit any trades or workers to re-enter the unit unless accompanied by Noble or Owner's Team and shall observe all reasonable requests to ensure protection of completed finishes. Noble shall remain responsible for damage to accepted units due to on-going work or other construction related issues provided such damage is **NOT** due to Owner or Owner's Consultants activity within such units.
45. Noble is of the understanding that building construction final inspection will signify substantial completion, as this would allow Owner to apply for TCO. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so all required agency inspections necessary for Owner to obtain a TCO have been issued. Noble shall **NOT** be responsible for a delay to TCO to the extent caused by matters outside of Noble's control and **NOT** due to any negligence or deficiency on the part of Noble or the Work.
46. Noble will **NOT** be responsible to complete any buyer / end-user generated punch-list items other than those items covered as part of warranties provided to Owner. Any work or costs associated with future apartment customizations or options are **NOT** included. This does **NOT** in any way negate Noble or it's Subcontractors' responsibility to respond to defect and warranty issues as specified.
47. Attic stock has been included for materials as detailed within the Specifications only.
48. Construction tolerances are assumed to be incorporated into the Contract Documents. Noble will identify any variances or discrepancies between actual field dimensions and Contract Documents as quickly as possible and coordinate with the Design Team. Noble is of the understanding that all critical "hold to" dimensions will be stated on the Drawings as "hold".
49. This proposal does **NOT** include a cost for managing subcontractor risk. Costs for a "subguard" program or subcontractor payment/performance bonds has **NOT** been included.

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50. Special inspections and any back-charges associated with cancellations are excluded by Noble unless the delays are caused by the actions (or inactions) of Noble or direct Noble Subcontractors.
51. Expedited finish of any finished space as requested by Ownership is **NOT** included.
52. Consultant RFI response time is limited to five (5) days for any submissions. Noble is of the understanding that there will be no limit to the number of RFIs forwarded to the Design Professional of Record at any time.
53. Consultant submittal and shop drawing review time is limited to five (5) days for any submissions. All critical submittals will be reviewed and returned from the Design Professional(s) of Record within a maximum of five (5) days of submission. Noble is of the understanding that there will be no limit to the number of submissions forwarded to the Design Professional of Record at any time.
54. Noble is **NOT** responsible for evaluating specified systems for compliance with acoustical requirements for this project. Material will be installed as indicated on documents, with additional measures, if required, installed via change order.
55. Trash removal for construction activities only is included for Noble's scope of work. Cost for building waste services have **NOT** been included. Costs for trash removal for trash generated by the Owner's vendors and/or tenants is **NOT** included.
56. Start of construction for this project is contingent upon receipt of all required permits from authority-having-jurisdiction for the structure.
57. Noble is of the understanding that field testing and inspection services (density, soil, asphalt, concrete, etc.) and overall 3rd-party special inspection on behalf of the City of Kissimmee are the responsibility of the Owner, if required. It has been assumed that an inspection services representative will be continuously onsite during concrete operations, or as required, and coordinated for other services.
58. BIM coordination and clash detection for the MEP trades of the design models is **NOT** included. Additional modeling is **NOT** included. Owner to provide design files in '.rvt' format for Noble's use. Noble is of the understanding that CAD drawings will be provided for use by Noble and our subcontractors at no additional cost.
59. All extended warranties over one (1) year will be direct between the Owner and the subcontractor.
60. Noble is of the understanding that security services required to protect adjacent properties outside the limits of construction, are to be provided by others.
61. The cost of an Owner's trailer is **NOT** included. The cost for office space for Owner and/or Owner's Consultants has **NOT** been included.
62. The Geotechnical Report was **NOT** received and is therefore **NOT** included. This bid proposal is based on information shown on the Drawings.
63. Noble is of the understanding that there will be no Owner-controlled insurance program (OCIP) in effect for this project. There are no credits if OCIP is enforced.
64. All proposals are based on the drawing log attached to this proposal. Noble has **NOT** received permitted Documents.
65. Costs for named storm preparation has **NOT** been included.

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66. This cost proposal is based on award of all four (4) phases complete. Breakdown of phases into individual contracts has **NOT** been priced.
67. Noble is of the understanding that Kissimmee Utility Authority (KUA) has reviewed and accepted the Drawings as received.
68. Noble is of the understanding that all elements of construction involved with KUA are per approved KUA standards.
69. Noble is of the understanding that all work (example: moving overhead lines to underground) to be performed by KUA has been contracted direct by the Owner and all payments will be provided direct by the Owner. Cost for this work has **NOT** been included by Noble.
70. Noble is of the understanding that all dry utility installation can be performed during the initial phase of construction and can be completed during initial mobilization.
71. Noble is of the understanding that all units within phase 1A and 2A are abandoned and all space within project limits – regardless of phase – can be utilized for parking and/or laydown.
72. Noble is of the understanding that Toho Water Authority (TOHO) has reviewed and accepted the Drawings as received.
73. Noble is of the understanding that all wet utility installation can be performed during the initial phase of construction and can be completed during initial mobilization.
74. Noble is of the understanding that all elements of construction involved with TOHO are per approved TOHO standards.
75. Noble is of the understanding that all work will be performed per Drawings and Specifications. Enhancement to meet current codes, unless specifically detailed, is **NOT** included.
76. Costs for radon mitigation have **NOT** been included.

TRADE SPECIFIC SECTION

Division 1 – General Requirements

General Requirements

1. Any Owner-requested computer software licenses, hardware, etc., is **NOT** included.
2. Temporary cooling as required for placement of temperature-dependent interior finish work is **NOT** included.
3. All survey work required by Noble to place work is included, based on horizontal and vertical control and property line being established by Owner. Final plot and property survey completed by Owner. Costs for survey work required for verification/confirmation of in-place work is **NOT** included.
4. All third-party testing (concrete, compaction, asphalt, etc.) is by Owner.
5. All special inspections and threshold inspections is by the Owner.
6. Costs for monthly aerial photos have **NOT** been included.
7. Costs for onsite security has **NOT** been included.
8. Costs for an onsite trailer have **NOT** been included. Noble will coordinate Owner-related meetings with Teams.

Site Preparation

1. Costs for temporary fencing, including gates and miscellaneous fence movements, have been included with intent on using permanent fencing as a barricade when feasible. Costs for fence scrim (wind screen) is **NOT** included.

Hoisting and Scaffolding

1. Cost for hoisting and scaffolding is included within trade packages as required.

Division 2 – Demolition

Site Clearing

1. There are no requirements for site clearing for this project.
2. There are no requirements for tree protection for this project.

Demolition

1. Costs have been included for the demolition and legal offsite disposal of all materials of the interiors and exteriors of Phase 1A in locations and quantities identified on Drawings:
 - a. Demolition and disposal of wall assembly - including gypsum sheet, framing, furring - at perimeter and interior walls.
 - b. Demolition and disposal of doors, frames, and hardware as shown in Documents - this does **NOT** include residential unit entry doors.
 - c. Demolition and disposal of PTAC mechanical wall unit.
 - d. Demolition and disposal of existing flooring surface.
 - e. Demolition and disposal of window assembly.
 - f. Demolition and disposal of restroom fixtures - sink, toilet, and tub.

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- g. Demolition and disposal of electrical fixtures and conduit raceways.
 - h. At main office - demolition and disposal of wall assembly - including gypsum sheet, framing, furring - at perimeter and interior walls.
 - i. At main office - demolition and disposal of flooring surface.
 - j. At main office - demolition and disposal of doors, frames, and hardware.
 - k. At main office - demolition and disposal of mechanical and electrical equipment, conduit raceways, or duct work.
 - l. At main office - demolition and disposal of window assembly.
 - m. At main office - demolition and disposal of restroom fixtures - sink, toilet, and tub.
 - n. At main office - demolition and disposal of any remaining fixed furniture and/or cabinetry.
 - o. At storage rooms - demolition and disposal of water heaters and sinks.
2. Costs have been included for the demolition and legal offsite disposal of all materials of the exteriors of Phase 1B in locations and quantities identified on Drawings:
- a. Demolition and disposal of exterior gable wall.
 - b. Demolition and disposal of roof awning and columns.
3. Costs have been included for the demolition and legal offsite disposal of all materials of the interiors and exteriors of Phase 2A in locations and quantities identified on Drawings:
- a. Demolition and disposal of wall assembly - including gypsum sheet, framing, furring - at perimeter and interior walls.
 - b. Demolition and disposal of doors, frames, and hardware as shown in Documents - this does **NOT** include residential unit entry doors.
 - c. Demolition and disposal of PTAC mechanical wall unit.
 - d. Demolition and disposal of existing flooring surface.
 - e. Demolition and disposal of window assembly.
 - f. Demolition and disposal of restroom fixtures - sink, toilet, and tub.
 - g. Demolition and disposal of electrical fixtures and conduit raceways.
 - h. Demolition and disposal of exterior wall at roof.
4. Costs have been included for the demolition and legal offsite disposal of all materials of the interiors and exteriors of Phase 2B in locations and quantities identified on Drawings:
- a. Demolition and disposal of wall assembly - including gypsum sheet, framing, furring - at perimeter and interior walls.
 - b. Demolition and disposal of doors, frames, and hardware.
 - c. Demolition and disposal of PTAC mechanical wall unit.
 - d. Demolition and disposal of existing flooring surface.
 - e. Demolition and disposal of window assembly.
 - f. Demolition and disposal of restroom fixtures - sink, toilet, and tub.
 - g. Demolition and disposal of electrical fixtures and conduit raceways.
5. Work will be performed with care to avoid damage to neighboring businesses, property and structures, vehicles, and pedestrians during the demolition process.
6. All indicated existing utilities shown on the Drawings will be cut-and-capped offsite at point-of-entry and will be abandoned or removed from earth and disposed of offsite.

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7. Cost to remove any sub-surface structures or infrastructure items (example: storm systems, duct banks, etc.) that are **NOT** identified on the Construction Documents are **NOT** included.
8. Costs for removal of existing mold growth within structures has **NOT** been included as this cannot be quantified.
9. All existing wall material will be stripped to masonry block prior to start of new construction (new wall construction will **NOT** enclose existing wall material in-place). Demolition of existing ceiling will **NOT** occur.

Soil Remediation

1. Cost for soil remediation have **NOT** been included. Noble is of the understanding that all material onsite may be re-used as backfill.

Tank Removals

1. Cost for tank removals has **NOT** been included. Noble is of the understanding that there are no underground tanks within the property limits.

Asbestos Abatement

1. Costs for legal asbestos abatement, including legal offsite disposal, have **NOT** been included.

Division 3 – Concrete

Concrete Foundation

1. Costs have been included for the FRP of concrete work within Phase 1A in locations and quantities identified on Drawings:
 - a. FRP of Column Foundation for Phase 1A (thirteen (13) locations).
 - b. FRP of generator foundation pad - Phase 1A (8'-6" x 5' x 2' depth - 6-inch above grade) - [quantity of 1].
 - c. FRP of Washer/Dryer Housekeeping Pad Area 1 - Phase 1A (9'-6" x 3' x 4" depth above grade).
 - d. FRP of Washer/Dryer Housekeeping Pad Area 2 - Phase 1A (9'-6" x 3' x 4" depth above grade).
 - e. FRP of site wall and foundation - Phase 1A (example Drawing A/A003).
2. Costs have been included for the FRP of concrete work within Phase 1B in locations and quantities identified on Drawings:
 - a. FRP of Column Foundation for Phase 1B (eighty (80) locations).
 - b. FRP of sidewalk repair - Phase 1B (see Addendum 2 Drawing A700).
3. Costs have been included for the FRP of concrete work within Phase 2A in locations and quantities identified on Drawings:
 - a. FRP of Column Foundation for Phase 2A (twelve (12) locations).
 - b. FRP of mailbox foundation pad - Phase 2A (8'-6" x 6'-6" x 2' depth - 6-inch above grade).
 - c. FRP of generator foundation pad - Phase 2A (8'-6" x 5' x 2' depth - 6-inch above grade) - [quantity of 1].
 - d. FRP of Washer/Dryer Housekeeping Pad - Phase 2A (12' x 3' x 4" depth above grade).
4. Costs have been included for the FRP of concrete work within Phase 2B in locations and quantities identified on Drawings:
 - a. FRP of Column Foundation for Phase 2B (two (2) locations).

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- b. FRP of 4-inch thick concrete slab-on-grade at 2B entrance (see Drawing S100).
5. Costs for application for soil treatment has **NOT** been included.

Concrete Superstructure

1. Costs for work associated with concrete superstructure have **NOT** been included.

Precast Concrete

1. .

Self-Leveling / Lightweight Concrete

1. Costs for work associated with self-leveling gypcrete and/or lightweight concrete have **NOT** been included.

Division 4 – Masonry

Masonry

1. Costs have been included for the masonry work within Phase 1A in locations and quantities identified on Drawings:
 - a. Furnish and installation of masonry columns Phase 1A (thirteen (13) locations).
 - b. Furnish and installation of infill masonry at demolished double door (Reception Area Phase 1A Drawing A104).
 - c. Furnish and installation of infill masonry at demolished window assembly (Storage Room 1 Phase 1A Drawing A104).
2. Costs have been included for the masonry work within Phase 1B in locations and quantities identified on Drawings:
 - a. Furnish and installation of masonry columns Phase 1B (eighty (80) locations).
3. Costs have been included for the masonry work within Phase 2A in locations and quantities identified on Drawings:
 - a. Furnish and installation of masonry columns Phase 2A (twelve (12) locations).
4. Costs have been included for the masonry work within Phase 2B in locations and quantities identified on Drawings:
 - a. Furnish and installation of masonry columns Phase 2B (two (2) locations).
 - b. Furnish and installation of infill masonry at demolished door (Phase 2B Drawing A101).
 - c. Furnish and installation of masonry lintel (Phase 2B Drawing S200).

Division 5 – Metals

Structural Steel

1. Cost for work associated with structural steel have **NOT** been included.

Miscellaneous Metals

1. Costs have been included for the support structure for Owner-provided signage at phase 1A structure.
2. Costs for replacement of structural steel columns at phase 1B structures have **NOT** been included as this item is unable to be quantified.

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Decorative Metals / Railings

1. Costs have **NOT** been included for the furnish and installation of new railings at any of the structures.

Division 6 - Wood

Rough Carpentry

1. Wood backing is included within wood- framed walls for support of hanging elements in locations and quantities identified on the Drawings.
2. Costs for furnish and installation of wood trusses (roof tower) at each phase, including required hardware, have been included.

Millwork

1. Costs have been included for the millwork/cabinetry work within Phase 1A and 2A in locations and quantities identified on Drawings:
 - a. Furnish and installation of cabinetry within residential units at kitchen including upper cabinets and lower cabinets.
 - b. Furnish and installation of cabinetry within residential units at restroom including lower cabinet.
 - c. Furnish and installation of entertainment armoire within residential units (example Phase 1A - 3/A201).
 - d. Furnish and installation of pantry shelf within residential units (example Phase 1A - 4/A201).
2. Cabinet construction:
 - a. Box material: particle board
 - b. Box construction: frameless with leg leveling system
 - c. Color: Perfect White
 - d. Drawer box: particle board drawer box epoxy slides
3. Furnish and installation of all wood base/moldings in all units in locations and quantities identified on the Drawings. Wood base/molding is included as finger joint pine pre-finished material.
4. Furnish and installation of cabinetry within units at kitchen (upper and lower cabinets) and bathroom areas in locations and quantities identified on the Drawings.
5. Undercabinet lighting is **NOT** included.
6. There is no millwork/cabinetry required within phase 1B or 2B.

Division 7 – Thermal and Moisture Protection

Waterproofing

1. Cost for waterproofing have **NOT** been included.

Insulation

1. Cost for building insulation have **NOT** been included.

Exterior Façade Elements

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Qualifications - Technical

1. Costs have been included for the furnish and installation of fiber-cement siding and associated trim at Phase 1A structure and ten (10) Phase 1B structures in locations and quantities identified on Drawings:
 - a. Furnish and installation of fiber-cement siding.
 - b. Furnish and installation of fiber-cement trim.
 - c. Furnish and installation of fiber-cement soffit and soffit vents.
2. Costs have been included for the furnish and installation of 3-coat stucco system in locations and quantities identified on Drawings:
 - a. 3-coat (7/8-inch minimum thickness) stucco system at masonry columns (Phase 1A, Phase 1B [ten (10) buildings], Phase 2A, and Phase 2B).
 - b. 3-coat (7/8-inch minimum thickness) stucco system at vertical sheathing at new towers (Phase 1A, Phase 1B [ten (10) buildings], Phase 2A, and Phase 2B).
 - c. 3-coat (7/8-inch minimum thickness) stucco system at underside of roof extension (Phase 1B [ten (10) buildings]).
 - d. 3-coat (7/8-inch minimum thickness) stucco system at demolished double door (Reception Area Phase 1A Drawing A104).
 - e. 3-coat (7/8-inch minimum thickness) stucco system at demolished window assembly (Storage Room 1 Phase 1A Drawing A104).
 - f. 3-coat (7/8-inch minimum thickness) stucco system at demolished door (Phase 2B Drawing A101).
3. Application of new stucco system has **NOT** been included at existing exterior of structures.

Composite Metal Panels

1. Cost for composite metal wall panels have **NOT** been included.

Roofing

1. Furnish and installation of 26-gauge standing seam metal roofing system for phase 1A structure, ten (10) phase 1B structures, phase 2A structure, and phase 2B structure.
2. Includes cost for removal and disposal of twenty-five (25%) percent of the existing roof sheathing on existing Phase 1B roof systems.
3. Furnish and install all gutters and downspouts as to complete phase 1A structure, ten (10) phase 1B structures, phase 2A structure, and phase 2B structure.

Window Washing Equipment

1. Cost for window washing equipment has **NOT** been included.

Fire-Proofing

1. Fire-proofing within assemblies will be furnished and installed in locations and quantities as indicated on the Drawings.

Caulking and Sealants

1. Caulking and sealants will be furnished and installed in locations and quantities as indicated on the Drawings.

Division 8 – Openings

Doors, Frames, and Hardware

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Qualifications - Technical

1. Costs have been included for the furnish and installation of doors, frames, and hardware within Phase 1A in locations and quantities identified on Drawings:
 - a. Furnish and installation of all interior door assemblies within residential units (Phase 1A) indicated as Mark 1, Mark 3, and/or Mark 4.
 - b. Furnish and installation of all interior door assemblies within residential units (Phase 1A) indicated as Mark 2.
 - c. Furnish and installation of all interior door assemblies within main office (Phase 1A) indicated as Mark 119, Mark 120, Mark 124, Mark 126B, and/or Mark 127.
 - d. Furnish and installation of all interior door assemblies within main office (Phase 1A) indicated as Mark 121 and/or Mark 122.
 - e. Furnish and installation of all interior door assemblies within main office (Phase 1A) indicated as Mark 125. Door 125 at Phase 1A main office is shown as a sliding door. Costs have been included as a Mark 124 door.
 - f. Receipt, storage, and installation of locking mechanism - supplied by Owner - for all residential unit entry doors.
2. Costs have been included for the furnish and installation of doors, frames, and hardware within Phase 2A in locations and quantities identified on Drawings:
 - a. Furnish and installation of all interior door assemblies within residential units (Phase 2A) indicated as Mark 1, Mark 2, and/or Mark 3.
 - b. Furnish and installation of all interior door assemblies within residential units (Phase 2A) indicated as Mark 4 and/or Mark 5.
 - c. Furnish and installation of all interior door assemblies within residential units (Phase 1A) shown as FHA model (quantity of 3 - these are NOT detailed on Drawings) at water heater closet.
3. Costs have been included for the furnish and installation of doors, frames, and hardware within Phase 2B in locations and quantities identified on Drawings:
 - a. Furnish and installation of all door assemblies (interior) indicated as Mark 1 or Mark 2 within Phase 2B.
 - b. Furnish and installation of all door assemblies (interior) indicated as Mark 3 or Mark 4 within Phase 2B.
4. There are no door requirements for phase 1B.
5. Costs for the receipt, storage, and/or installation of locking mechanism - supplied by Owner - for all residential unit entry doors at phase 2A have **NOT** been included.
6. Costs have **NOT** been included for adjustments to existing doors remaining.
7. Costs for the furnish and/or install of new hardware at existing doors referenced to stay in-place has **NOT** been included.
8. Costs for the furnish and/or installation of the door egress/panic system locations referenced in door hardware note 3/A600 has **NOT** been included.
9. Costs for the removal, furnish, and/or installation of front doors of residential units has **NOT** been included.

Overhead Doors

1. Cost for overhead doors has **NOT** been included.

Exterior Window Assemblies

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1. Costs have been included for the furnish and installation of exterior window assemblies within Phase 1A in locations and quantities identified on Drawings:
 - a. (Quantity of 43) - Fabrication, transportation, offloading, storage, and installation of all sliding (Mark 1, 2, 3) aluminum window assemblies.
 - b. Main Office (Quantity of 1) - Fabrication, transportation, offloading, storage, and installation of all sliding (Mark 1) aluminum window assembly.
2. Costs have been included for the furnish and installation of doors, frames, and hardware within Phase 2A in locations and quantities identified on Drawings:
 - a. (Quantity of 40) - Fabrication, transportation, offloading, storage, and installation of all sliding (Mark 1) aluminum window assemblies.
 - b. Laundry Room (Quantity of 1) - Fabrication, transportation, offloading, storage, and installation of all fixed (Mark 2) aluminum window assembly.
3. Testing of the window assemblies by Noble is **NOT** included. Noble will coordinate with Owner's 3rd-party testing company to help facilitate testing performed by 3rd-party.
4. Window screens have **NOT** been included.

Interior Storefront Glazing Assemblies

5. Costs have been included for the furnish and installation of interior storefront glazing assemblies within Phase 1A in locations and quantities identified on Drawings:
 - a. Main Office (Quantity of 1) - Fabrication, transportation, offloading, storage, and installation of all storefront door assembly [(Mark Type 2)].
 - b. Main Office (Quantity of 1) - Fabrication, transportation, offloading, storage, and installation of all storefront door assembly [(Mark Type 3)].
 - c. Main Office (Quantity of 1) - Fabrication, transportation, offloading, storage, and installation of all storefront door assembly [(Mark Type 4)].

Division 9 – Finishes

Drywall Assemblies

1. Costs have been included for the furnish and installation of interior drywall assemblies within Phase 1A in locations and quantities identified on Drawings:
 - a. Furnish and installation of drywall assemblies at unit perimeter walls from masonry substrate.
 - b. Furnish and installation of drywall assemblies at water heater closet from masonry substrate and/or wood framing.
 - c. Furnish and installation of drywall assemblies at bathroom from masonry substrate and/or wood framing.
 - d. Furnish and installation of fire pipe soffit along perimeter wall from masonry substrate and/or pre-engineered metal framing.
 - e. Furnish and installation of drywall assemblies at main office rooms from masonry substrate and/or wood framing. Rooms to include 119, 120, 121, 122, 124, and 126.
 - f. Subcontractor to furnish ceiling texturing (equivalent to existing ceiling finish) for twenty-five (25%) percent of the ceiling surface area of the residential units.

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- g. Furnish and installation of acoustical ceiling tile system at main office (except for storage room 127 and restrooms 121 and 122).
2. Costs have been included for the furnish and installation of interior drywall assemblies within Phase 2A in locations and quantities identified on Drawings:
 - a. Furnish and installation of drywall assemblies at unit perimeter walls from masonry substrate.
 - b. Furnish and installation of drywall assemblies at water heater closet from masonry substrate and/or wood framing.
 - c. Furnish and installation of drywall assemblies at bathroom from masonry substrate and/or wood framing.
 - d. Furnish and installation of fire pipe soffit along perimeter wall from masonry substrate and/or pre-engineered metal framing.
 - e. Subcontractor to furnish ceiling texturing (equivalent to existing ceiling finish) for twenty-five (25%) percent of the ceiling surface area of the residential units.
 - f. No drywall or ceiling Work required at laundry, storage, or fire riser locations.
3. Costs have been included for the furnish and installation of interior drywall assemblies within Phase 2B in locations and quantities identified on Drawings:
 - a. Furnish and installation of drywall assemblies at unit perimeter walls from masonry substrate.
 - b. Furnish and installation of fire pipe soffit along perimeter wall from masonry substrate and/or pre-engineered metal framing.
 - c. Furnish and installation of drywall assemblies at rooms from masonry substrate and/or wood framing. Rooms to include electrical, hallway, restroom 1, and restroom 2.
 - d. Furnish and installation of acoustical ceiling tile system.
 - e. Furnish and installation of drywall ceiling at electrical, fire riser, restroom 1, and restroom 2.
4. Costs for minor drywall repair at areas of data connections within phase 1B structures has been included.
5. Work at the ceiling, unless specifically included above, has **NOT** been included in phase 1A or phase 2A.
6. Work associated with STC rating has **NOT** been included.

Flooring

1. Flooring/wall finishes within the residences (Phase 1A and 2A) have been included as follows:
 - a. Vinyl Plank – Lifeproof/Sterling Oak 22-mil by 8.7-inch wide by 48-inch long.
 - b. Backsplash Tile at Kitchen – 18-inch height; Daltile / Color Wheel Classic. Color: Artic White 0190. Size: 3-inch by 6-inch.
 - c. Ceramic Tile at Walls – 12-inch by 12-inch Daltile. Model: Everest White Square Block - Matte. Color: CG05-Matte. With Daltile bullnose for base.
 - d. Ceramic Tile at Floor – 12-inch by 12-inch Daltile. Model: Everest White Square Block - Matte. Color: CG05-Matte.
 - e. Transition Strips – M-D Flat Top threshold Model #11056.
2. Flooring/wall finishes within the main office (Phase 1A) have been included as follows:

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- a. Ceramic Tile at Floor – 24-inch by 24-inch Daltile - superior slip-resistant floor tile. Model: Scriper - Mentor Square. Color: AR62-Matte.
- b. Ceramic Tile at Walls – 12-inch by 12-inch Daltile. Model: Everest White Square Block - Matte. Color: CG05-Matte. With Daltile bullnose for base.
3. Flooring within the laundry rooms (Phase 1A and 2A - three (3) total locations) have been included as follows:
 - a. Ceramic Tile at Floor – 24-inch by 24-inch Daltile - superior slip-resistant floor tile. Model: Scriper - Mentor Square. Color: AR62-Matte.
 - b. Ceramic Tile at Walls – 12-inch by 12-inch Daltile. Model: Everest White Square Block - Matte. Color: CG05-Matte. With Daltile bullnose for base. Height of tile is 8-foot above floor. Width of tile is equipment (sink or washer/dryer) plus 1-foot on each side.
4. Flooring is **NOT** included within storage rooms (other than in main office -Phase 1A), fire riser rooms, electrical rooms, and corridor.
5. Wall tile is to be set with cementitious thinset or mastic.
6. All specified tile dimensions are assumed to be available factory sizes. Additional fabrication to re-size factory sized tiles is **NOT** included.
7. Costs include furnish and installation of Schluter strip at all tile edge.
8. Costs for patching of existing floor have **NOT** been included.

Painting and Coating

1. Costs have been included for the furnish and installation of interior drywall assemblies within Phase 1A in locations and quantities identified on Drawings:
 - a. Painting of concrete or drywall ceilings.
 - b. Painting of wood floor base, doors, and door frames.
 - c. Painting of all interior walls - gypsum board or masonry.
 - d. Painting of exterior corridor surface including stair treads and landings.
 - e. Painting of existing exterior railings and handrails. This includes the pool fence/gate system.
 - f. Painting of all exterior stucco (columns and exterior walls), fiber-cement board, and foam trim/corbels.
2. Costs have been included for the furnish and installation of interior drywall assemblies within Phase 1B in locations and quantities identified on Drawings:
 - a. Painting of exterior corridor surface including stair treads and landings. Sidewalks are **NOT** to be painted.
 - b. Painting of existing exterior railings and handrails.
 - c. Painting of all exterior stucco (columns and exterior walls), fiber-cement board, and foam trim/corbels.
 - d. Painting of all front entrance and rear entrance door and frames.
3. Costs have been included for the furnish and installation of interior drywall assemblies within Phase 2A in locations and quantities identified on Drawings:
 - a. Painting of concrete or drywall ceilings.
 - b. Painting of wood floor base, doors, and door frames.
 - c. Painting of all interior walls - gypsum board or masonry.
 - d. Painting of exterior corridor surface including stair treads and landings.

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- e. Painting of existing exterior railings and handrails.
- f. Painting of all exterior stucco (columns and exterior walls) and foam trim/corbels.
- g. Painting of floor surface at storage rooms, fire riser rooms, electrical rooms.
4. Costs have been included for the furnish and installation of interior drywall assemblies within Phase 2B in locations and quantities identified on Drawings:
 - a. Painting of drywall ceilings.
 - b. Painting of wood floor base, doors, and door frames.
 - c. Painting of all interior walls - gypsum board or masonry.
 - d. Painting of all exterior stucco (columns and exterior walls) and foam trim/corbels.
 - e. Painting of floor surface at storage rooms, fire riser rooms, electrical rooms.
5. Painting of exposed MEPS items is limited to that required for code compliance.
6. Painting includes one (1) primer coat and one (1) finish coat.
7. All sequencing of painting shall be in accordance with the sequencing for punch-list as described within this document.
8. Prep and painting of exterior soffit, fascia and underside of balconies is included.
9. Includes caulk at the following: (a) cabinets-to-vinyl plank; (b) 4-inch backsplash-to-wall (c) tub-to-vinyl plank; (d) tile-to-tile at tubs with matching tub and tile sealant; and (e) tile-to-tub. This Work includes the application of "beauty" caulk at the perimeter of all hollow metal door and window/store front frames (interior and exterior), the perimeter of all fire extinguisher cabinets, and the interior perimeter of vinyl window frames and store fronts.
10. Costs for furnish and/or application of intumescent paint has **NOT** been included.
11. Costs for furnish and/or application of paint at site wall has **NOT** been included.

Division 10 – Specialties

Signage

1. Cost for furnish and installation of building signage has **NOT** been included.
2. Cost for furnish and installation of monument signage has **NOT** been included.

Entrance Canopies

1. Cost for furnish and installation of aluminum entrance canopies has **NOT** been included.

Operable Partitions

1. Cost for furnish and installation of operable panels has **NOT** been included.

Toilet Accessories and Partitions

1. Furnish and installation of toilet accessories for unit bathrooms and common restrooms in locations and quantities identified on the Drawings:
 - a. 36-inch Grab Bar (ADA-compliant) [ITEM 10A]: BOD: Bobrick B-6806x36
 - b. Recessed Toilet Tissue Dispenser [ITEM 10B]: BOD: Bobrick B-667
 - c. Welded-Frame Mirror [ITEM 10D]: BOD: Bobrick B-290 2436
 - d. 42-inch Grab Bar (ADA-compliant) [ITEM 10E]: BOD: Bobrick B-6806x42
 - e. Surface-Mounted Paper Towel Dispenser [ITEM 10F]: BOD: Bobrick B-262 Classic Series
 - f. Fold-Down Shower Seat (ADA-compliant) [ITEM 10G]: BOD: Bobrick B-517
 - g. 24-inch Grab Bar (ADA-compliant) [ITEM 10H]: BOD: Bobrick B-6806x24
 - h. 24-inch Flip-Up Grab Bar (ADA-compliant) [ITEM 10I]: BOD: Bobrick B-4998

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- i. 18-inch Grab Bar (ADA-compliant) [ITEM 10J]: BOD: Bobrick B-6806x18
2. Furnish and installation of medicine cabinets have **NOT** been included.

Fireplace and Stoves

1. Cost for furnish and installation of fireplace and stove assemblies has **NOT** been included.

Safety Specialties

1. Cost for furnish and installation of one (1) wall-mounted 5-pound ABC fire extinguisher in each residential unit.
2. Cost for furnish and installation of one (1) surface-mounted fire extinguisher cabinet with one (1) wall-mounted 5-pound ABC fire extinguisher in locations and quantities detailed on Drawings for phase 1A, phase 2A, and phase 2B structures.

Lockers

1. Cost for furnish and installation of storage lockers has **NOT** been included.

Bike Storage

1. Cost for furnish and installation of bike racks has **NOT** been included.

Mail Specialties

1. Cost for furnish and installation of mailbox specialties has been included.

Storage Units

1. Cost for furnish and installation of storage units has **NOT** been included.

Corner Guards

1. Cost for furnish and installation of corner guards has **NOT** been included.

Architectural Louvers

1. Cost for furnish and installation of architectural louvers has **NOT** been included.

Division 11 – Equipment

Parking Equipment

1. Cost for furnish and installation of parking equipment has **NOT** been included.

Residential Appliances

1. Cost for furnish and installation of the following residential appliances for unit residences in phase 1A and phase 2A, including any power cords, hoses, or vents required for functional service:
 - a. Refrigerator [ITEM 11A]: BOD: Frigidaire Model #FFET1022UV
 - b. Stove Range/24-inch 4-Burner [ITEM 11B]: BOD: Lanbo Model #LBERT24RCSAA
 - c. Microwave [ITEM 11C]: BOD: Whirlpool Model #WMMS3130RS
2. Cost for furnish and installation of the following commercial appliances for unit residences in phase 1A and phase 2A, including any power cords, hoses, or vents required for functional service:
 - a. Washer/Dryer Stack [Item 22F]: BOD: Maytag Model #MLE22PRAYW Electric - card ready and non-vending (quantity of 13 stacks).
3. All appliances include termination to utility service.
4. Furnish and installation of television and/or wall-mounts are **NOT** included.
5. Noble is of the understanding that 100% of all units will require full appliance package.
6. There are no requirements for appliances within phase 1B or phase 2B.

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Swimming Pool

1. Work in association with the existing swimming pool, including structure, finishes, furnishings, equipment, signage, and maintenance has **NOT** been included.
2. Furnish and/or installation of a swimming pool chair lift has **NOT** been included.

Division 12 – Furnishings

Window Treatments

1. Cost for furnish and installation of window treatments has **NOT** been included.

Countertops

1. Bathroom countertops include 2-centimeter thick quartz surface material is included. Colors would be selected from Manufacturer's standard colors. Countertop does **NOT** include a built-up edge. Costs have been included for furnish and installation of countertop, backsplash, and endsplash at bathroom units in locations and quantities as identified on the Drawings.
2. Kitchen countertops include 3-centimeter thick quartz surface material is included. Colors would be selected from Manufacturer's standard colors. Countertop does **NOT** include a built-up edge.
3. Kitchen sinks have been provided as undermount and stainless steel.
4. Bathroom sinks have been provided as undermount, white, and vitreous china.

Furnishings

1. Costs for the transportation, movement, placement, furnish, and/or installation of residential furnishings has **NOT** been included.

Division 21 – Fire Suppression

Fire Suppression Systems

1. Hydraulic calculations with Professional Engineer signed-and-sealed documents are included. Filing fees, expediting fees, etc. are **NOT** included.
2. Cost for design, furnish, and installation of the fire suppression system for unit residences in phase 1A and phase 2A, includes a system of automatic sprinklers in accordance with NFPA 13R latest edition. Sprinklers shall be semi-recessed and horizontal sidewall type in residence units and dry heads in breezeways. System piping shall be black steel and CPVC.
3. Cost for design, furnish, and installation of the fire suppression system for habitable area in phase 2B includes a system of automatic sprinklers in accordance with NFPA 13 latest edition. Sprinklers covering occupancy areas shall be fully-concealed dry pendants and sprinklers covering combustible concealed spaces shall be specific application type. System piping shall be black steel.
4. All fire sprinklers installed in finished spaces will be concealed sprinklers with a standard white polyester or chrome finish. All fire sprinklers installed in unfinished spaces will be brass with no finish at inside locations and white poly-coated at outside locations.
5. Sprinkler coverage will be compliant as dictated by both Fire Marshal for the AHJ and NFPA code requirements.

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6. Provision of attic stock materials including: excess sprinkler heads, wrenches (per type of sprinkler head), and storage cabinet, as may be required, have **NOT** been included.
7. Application of paint on fire suppression pipe and appurtenances is **NOT** included.
8. Fire department connection (FDC) and/or associated FDC piping system outside of the building perimeter from the connection point is included, if required, as part of the site work Scope.
9. Sprinklers shall **NOT** be provided in bathrooms less than 55 square foot area in residence units per NFPA 13R.
10. Sprinklers shall **NOT** be provided in clothes closets, linen closets, and pantries less than 24 square foot area in residence units per NFPA 13R.
11. Sprinklers shall **NOT** be provided in attics and combustible concealed spaces per NFPA 13R.
12. There will be no fire suppression work performed for phase 1B.

Division 22 – Plumbing Systems

Plumbing

1. Costs have been included for all plumbing infrastructure, services, and equipment in locations and quantities identified on the Drawings from 5-foot outside the building perimeter for phases 1A, 2A, and 2B.
2. Costs include an equivalent/like fixture and/or equipment package. If Engineer requires the use of the specified equipment, additional costs may be required.
3. Furnish and installation of a complete domestic water system, including a hot water system.
4. Furnish and installation of a complete building sewer drainage system, including waste and vent systems.
5. Furnish and installation of all sanitary waste pipe below-grade, above-grade, and between floor sinks and drains using Schedule 40 PVC pipe.
6. Furnish and installation of all condensate pipe and connections for all HVAC and plumbing equipment.
7. Insulation is only included at recirculation hot water lines for verticals and horizontals.
8. Cost have been included for installation of sub-metering system as shown.
9. Costs for furnish and/or installation of gas piping has **NOT** been included.
10. Provision of filter, purified, and/or distilled water is **NOT** included.
11. Filters, purifiers, and/or reverse osmosis systems are **NOT** included.
12. All above grade water pipe has been provided in copper.

Division 23 – Mechanical Systems

HVAC

1. Costs have been included for all mechanical (HVAC) infrastructure, services, and equipment in locations and quantities identified on the Drawings.
2. Cost for furnish and installation of the following mechanical work in phase 1A in locations and quantities identified on the Drawings include:

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- a. Furnish, installation, and testing of PTAC units within residential units, laundry rooms, storage rooms, and main office, including thermostats.
 - b. Furnish, installation, and testing of 4-ton air handling unit and condensing unit at laundry room 2, including condenser pad.
 - c. Furnish, installation, and testing of 5-ton air handling unit and condensing unit at main office, including condenser pad.
 - d. Furnish and installation of dryer vents at laundry rooms, including vent screens, coring of walls, and sealant at openings.
 - e. Furnish and installation of exhaust fans at restrooms including wall/roof vents, coring of walls, and sealant at openings. This includes unit-mounted disconnect switch, bird screen, vibrator isolator, speed controller, and occupancy sensor.
 - f. Furnish and installation of duct work at laundry room.
 - g. Furnish and installation of electric unit heater at fire riser room. This includes disconnect, built-in thermostat, and hanger/bracket.
3. Cost for furnish and installation of the following mechanical work in phase 2A in locations and quantities identified on the Drawings include:
 - a. Furnish, installation, and testing of PTAC units within residential units, including thermostats.
 - b. Furnish, installation, and testing of 4-ton air handling unit and condensing unit at laundry room, including condenser pad.
 - c. Furnish and installation of dryer vents at laundry rooms, including vent screens, coring of walls, and sealant at openings.
 - d. Furnish and installation of exhaust fans at restrooms including wall/roof vents, coring of walls, and sealant at openings. This includes unit-mounted disconnect switch, bird screen, vibrator isolator, speed controller, and occupancy sensor.
 - e. Furnish and installation of duct work at laundry room.
 - f. Furnish and installation of electric unit heater at fire riser room. This includes disconnect, built-in thermostat, and hanger/bracket.
4. Cost for furnish and installation of the following mechanical work in phase 2B in locations and quantities identified on the Drawings include:
 - a. Furnish, installation, and testing of PTAC units, including thermostats.
 - b. Furnish and installation of air circulator.
 - c. Furnish and installation of exhaust fans at restrooms including wall/roof vents, coring of walls, and sealant at openings. This includes unit-mounted disconnect switch, bird screen, vibrator isolator, speed controller, and occupancy sensor.
 - d. Furnish and installation of duct work.
 - e. Furnish and installation of electric unit heater at fire riser room. This includes disconnect, built-in thermostat, and hanger/bracket.
5. There is no requirement for mechanical work on phase 1B.
6. Costs include an equivalent/like fixture and/or equipment package. If Engineer requires the use of the specified equipment, additional costs may be required.
7. This includes air handling and condensing equipment, air movement devices, and fans.
8. 7-Day programmable wall-mounted thermostats are included.

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9. Includes NEBB-certified test and balance as required for the complete systems.

Division 26 – Electrical Systems

Electrical

1. Costs have been included for all electrical infrastructure, services, and equipment in locations and quantities identified on the Drawings. Power will be brought from secondary side of transformer.
2. Cost for furnish and installation of the following electrical work in phase 1A in locations and quantities identified on the Drawings include:
 - a. Furnish and installation of exterior conduit (power and low voltage), wiring, termination, and testing - as shown on Phase 1A Drawing E101:
 1. 2-inch HDPE Conduit for fiber/low voltage
 2. Generator to MDF room
 3. 1-1/2" conduit from FE1 to FE2
 4. Conduit as required for camera system
 5. Conduit as required for card reader
 6. Conduit as required for door switch
 7. Conduit as required for motorized gate
 8. Conduit as required for generator to ATS
 9. Conduit as required for secondary power from transformer
 - b. Furnish and installation of interior conduit (power and low voltage), wiring, termination, and testing for interior systems:
 1. Camera system
 2. Door switch
 3. Card reader
 4. Lighting fixtures and control
 5. Outlets, data ports, and receptacles
 6. Connection to equipment
 7. WAP device
 - c. Furnish and installation of a generator system and associated ATS.
 - d. Furnish and installation of interior and exterior light fixtures.
 - e. Design, furnish, installation, and testing of an addressable fire alarm system including fire alarm control panel, annunciator system, strobes, horns, pull stations, smoke detectors.
 - f. Complete access control system including cabinets, racks, enclosures, cameras, switches, patches, power supply unit, programming, software, hardware.
 - g. Work associated with Phase 1B Structures [quantity of ten (10) structures] - Phase 1A Drawing 7/E203.
 1. Furnish and installation of pendant light and corresponding circuit at each structure
 2. Furnish and installation of one (1) dataport connection at each of the four (4) living rooms in each of the structures (see Note 12/E203)

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- h. Furnish and installation of City of Kissimmee Fire Department approved Knox Box.
 - i. Work associated with sub-metering system.
- 3. Cost for furnish and installation of the following electrical work in phase 2A in locations and quantities identified on the Drawings include:
 - a. Furnish and installation of exterior conduit (power and low voltage), wiring, termination, and testing - as shown on Phase 2A Drawing E101:
 - 1. Generator to MDF room
 - 2. Conduit as required for card reader
 - 3. Conduit as required for door switch
 - 4. Conduit as required for motorized gate
 - 5. Conduit as required for generator to ATS
 - 6. Conduit as required for secondary power from transformer
 - b. Furnish and installation of interior conduit (power and low voltage), wiring, termination, and testing for interior systems:
 - 1. Camera system
 - 2. Door switch
 - 3. Card reader
 - 4. Lighting fixtures and control
 - 5. Outlets, data ports, and receptacles
 - 6. Connection to equipment
 - 7. WAP device
 - c. Furnish and installation of a generator system and associated ATS.
 - d. Furnish and installation of interior and exterior light fixtures.
 - e. Design, furnish, installation, and testing of an addressable fire alarm system including fire alarm control panel, annunciator system, strobes, horns, pull stations, smoke detectors.
 - f. Complete access control system including cabinets, racks, enclosures, cameras, switches, patches, power supply unit, programming, software, hardware.
 - g. Furnish and installation of City of Kissimmee Fire Department approved Knox Box.
 - h. Work associated with sub-metering system.
- 4. Cost for furnish and installation of the following electrical work in phase 2B in locations and quantities identified on the Drawings include:
 - a. Furnish and installation of exterior conduit (power and low voltage), wiring, termination, and testing - as shown on Phase 2B Drawing E101:
 - 1. Conduit as required for generator to ATS
 - 2. Conduit as required for secondary power from transformer
 - b. Furnish and installation of interior conduit (power and low voltage), wiring, termination, and testing for interior systems:
 - 1. Camera system
 - 2. Door switch
 - 3. Card reader
 - 4. Lighting fixtures and control
 - 5. Outlets, data ports, and receptacles

**Haven on Vine Renovation
City of Kissimmee**

Date 5/20/25
revision 0

Qualifications - Technical

6. Connection to equipment
7. WAP device
- c. Furnish and installation of an ATS.
- d. Furnish and installation of interior and exterior light fixtures.
- e. Design, furnish, installation, and testing of an addressable fire alarm system including fire alarm control panel, annunciator system, strobes, horns, pull stations, smoke detectors.
- f. Complete access control system including cabinets, racks, enclosures, cameras, switches, patches, power supply unit, programming, software, hardware.
- g. Furnish and installation of City of Kissimmee Fire Department approved Knox Box.
5. Design, supply, and install of a complete and permitted fire alarm system as required for all structures on the project site. Design to be approved by the City of Kissimmee Building Department and City of Kissimmee Fire Marshal. The complete fire alarm system is inclusive of the following:
 - a. Provide and install the new networked fire alarm systems. A networked fire alarm panel will be installed in Phase 1A, Phase 2A, and Phase 2B structures.
 - b. The new fire alarm system will be provided to meet minimum code compliance per NFPA based on the latest Contract Documents – includes fire alarm code 2021 (sound level of strobes and horns).
 - c. This Scope of Work includes networked fire alarm systems for this site.
 - d. Duct-mounted smoke detectors are supplied and mounted by mechanical Subcontractor in accordance with applicable code. Wiring will be included in this fire alarm Scope of Work to furnish and install power and low voltage circuits to the mounted detectors.
 - e. Provide equipment submittals, engineered shop drawings, and permit submittal as required for a complete and functional system. All requirements for permitting fire alarm design documents and procedures with the AHJ are included in this Scope of Work to provide.
 - f. Monitoring contracts and means of alarm transmission shall be in-place before a final AHJ inspection can be scheduled.
 - g. Provide a one (1) year warranty and Owner training session upon completion.
 - h. Hearing-impaired units signals (for the designated ADA/HI apartments) are included.
 - i. Surge protection for the fire alarm system.
 - j. Provide the required addressable monitor modules connections per building to fire sprinkler flow and tamper switches.
 - k. Provide the digital alarm communicator for monitoring the fire alarm system from the Owner's monitoring service.
 - l. Fire alarm design and functional system shall provide all required device quantities and locations to be code compliant.
 - m. Provide all signed and sealing of Engineered Drawings, as the Engineer-of-Record for the fire alarm system.
6. Furnish and install one (1) cat6 cable from the service for the building to the home command center in each residential unit and one (1) cat6 cable to each television outlet in each unit

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(phase 1A and phase 2A). Provide and install complete device television jack/trim-out. This includes furnish and installation of backboards as required.

7. Furnish and install Phase 1A main office and Phase 2B with telecom/data wiring to locations and include all device trim-out to complete this Scope of Work.
8. Installation of six (6) wireless repeaters and one (1) internet-enabled wireless data collector locations (from sub-meter Subcontractor) at Phase 1A and Phase 2A.
9. Costs include an equivalent/like fixture and/or equipment package. If Engineer requires the use of the specified equipment, additional costs may be required.
10. Lightning protection system is **NOT** included.
11. Meter stations are installed by the electrician and meters are provided by utility company.
12. Concrete encasement for underground conduit duct bank is **NOT** included.
13. Excessive delays due to ability of utility company (Kissimmee Utility Authority) to procure and supply required new transformers or other activities related to sourcing of power services/requirements to the building is **NOT** the responsibility of Noble.
14. Costs for KUA work, materials, and fees have **NOT** been included.
15. Noble is of the understanding that KUA may require a substantial deposit before progress on engineering, design, or ordering of materials is started. We have **NOT** added costs for any deposits or expedited services.
16. We assume that all power required onsite (temporary or start-up) will be supplied at no cost to the Noble.
17. Furnish and/or installation of exterior light poles and/or fixtures is **NOT** included.
18. There are no requirements for electrical work in phase 1B. There are some elements of work in phase 1B included within phase 1A as shown on Drawings.

Fixture Supply

1. Costs include an equivalent/like fixture equipment package. If Engineer requires the use of the specified equipment, additional costs may be required
2. This line item includes all cost associated with the furnishing of all light fixtures, lamps, lighting controls, occupancy sensors and inverter systems in locations and quantities identified on the Drawings.

Division 31 – Earthwork

Site Work

1. Cost for site work (earth work) has **NOT** been included.
2. Noble is of the understanding that the onsite materials are suitable for backfill as necessary.
3. All trench excavations, mass or isolated, are exclusive of contaminated soils, unsuitable soils, and/or rock.
4. Noble is of the understanding that no unsuitable material will be encountered. "Unsuitable" materials are soils that cannot be used as fill material after 24-hours of drying without introduction of chemical additives. Chemical additives are specifically excluded, but will be added at an additional cost. Unsuitables also include areas where the existing soil is determined to be unstable and requires removal prior to placing fill. If unsuitable materials are encountered

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City of Kissimmee**

Date 5/20/25
revision 0

Qualifications - Technical

and undercutting and/or rock removal is required, this will be considered outside the scope of work of this proposal

5. Excavation, disposal and/or replacement of unsuitable soils impacting the Work is **NOT** included.
6. Import of suitable backfill materials has **NOT** been included.
7. We have **NOT** included any cost for sinkhole remediation.
8. Noble has included limited costs for SWPPP measures as none are shown on the Drawings.
9. Noble has **NOT** included clean-out of any drainage openings or piping from their current state.

Division 32 – Exterior Improvements

Landscaping

1. Cost for landscaping and/or irrigation has **NOT** been included.
2. Cost for maintenance of existing landscaping and/or irrigation has **NOT** been included.

Site Concrete

1. Costs for new and replacement sidewalk and/or curbing assemblies, unless specifically detailed within Drawings, has **NOT** been included.
2. Costs for new and replacement asphalt pavement (light and heavy, unless specifically detailed within Drawings, has **NOT** been included.
3. Sidewalk, curb, and/or asphalt - including pavement markings - destroyed during installation of pipe utilities will be restored to previous condition. Additional enhancements to sidewalk, curb, and/or asphalt are **NOT** included.
4. Sidewalk sections that do **NOT** currently meet code will **NOT** be replaced to meet code. Replacement will be like-for-like with no enhancement.

Fencing and Gates

1. Cost for furnish and installation of fencing and/or gates has **NOT** been included.

Site Furnishings / Playground Equipment

1. Cost for furnish and installation of site furnishings and/or playground equipment has **NOT** been included.

Division 33 – Utility Systems

Utility

1. Includes all fire services from an existing water line connection point. New water line (offsite), as shown on Drawings, is **NOT** included.
2. Additional piping, appurtenances, valves, and/or structures required based on direction received from AHJs are **NOT** included.
3. Utility meters are provided by utility company and installed under this scope of work.
4. There are no requirements for sanitary sewer enhancements.
5. There are no requirements for storm sewer enhancements.
6. There are no requirements for re-use (irrigation) system enhancements.

EXHIBIT “C”
BUDGET

*** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2025-010

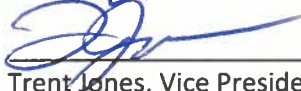
I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Phase 1A – 43-Efficiency Studio Apartment Units	\$2,670,000
2	Phase 1B – Ten Fourplex Apartment Building Renovation	\$1,090,000
3	Phase 2A – 40-Efficiency Studio Apartment Units	\$1,850,000
4	Phase 2B – Office Building Renovation	\$ 270,000
<u>TOTAL COST OF CONSTRUCTION</u>		<u>\$5,880,000</u>

ACKNOWLEDGMENT OF ADDENDA NO. 1 dated 5/1/25


Trent Jones, Vice President-Construction

ACKNOWLEDGMENT OF ADDENDA NO. 2 dated 5/8/25


Trent Jones, Vice President-Construction

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.

 We take exception to Specifications as follows:

Please see attached listing of supplemental documents included within this package for additional clarifications.

COMPANY NAME NOBLE CONSTRUCTION GROUP-FLORIDA

COMPANY ADDRESS 366 NORTH BEAUMONT AVENUE
KISSIMMEE, FLORIDA 34741

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: 
Trent Jones, Vice President-Construction

DATE: 5/20/25

EMAIL: tjones@ncgllc.com

TELEPHONE NO.: (203) 424-3942

EXHIBIT "D"

CHANGE ORDER # _____

CONTRACTOR NAME	
------------------------	--

The Contract for Work entered into on _____, 2025 by and between the above Contractor and the City, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
TOTAL CHANGE ORDER AMOUNT		

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ _____ for a new total of \$ _____.

The work completion deadline is _____.

The deadline is: ☐ **extended to** _____ ☐ **not extended**

Contractor Signature Date

The scope of work proposed on this Change Order is approved; payment shall NOT be made under this Contract.

HCD Program Manager Date

The scope of work proposed on this Change Order is approved; payment shall NOT be made under this Contract.

HCD Program Manager Date

EXHIBIT "E"
REQUEST FOR PAYMENT

Contractor:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Print – Name of Executive Director or Board President	Date
---	------

Signature - Executive Director or Board President Signature	Date
---	------

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing and Community Development Manager Signature	Date
---	------

APPROVAL INFORMATION

EXHIBIT "F"

CDBG Program Requirements

CONTRACTOR, in addition to the terms set forth in the Contract, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

In accordance with 2 CFR §200.302 and .303, **CONTRACTOR**'s financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

- a. Identification- As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the **CONTRACTOR** from the CITY under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of **CONTRACTOR**.
- b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.
- c. Internal controls – As described in 2 CFR §200.302, **CONTRACTOR** shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. **CONTRACTOR** must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, **CONTRACTOR** must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that **CONTRACTOR** is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States (known as the “Green Book”) or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). **CONTRACTOR** must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the CITY designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the CITY’s Housing and Community Development Division staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. **CONTRACTOR** must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.
- d. Accounting records - **CONTRACTOR**'s accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations,

obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. **CONTRACTOR** shall establish and maintain separate accounting records for the activities of this Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of **CONTRACTOR** shall comprise the following at a minimum:

- a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
- b. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
- c. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- b. Personnel Activity Reports – “Personnel Activity Reports” shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. All personnel activity reports must be signed by the employee and the employee’s supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
- c. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee’s supervisor. Such records shall disclose each employee’s name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the CITY’s Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.
- d. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- e. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.
- f. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

- g. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property assisted with CDBG funds in the format requested by the CITY.
- h. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.
- i. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).
- j. Written Allowability Procedures – **CONTRACTOR** must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.
- k. Comparison of expenditures with budget amounts for each federal award.

EXHIBIT "G"

Payment Requests and Reporting Requirements

- A. CONTRACTOR** shall submit all reports to the City of Kissimmee, Housing and Community Development Division as described in this Agreement.
- B. CONTRACTOR** shall provide the submit monthly reports to the City.
- C.** Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, **CONTRACTOR** shall inform the **CITY** as soon as the following types of conditions become known:
1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- D.** Expenses incurred by **CONTRACTOR** will not be processed for reimbursement by the Housing and Community Development Program Manager if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all invoices submitted electronically will not be reimbursable by the City if such expenditures were not expended directly for the rehabilitation costs, as applicable, to benefit low- and moderate-income persons in accordance with this Contract.
- E.** Provided that the invoices are complete and undisputed, the Housing and Community Development Program Manager will process reimbursement of approved invoices within its best efforts to reimburse **CONTRACTOR** within fifteen (15) days of receipt of such requests.
- F.** As applicable, the monthly invoice shall include:
1. CDBG and/or CPF costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
 2. Brief description of activities or services undertaken during the month for which reimbursements are being requested.
 3. Total cost of services.
 4. If applicable, if outside subcontractors have done the work, submit the paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "H"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTORS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE CONSTRUCTION OVER \$10,000

Equal Opportunity Clause:

CONTRACTOR agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the **CONTRACTOR** agrees as follows:

1. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by on or behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The **CONTRACTOR** will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the **CONTRACTOR**'s legal duty to furnish information.
4. The **CONTRACTOR** will send to each labor union or representative of workers with which the **CONTRACTOR** has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **CONTRACTOR**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The **CONTRACTOR** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The **CONTRACTOR** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the **CONTRACTOR's** noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the **CONTRACTOR** may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The **CONTRACTOR** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **CONTRACTOR** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **CONTRACTOR** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a **CONTRACTOR** debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "I"
FEDERAL LABOR STANDARDS PROVISIONS
(Insert)

Davis Bacon Act WD#FL20210181

(Insert)

Payroll Log

(Insert)

EXHIBIT "J"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative Contracts) and that **CONTRACTOR** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(CORPORATE SEAL)

By: _____

Date: _____

EXHIBIT "K"

SECTION 3 ECONOMIC OPPORTUNITY

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development ("HUD") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder as evidenced by the execution of this contract. The parties to this contract certify and agree that they are under no contractual Contract or other disability which would prevent them from complying with these requirements.
- C. **CONTRACTOR** will send to each labor organization or representative of workers with which it has a collective bargaining Contract or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. **CONTRACTOR** will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that **CONTRACTOR** is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. **CONTRACTOR** will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. **CONTRACTOR** will certify that any vacant employment positions, including training positions, that are filled (1) after the **CONTRACTOR** is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 25 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the **CONTRACTOR's** obligations under 24 CFR Part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and its successors, and assigns to those sanctions specified by the CDBG Program Contract or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Contract for default and debarment and suspension from future HUD-assisted contracts.

EXHIBIT "L"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that **CONTRACTOR** knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the **CONTRACTOR** and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. **CONTRACTOR** will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. **CONTRACTOR** certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in **CONTRACTOR's** workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. **CONTRACTOR's** policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of

such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. **CONTRACTOR** shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, City, county, state, zip code and total estimated number of employees). **CONTRACTOR** further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of CONTRACTOR: XXXXXXX

Program Name: _____

Grant: Community Development Block Grant

Date:

The CONTRACTOR shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (include street address, City, county, state, zip code for each site):

Check ☐ if there are work places on file that are not identified here.

XXXXXXX
(Corporate Seal)

By: _____

Date: _____

EXHIBIT "M"

AFFIDAVIT Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type;
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that: I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

☐ I attest that _____(agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity.

☐ I attest that _____(agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature: _____

(Printed Name of President/Executive Director/Board Chair)

STATE OF FLORIDA COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for _____, a Florida business organization, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

ITEM 8.A

Approval of a Downtown Kissimmee Community Redevelopment Agency and Hidden Gem, LLC Pioneer Project Incentive Program Agreement

Request

Approval of a Downtown Kissimmee Community Redevelopment Agency (CRA) Pioneer Project Incentive Program Agreement, contract # 20250328, with Hidden Gem, LLC. for the property located at 12 Broadway.

Explanation

One of the goals of the Downtown Kissimmee Community Redevelopment Agency (CRA) is to use developer incentives to encourage private sector investment in downtown Kissimmee, in turn increasing property values and economic opportunity.

In October 2021, the City Commission approved the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP). PPIP assists with mixed-used, residential or commercial projects based on factors, such as significant capital investment, job creation and construction of residential units. Staff evaluates each application and recommends approval of awards on a case-by-case basis using a TIF (Tax Increment Financing) analysis to ensure grant awards do not exceed anticipated investment returns.

Hidden Gem, LLC submitted a PPIP application for the redevelopment of a .065-acre property for the construction of a new multi-functional body art studio in Downtown Kissimmee that will combine a body art and piercing studio, private event hosting, and a tattoo academy, which will be the first of its kind in Central Florida and Downtown Kissimmee. Grant funds will be used for the construction of a 1,236-square-foot single-story, multi-use space, including a private personal studio, multiple mini-studios, a break room and office.

Hidden Gem's new body art and piercing studio meets the PPIP Policy's definition of an innovative commercial project, that will:

1. Bring a multi-functional body art studio to Downtown Kissimmee that will combine a body art and piercing studio, private event hosting, and a tattoo academy.
2. Redevelop a long-vacant property, transforming it into a vibrant commercial property that contributes to the revitalization of downtown.
3. Generate activity and foot traffic downtown by attracting visitors.

In April 2025, Hidden Gem, LLC applied for a grant in the amount of \$150,000. Staff conducted a TIF analysis to estimate the annual tax increment that would be generated by the proposed commercial space, using the square footage and current taxable value per square foot based on comparable properties in Kissimmee. This property currently generates \$353 in tax increment. The TIF analysis resulted in an estimated value of \$39,315 to be generated from the property post-development during that time-period.

Please note, Hidden Gem submitted this application prior to the recently approved PPIP policy

update. Therefore, the award was evaluated using TIF analysis.

<i>County Millage</i>	0.006700
<i>City Millage</i>	0.004625
<i>Square Feet</i>	1,236
<i>Current taxable value per sq. ft</i>	167.421

2025	2043	
Current Annual Tax Increment	New Annual Tax Value	Incremental Revenue
\$353	\$248,651	\$39,315

Therefore, staff recommends approving the award of a PPIP grant to Hidden Gem, LLC in the amount of \$39,315.

The attached agreement memorializes the grant award, responsibilities and commitments of the Downtown Kissimmee CRA and Hidden Gem, LLC. The grant will be awarded on a reimbursement basis upon completion of the redevelopment project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622208-508282		Decrease		39,315

Financial Summary:

The Downtown Kissimmee CRA has funds programmed in the Aids to Private Organizations account to support this grant.

Recommendation

Staff recommends approval of a Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Hidden Gem, LLC. for the property located at 12 Broadway.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):

1. (S) DKCRA and Hidden Gem, LLC PPIP Agreement

**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 202_ by and between the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (DKCRA), a special district of the State of Florida, hereinafter referred to as the “CRA” and FLORIDA HIDDEN GEM, LLC, hereinafter referred to as “DEVELOPER”.

WITNESSETH:

WHEREAS, DEVELOPER operates a body art studio in the Downtown Kissimmee Redevelopment Area (the “Area”) and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

WHEREAS, DEVELOPER supports the mission of the Downtown Kissimmee Redevelopment Area (the “Area”) and maintains that its development plan for a forthcoming business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

WHEREAS, the Plan, supports financial incentives to encourage private sector investment and business development within the Area; and

WHEREAS, to help promote investment and development in the Area, the CRA established the Pioneer Project Incentive Program (the “PPIP”) and policy, attached hereto and incorporated herein by reference as Exhibit “A”, as a vehicle to help support those endeavors; and

WHEREAS, DEVELOPER has submitted a PPIP application for the construction of a new a multi-functional body art studio in Downtown Kissimmee that will combine a Body Art and Piercing Studio, private event hosting, and a tattoo academy, which will be the first of its kind in Central Florida and Downtown Kissimmee; and

WHEREAS, grant funds will be used for the construction of a 1, 236-square-foot single-story, multi-use space, including a private personal studio, multiple mini studios, a breakroom and office; and

WHEREAS, the CRA reviewed the application and determined DEVELOPER is eligible for a PPIP grant; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which DEVELOPER shall be awarded a PPIP grant.

NOW THEREFORE, in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

1. **TERM.** This Agreement shall take effect on the date stated above and shall continue until DEVELOPER fulfills its grant obligations, a period not to exceed five (5) calendar years, unless terminated earlier by either party as provided herein from the effective date of this Agreement.
2. **EXHIBITS.** The following documents are attached and referred to in this Agreement and are by

this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	PPIP Policy
"B"	Florida Hidden Gem, LLC PPIP Application
"C"	Project Description

3. **ELIGIBLE INCENTIVES.** DEVELOPER shall receive a one-time PPIP grant in the amount of thirty-nine thousand three hundred and fifteen dollars (\$39,315).
4. **GRANT CONDITIONS & DEVELOPER RESPONSIBILITIES.**
 - a. DEVELOPER agrees to use all PPIP grant funds exclusively for the construction of a 1,236-square-foot, single-story, multi-use facility. This space will include a private personal studio, several mini studios, a breakroom, and an office. It will be designed to accommodate a Body Art and Piercing Studio, private event hosting, and a tattoo academy.
 - b. DEVELOPER agrees that the award is final, non-negotiable and by ratifying this Agreement, covenants not to pursue supplemental PPIP funding from the CRA.
 - c. DEVELOPER agrees to follow the procedures outlined in the CRA's PPIP policy and acknowledges receipt and full understanding thereof.
 - d. DEVELOPER's failure to meet the eligibility requirements and all obligations outlined in the PPIP policy may be considered a material default of this Agreement, and DEVELOPER may be required to reimburse CRA for any and all funds which may have been dispersed.
 - e. DEVELOPER agrees to prominently display a sign provided by the CRA on the premises indicating that the property is a CRA Pioneer Project site.
5. **CRA RESPONSIBILITIES.** The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of thirty-nine thousand three hundred and fifteen dollars (\$39,315). The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and has received a Certificate of Occupancy and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.
6. **INDEMNIFICATION.**

To the extent permitted by law, DEVELOPER, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent DEVELOPERs for any injury or damage to the person, property, or business of DEVELOPER, its agents, employees, Sub-DEVELOPERs, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28.

DEVELOPER agrees to indemnify and hold harmless the CITY, its agents, officers, employees, against any and all claims, demands, costs, and expenses of every kind and nature including reasonable attorney's fees and for the enforcement, defense, or appeals thereof arising from DEVELOPER's performance of the Agreement or any breach or default of DEVELOPER.

7. **INSURANCE.** DEVELOPER 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, DEVELOPER at their sole cost and expenses shall maintain insurance coverage as follows:
- a. Workers Compensation: DEVELOPER will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the sub-DEVELOPER to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - b. Comprehensive General Liability: DEVELOPER will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with limits of not less than \$1,000,000.00.
 - c. Comprehensive Automobile Liability: DEVELOPER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - d. Umbrella Insurance: DEVELOPER will provide umbrella coverage in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee, Development Services Downtown Kissimmee CRA Attn: Samia Singleton 101 Church Street, 5th Floor Kissimmee, FL 34741	Florida Hidden Gem, LLC Attn: Natalia Estevez 22 Broad way Kissimmee, FL 34741
and Office of the City Attorney Attn: Olga Sanchez de Fuentes 101 Church Street, 5th Floor Kissimmee, FL 34741	

9. **NON-ASSIGNMENT.** DEVELOPER shall not assign this Agreement or any portion hereof without the express written consent of the CITY.
10. **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.
11. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving DEVELOPER written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the DEVELOPER shall

only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the DEVELOPER for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the DEVELOPER.

Upon termination, DEVELOPER shall bill the City for all amounts not previously billed and due to the DEVELOPER at that time. DEVELOPER 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 the DEVELOPER, unless specifically approved or requested by the City. DEVELOPER shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

12. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of DEVELOPER to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the DEVELOPER with written notice of said failure to perform. The City must give ten (10) working days from the DEVELOPER's receipt of the Notice to Cure for the DEVELOPER to cure or take reasonable action to commence to cure the performance concerns specified. If DEVELOPER does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. DEVELOPER will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the DEVELOPER is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of DEVELOPER to finish part or all of the work under the Agreement or to supplement the work of DEVELOPER, and to deduct the cost thereof from any money, then due or thereafter to become due to the DEVELOPER; and if such cost shall exceed the balance due to DEVELOPER, then the DEVELOPER shall pay the difference to the City.

Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing DEVELOPER with notice of default or opportunity to cure, if CITY determines that DEVELOPER has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification, background screenings, or insurance coverage.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the DEVELOPER, but without an opportunity to cure, if CITY determines DEVELOPER knowingly furnished any representation, warranty or certification in connection with the solicitation of DEVELOPER's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to DEVELOPER 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.

13. **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.

14. **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.
15. **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.
16. **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.
17. **BREACH.** Failure of DEVELOPER or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 12 above. In the event of any default of the City, except the payments required under the Agreement, DEVELOPER may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from DEVELOPER to cure said default, unless the City disputes satisfactory performance of services.
18. **ATTACHMENTS:** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
19. **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 DEVELOPER.
20. **E-VERIFY.** In accordance with, §448.095, Florida Statutes, DEVELOPER 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 Contract and shall expressly require any sub-DEVELOPERs performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the sub-DEVELOPER during the term of this Contract. If DEVELOPER enters into a contract with a sub-DEVELOPER performing work or providing services on its behalf, DEVELOPER shall also require the sub-DEVELOPER to provide an affidavit stating that the sub-DEVELOPER 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 Web site: <http://www.dhs.gov/E-Verify>.

DEVELOPER shall, upon request, provide evidence of compliance with this provision to CITY. Failure to comply with this provision is a material breach of the Agreement, and CITY may choose to terminate the Agreement at any time at its sole discretion. DEVELOPER 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).

DEVELOPER, by virtue of acceptance of this Agreement certifies that:

- a. DEVELOPER and its Sub-DEVELOPERS are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
- b. DEVELOPER and its Sub-DEVELOPERS are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- c. DEVELOPER will not enter into a contract with any Sub-DEVELOPER unless each party to the contract registers with and uses the E-Verify system.
- d. Sub-DEVELOPER will provide DEVELOPER with an affidavit stating that Sub-DEVELOPER does not employ, contract with, or subcontract with unauthorized alien.
- e. DEVELOPER must maintain a copy of such affidavit.
- f. CITY may terminate this Contract on the good faith belief that DEVELOPER or its Sub-DEVELOPERS knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
- g. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), DEVELOPER may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- h. DEVELOPER is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

21. **PUBLIC RECORDS.** DEVELOPER 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 DEVELOPER shall keep and maintain public records required by the City to perform the service.

If the DEVELOPER has questions regarding the application of Chapter 119, Florida Statutes, to the DEVELOPER'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 DEVELOPER, the DEVELOPER 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 DEVELOPER 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 DEVELOPER does not transfer the records to the City.
- c. Upon completion of the contract, the DEVELOPER shall transfer, at no cost, to the City all public records in possession of the DEVELOPER or keep and maintain public records required by the City to perform the service. If the DEVELOPER transfers all public records to the City upon completion of the Contract, the DEVELOPER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DEVELOPER keeps and maintains public records upon completion of the Contract, the DEVELOPER 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 DEVELOPER of a request to inspect or copy public records relating to a City's contract for services, the DEVELOPER shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the DEVELOPER 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 DEVELOPER who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

22. **SCRUTINIZED VENDOR LIST.** By acceptance of this Agreement, DEVELOPER certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §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 §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that DEVELOPER has submitted a false certification, CITY shall provide DEVELOPER with written notice of its determination. DEVELOPER shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If DEVELOPER does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against DEVELOPER. If a civil action is brought and the court determines that DEVELOPER has submitted a false certification, DEVELOPER shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, DEVELOPER will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that DEVELOPER submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

23. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a DEVELOPER, supplier, sub-DEVELOPER, or consultant under a contract with any public entity; and may not transact business with any public entity.

24. **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. DEVELOPER is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

25. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

26. **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.

27. **ANTITRUST VIOLATOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a DEVELOPER, supplier, sub-DEVELOPER, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
28. **HUMAN TRAFFICKING.** DEVELOPER shall provide CITY with an affidavit signed by an officer or representative of DEVELOPER attesting, under penalty of perjury, that DEVELOPER does not use coercion for labor or services as defined by section 787.06, Florida Statute.

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

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day
and year first above written.

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY**

Mayor Jackie Espinosa, Chair

ATTEST:

Tameara Crespo, CMC, FCRM, City Clerk

DEVELOPER

Florida Hidden Gem, LLC

Printed Name: Natalia Estevez

Title: AMBR

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY PIONEER PROJECT INCENTIVE PROGRAM POLICY

The Downtown Kissimmee Community Redevelopment Agency (CRA) Redevelopment Plan advises the use of developer incentives to attract private sector investment. The purpose of the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRAs that would otherwise not happen due to conditions outside of the developer's, the City's or the CRAs' ability to control or influence, such as, but not limited to exorbitant development impact fees by outside agencies or market conditions.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRAs and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A market rate or above residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attention to the CRA and/or fills an unmet need in the CRA. Qualified Targets Industry project are especially desirable.
- A mixed-use commercial and residential project achieving the standards above.

Program Funding

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Assistance may be made in full within the first year or disbursed over a period of several years. Staff will complete the evaluation process and determine project eligibility and level of support.

- Structures 1,000 SF to 5,000 SF: Award up to \$150,000
- Structures larger than 5,000 SF but less than 10,000 SF: Award up to \$500,000
- Structures larger than 10,000 SF: Award up to \$1.5M

PPIP assistance includes one or any combination thereof of the following: *

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Grant - Awarded on a reimbursement basis, following the completion of the project.
- Land contribution

*Additional forms of assistance may be provided on a case by case basis.

Projects with one or more of the following have a greater chance of being awarded:

- Maximum capital investment – Projects must demonstrate that the public investment committed to a project will leverage substantial private capital investment. A minimum investment ratio of 3:1, private to public investment, will be utilized for evaluation purposes. A greater leverage of private investment is desirable; however, meeting or exceeding the ratio threshold does not guarantee the request for assistance.
- Number of residential units- Development of 20 or more units in a standalone residential project or 10 or more units in a mixed-use project.
- Public-use facilities- park or parkette, tourism and visitation amenities, public meeting space, parking facilities, electric vehicle charging stations, streetscape improvements, public infrastructure improvements.
- Jobs created- The jobs must pay an average annual wage that is 115% of the Osceola County average wage. (2023: 115% = \$50,338).
- Connection with the CRA Redevelopment Plans- Fulfills one or more of the goals and objectives in the Plan or development of an opportunity site.

Eligibility Requirements

1. The applicant must clearly identify that there is a financial need for public investment in the project.
2. The project will be consistent with the CRA's Design and Technical Standards and the City of Kissimmee Form Based Code.
3. Public benefits outlined in the application, in addition to the new capital investment resulting from the project, will strengthen the evaluation of the application.
4. Properties must be current on their taxes, or be made current upon a change in ownership of the property. Tax exempt projects are not eligible to participate in this program.
5. If the applicant is not the owner of the property, the property owner must provide authorization for the applicant to apply.
6. The applicant will be required to provide information related to their financial feasibility of the project, in order to assess financial risks and assess the level of public support requested by the applicant.
7. Assistance is available once per property, per a five-year period.
8. Applicants that have received any CRA funding for the two preceding years are ineligible.

Submittal Requirements and Approval Process

1. Contact CRA Manager Samia Singleton at samia.singleton@kissimmee.gov or 407-518-2587 to determine eligibility.
2. Submit the completed PPIP application with all supporting documentation. Incomplete applications will not be accepted. **SUBMITTED APPLICATIONS ARE NOT AUTOMATICALLY APPROVED.**
3. Staff will evaluate the application a to determine whether or not the project is eligible for assistance.
4. If the project is eligible, staff will perform a Tax Increment Funding (TIF) analysis of the project to determine the level of assistance the CRA will provide.
5. Once the TIF analysis is complete, the application and proposed CRA contribution will be included on the next City Commission agenda for the DKCRA Boards' recommendation. Applicants are encouraged to be present and prepared to discuss the project.
6. After the board meeting, staff will notify the applicant of their approval or denial in writing. No work can commence prior to receiving written notification to proceed (letter or email).
7. If the CRA approves the application, an agreement between all parties will be required and shall include all of the public and private commitments and payment reimbursement schedule.
8. For the duration of the improvements, the applicant shall post a sign, to be provided by the CRA, which indicates the project has been approved as a CRA pioneer project site.

EXHIBIT B

Pioneer Project Incentive Program (PPIP)



Submitted on	30 April 2025, 2:39PM
Receipt number	12
Related form version	8

Applicant Information

Applicant Name	Florida Hidden Gem LLC
Contact Person (If Corporation)	Natalia Estevez
Street Address	22 Broadway
City	Kissimmee
State	Florida
Zip Code	34741
Phone	6892349285
Email	Floridahiddengem@gmail.com
Applicant Business Structure	Limited Liability
Which CRA are you applying for?	Downtown Kissimmee CRA

Project Details

Project Site Address	12 Broadway, Kissimmee FL 34741
Project sq ft	1236 Sq Ft
Parcel ID	222529217000180035
Base Real Property Value	28,300.00
Year of most recent tax assessed value	28,300.00
Does the applicant own the property?	Yes

List the owner(s) of the property/properties associated with this application

Upload ownership authorization

Does the applicant intend to acquire the property?

Real property construction value 247,000.00

Personal Property (Business)

List requested PPIP incentive amount 150,000.00

Does the applicant have all the private match funding in place to complete this project? Yes

Please explain why you answered "no"

List public benefits and quantify if known

Our project will bring significant public benefits to Downtown Kissimmee, including the creation of 10–15 new jobs, training opportunities for 30–50 students annually through Central Florida's first full-time tattoo academy, and monthly community events drawing 50–100 attendees each. By promoting body art as a respected art form, we will enhance the city's cultural fabric, attract new visitors, and stimulate economic growth for nearby businesses. We are proud to bring a first-of-its-kind concept to Downtown Kissimmee that not only generates economic benefits, but also cultivates community pride, artistic innovation, and long-term educational impact.

Upload Documents

W-9 [W-9.pdf](#)

Site plan, conceptual plan elevations, floor plans, estimates [1236 Sq ft.pdf](#)
[CRA 12 Broadway.pptx](#)
[Front Elevation - 0 Broadway, Kissimmee, FL 34741.pdf](#)
[vacant lot before and after concept.JPG](#)

Preliminary Project Schedule [6 month projected timeline for 12 broadway build.docx](#)

Upload Brief Project Description [Innovation Concept what we bring to the table .docx](#)
[Florida Hidden Gem LLC owners resume .docx](#)

Resume of the developer or development team [Steel Truss panel Company background resume .docx](#)

Business and financial feasibility information for the proposed project [pro forma 12 Broadway.xlsx](#)

Signature



[Link to signature](#)

EXHIBIT C

Florida Hidden Gem LLC

About Us

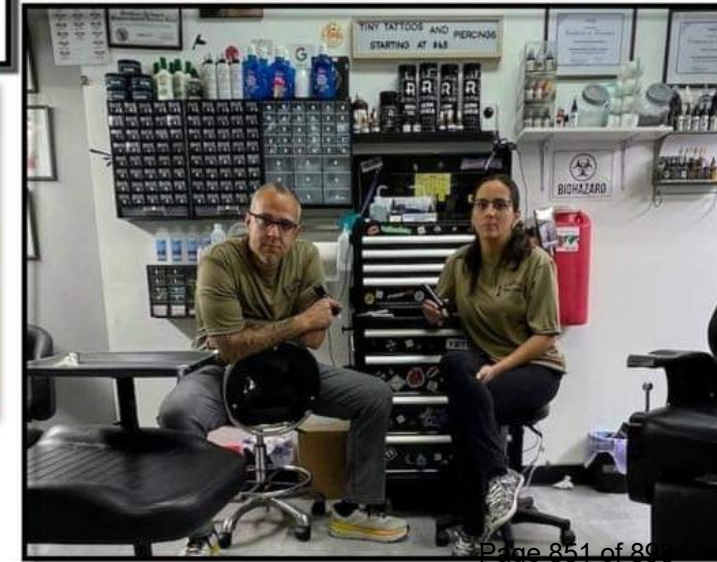
- 3 years doing business in Downtown Kissimmee
- Purchased commercial lot (12 Broadway)
- Looking to invest in more properties in Downtown Kissimmee
- Rated 5-star business
- Passion for growth
- We are family oriented
- We believe in innovative concepts, we love to work with our city to improve the overall city's visitor experience as well as respecting the city's residents.



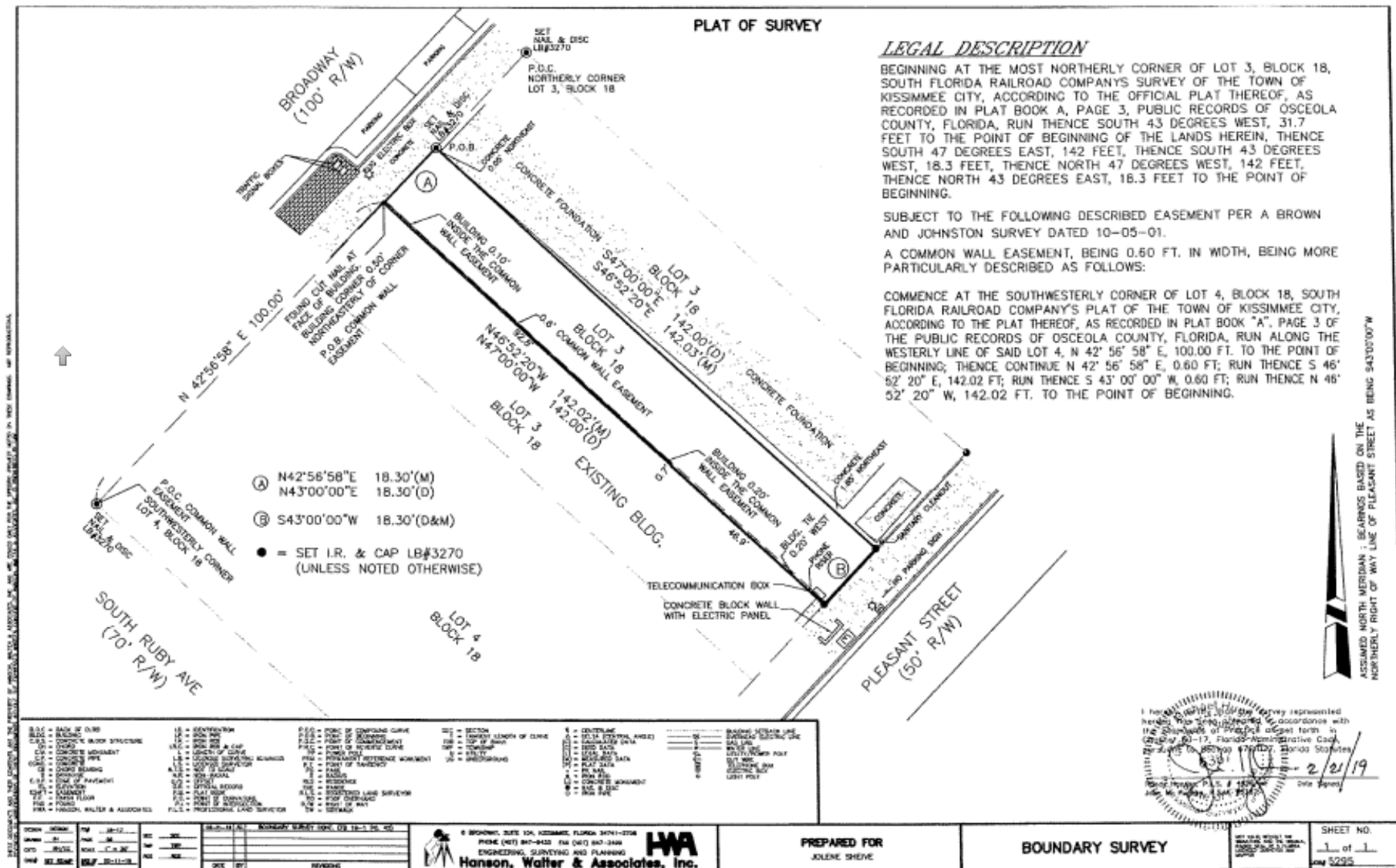
Ernesto Estevez-Huertas & Natalia Estevez are the passionate owners of Florida Hidden Gem Tattoos in Kissimmee. Their thriving tattoo & piercing studio has gained a reputation as the "Hidden Gem." With a strong commitment to customer safety, the owners have over 15 years of biosafety experience, ensuring a secure and enjoyable experience for every client. Their personable and passionate approach instantly puts customers at ease. Visit their studio or contact them to explore their artistic expertise and discover the hidden gem for yourself.

Located in downtown Kissimmee near the Toho Square parking garage, Florida Hidden Gem Tattoos is a welcoming studio. They specialize in tattoos and piercings, providing a clean environment & accepting walk-in clients. With a strong emphasis on safety and affordability, their experienced artists have more than 15 years of biosafety expertise. Discover the "Hidden Gem" today & satisfy your tattoo or piercing needs.

PHONE - 689-241-7595
EMAIL - FLORIDAHIDDENGEM@GMAIL.COM.COM
LOCATION - 22 BROADWAY AVE (STE 108) 34741



12 Broadway – Proposed Build
Survey- Parcel 22-25-29-2170-0018-0035



STEEL PANEL TRUSS

Transform your space with prefab steel frame
Fast, affordable and hassle-free

✓ **Customer:** Florida Hidden Gem LLC

✓ **Location:** 12 Broadway, Kissimmee FL 34741

✓ **Type of project:** Commercial

✓ **Project scope:** The proposal includes the construction of a commercial building in steel frame in Kissimmee, Florida, based on the specifications outlined in the pricing package sheet. It covers all stages, from design, county plans, plan submission and engineering to the construction and completion of the shell.



About us

At **Steel Panel Truss**, we specialize in the design, engineering, and production of high-quality steel frame structures for residential and commercial buildings. With over 15 years of experience in the industry, we are dedicated to delivering innovative and durable steel solutions that meet the unique needs of each project. Based in Kissimmee, Florida, our team uses advanced technology, including our state-of-the-art **Framecad machine**, to manufacture custom steel trusses, joists, and wall systems.

Whether you're looking for custom home designs, county plans, or full engineering services, we provide comprehensive support from concept to construction. Our steel structures are built to withstand the test of time, offering strength, flexibility, and superior resistance to environmental factors.

At Steel Panel Truss, we believe in building more than just structures—we build partnerships. We work closely with our clients to ensure every project is executed with precision and attention to detail. Whether you're a homeowner, contractor, or developer, we are here to bring your vision to life.



Meet The Team behind Your project



With over 15 years of experience building steel frame houses in Argentina and the USA, meet the team that will be by your side.

We are a passionate family dedicated to steel frame construction, focusing on every detail and building efficiently to bring your project to life.



Nestor Sucko
CEO and Founder



Victoria Sucko
Design and Engineering Team Leader



Gonzalo Souto
Sales Team Leader

Partner associations



STEEL PANEL TRUSS

What will you receive in the Steel Frame kit?

We will deliver the kit of assembled panels and trusses to your job site, ready for your team to install on the slab. In addition to that, you will receive a hardware kit to secure the panels to the slab and the trusses to the panels.

The type and quantity of hardware will be specified by us, based on the engineering and design requirements of your project.



STEEL PANEL TRUSS

Hardware Kit

When the structure is delivered, the complete hardware kit for installing the panels and trusses is included.

- Screw Hex. #10
- Screw for roof panel and sheathing
- Simpson HTT4
- Simpson Titen 5/8"
- Simpson FCB
- The final hardware depends on the engineering and the load-bearing walls.



STEEL
PANEL
TRUSS

Direct-Load Delivery

We optimize production with our Real-Time Loading for Immediate Delivery system. Depending on the project size, delivery is made in two or more trucks for safe and efficient transportation. Production and delivery follow the schedule agreed upon with the client, ensuring every stage aligns with the project timeline.

Our commitment is to provide reliable delivery to keep your project on track.



STEEL PANEL TRUSS Client's Goals



1

Project Overview

The client requested the construction of a 1,800 sq ft tattoo studio in Kissimmee, Florida, divided into two areas: a private personal studio at the front, and mini tattoo studios at the back, available for rent to independent artists.

2

Internal Layout Requirements

The internal design must include spaces for 5' x 10' tattoo chairs in each rental unit. The main tattoo area at the front should feature at least two 5' x 10' tattoo stations and an additional chair for piercings.

3

VIP Break Area Specifications

The VIP break area for clients must accommodate a sofa bed, coffee area, and a TV. The private bathroom will include a shower, with its layout adapted to fit a 5-foot-long shower for added comfort for VIP clients.

4

Pending Final Layout Decisions

The final layout must still determine the appropriate placement for the front desk and waiting area, ensuring enough space for comfortable lounge chairs for clients.

Pricing Package #1

Technical Documentation

- Custom Design: Floor Plans, Site Plan and elevations.
- Design of County Plans with Engineer's Signature and Seal.
- Preparation of Documentation Package for Submission to the County.
- Submission of County Plans to Osceola County
- Energy Calculation and Duct Layout
- Truss Package Signed by Engineer

Construction Stages included

Includes materials and labor.

- Slab.
- Shell (Steel Frame Structure, Hardware, Wall Sheating, OSB Roof, Dry-in Wall, Windows and Exterior Doors).
- Roof (Shingle and Dry-in).
- Exterior finishes.
- Interior services: HVAC, Plumbing and Electrical.

- Licenses (GC, electrical, plumbing, ac)

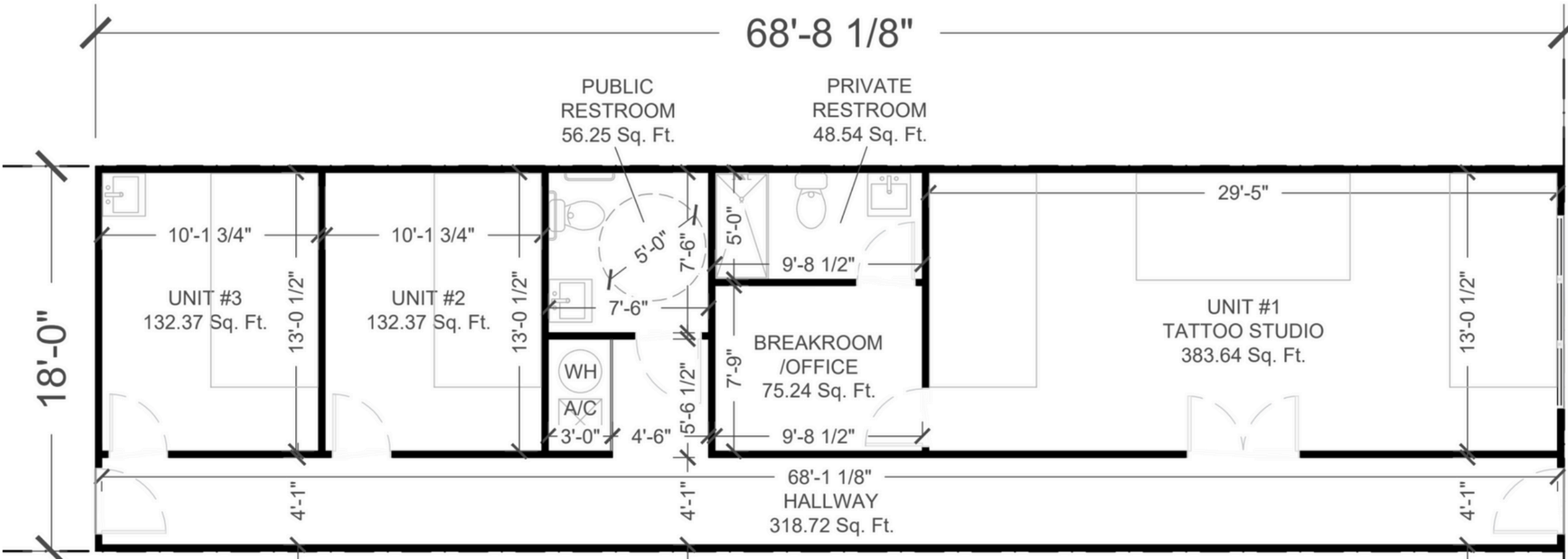
Not included

- Insulation.
- Drywall and Paint.
- Electrical and Plumbing Trim.
- Floors.
- Interior doors.
- Driveway and walkway.
- Landscaping.
- Connections to public utilities.
- Final Interior finishes (doorknobs, lights and others)
- Impact Fee County Plans .
- Fee services (water, sewar and electrical).



Design Proposal #1

The design proposal will need to be discussed with the Building and Zoning Department of Osceola County to verify compliance with current regulations before submitting the documentation package to the county. A basic concept is presented to determine the budget, and the design will be modified according to the client's requirements and the current Florida Building Code regulations.



AREA TABULATION:

TATTOO STUDIO.....	383.64 Sq. Ft.
BREAKROOM / OFFICE.....	75.24 Sq. Ft.
PRIVATE RESTROOM.....	48.54 Sq. Ft.
PUBLIC RESTROOM.....	56.25 Sq. Ft.
UNITS.....	264.74 Sq. Ft.
HALLWAY.....	318.72 Sq. Ft.
TOTAL.....	1236.15 Sq.Ft.



Pricing Package #1

Quote #1

- Total Quote from design to interior services : **\$207,000.-**
(This quote is for 1,236.15 sq ft, based on Design #1)

- **Payments:**

To Start Design and County Plans
To Start Engineering

- **Total First Payment: \$6,400.-**

Before Signing the County Plans
Preparation of Documentation and Plan Submission to the County
Energy Calculation and Duct Layout

- **Total Second Payment: \$4,400.-**

Notes:

- The payment for licenses and impact fees must be made upon plan approval and prior to the start of construction.
- The remaining balance (\$196,200) will be paid based on project progress. Payments must be made prior to executing work on-site.

Pricing Package #2

Technical Documentation

- Custom Design: Floor Plans, Site Plan and elevations.
- Design of County Plans with Engineer's Signature and Seal.
- Preparation of Documentation Package for Submission to the County.
- Submission of County Plans to Osceola County
- Energy Calculation and Duct Layout
- Truss Package Signed by Engineer

Construction Stages included

Includes materials and labor.

- Slab.
- Shell (Steel Frame Structure, Hardware, Wall Sheating, OSB Roof, Dry-in Wall, Windows and Exterior Doors).
- Roof (Shingle and Dry-in).
- Exterior finishes.
- Interior services: HVAC, Plumbing and Electrical.
- Insulation.
- Drywall and Paint.
- Electrical and Plumbing Trim.
- Floors.
- Interior doors.
- Final Interior finishes (doorknobs, lights and others)
- Licenses (GC, electrical, plumbing, ac)

Not included

- Driveway and walkway.
- Landscaping.
- Connections to public utilities.
- Impact Fee County Plans .
- Fee services (water, sewar and electrical).

Pricing Package #2

Quote #2

- Total Quote from design to interior services : **\$247,000.-**
(This quote is for 1,236.15 sq ft, based on Design #1)

- Payments:

To Start Design and County Plans
To Start Engineering

- **Total First Payment: \$6,400.-**

Before Signing the County Plans
Preparation of Documentation and Plan Submission to the County
Energy Calculation and Duct Layout

- **Total Second Payment: \$4,400.-**

Notes:

- The payment for licenses and impact fees must be made upon plan approval and prior to the start of construction.
- The remaining balance (\$236,200) will be paid based on project progress. Payments must be made prior to executing work on-site.



Gallery



STEEL
PANEL
TRUSS

Get in touch

 (689) 677-2977

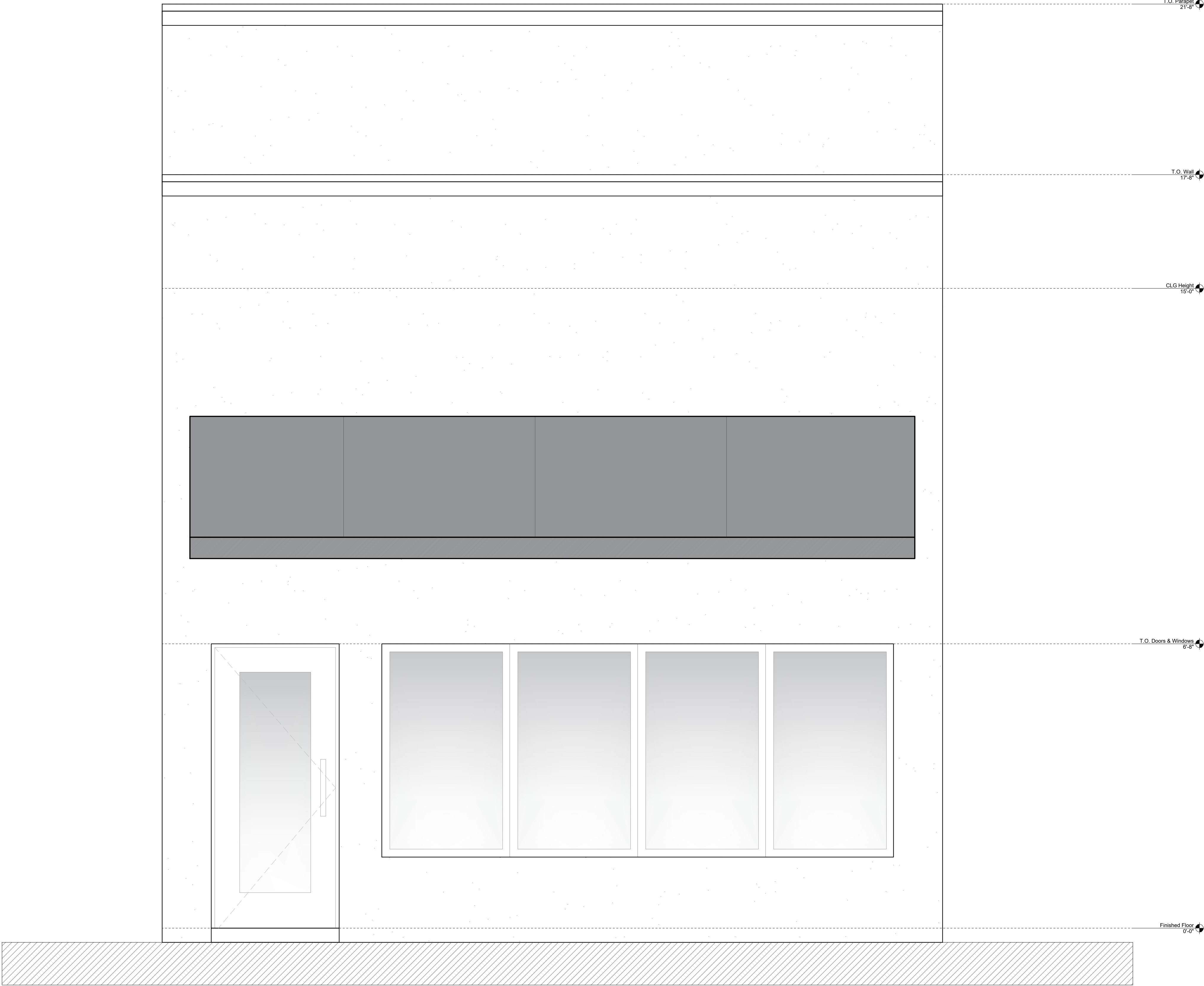
 steelpaneltruss.com

 info@steelpaneltruss.com

1

FRONT ELEVATION

3/4" = 1'-0"



Revision Schedule			
Rev	Date	By	Description

Engineer
Thompson Engineering Group
Michael Thompson, MSc, P.E.
President/Engineer
4401 Vineland Road - Suite A6
Orlando, FL 32811
Off 407-734-1450
Cell 407-721-2282
Fax 407-734-1790

PROJECT LOCATION:
0 Broadway,
Kissimmee, FL 34741
PARCEL ID: 222529217000180035

PROJECT NAME:
TATTOO STUDIO
Florida Hidden Gem LLC
NEW COMERCIAL CONSTRUCTION

FRONT
ELEVATION

SHEET NUMBER:

A3



ITEM 8.B

Downtown Kissimmee CRA Agreement with Southern Cross Consulting Group

Request

Authorize the City Manager to execute an agreement between DKCRA, Southern Cross Consulting Group LLC and Anastasia Island Group LLC.

Explanation

The DKCRA seeks the services of Southern Cross Consulting Group LLC and Anastasia Island Group LLC to expand the current holiday lighting initiative within Downtown Kissimmee. These consultants are the sole source for this service, with experience with similar events in St. Augustine and St. Augustine Beach; therefore, competitive bidding is not required. The consultants will help to engage businesses to grow the event, provide guidance on strategic partnerships, and seek Tourist Development Tax (TDT) funding. Expanding the holiday lighting program aims to generate a larger positive economic impact for downtown businesses and helps to foster a strong sense of place for both residents and visitors in Downtown Kissimmee.

This initiative is supported by the Downtown Kissimmee CRA Plan and is directly related to the goals below:

- Goal 10- The DKCRA shall enhance the Agency's community presence and community awareness of the area and develop the area as a regional destination.
- Goal 13- The DKCRA shall develop and cultivate a unique brand for Downtown Kissimmee.
- Goal 23- The DKCRA shall evaluate and identify opportunities to improve or provide additional amenities within public spaces within the Community Redevelopment Area.
- Goal 25- The DKCRA shall implement activities to establish a distinctive character and identity within the Downtown Redevelopment Area.

As legal staff is working with the consultants on the final version of the agreement, CRA staff requests that the DKCRA Board authorize the City Manager to execute the final version of the agreement to ensure sufficient time for work to begin in advance of the upcoming holiday season. The initial costs of the agreement are paid on an as-needed basis, with an initial \$7,000 retainer. Staff anticipates the total cost of the agreement to be well below the City Manager's spending authority, not to exceed \$75,000.

Recommendation

CRA Board authorize the City manager to approve an agreement between DKCRA, Southern Cross Consulting Group LLC and Anastasia Island Group LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: David Rodriguez

Attachment(s):

None

City of Kissimmee

ITEM 8.C

Travel Funding Requests

Request

Several commissioners have pending travel plans that require Commission consideration for approval of miscellaneous travel under the Commission Travel Policy.

Explanation

Staff has received the following requests for miscellaneous travel from City Commissioners:

1. Osceola Chamber of Commerce Board of Directors Retreat - Commissioner Janette Martinez has been invited by the Osceola Chamber to participate in the Board of Directors Retreat in Washington, D.C. from October 16–19, 2025. She serves as the City Commission's representative on the Chamber's Board of Trustees. The registration cost is \$1,995 which includes hotel accommodations, round-trip air transportation, airport transfers, meeting materials, welcome reception, group dinners and lunches, board meetings and special tours. In addition, per the City travel policy, she would be eligible for per diem expenses not covered by the Chamber registration. It should be noted that Commission gave tentative approval to register Commissioner Janette Martinez for this event at the July 22, 2025 Budget workshop.

2. Biz Growth Summit 2025 - Mayor Jackie Espinosa has been formally invited to participate as a panelist at the Biz Growth Summit 2025, hosted by the Centro Unido de Detallistas (CUD), from August 15-17, 2025, where she will speak on the topic "Doing Business in Kissimmee". The summit is one of Puerto Rico's leading events for small and mid-size businesses, offering network, educational panels, and opportunities for international economic collaboration. The Mayor's participation presents a valuable opportunity to showcase Kissimmee as a thriving business destination and promote economic development on a broader scale. The total cost for summit registration and hotel accommodations is \$1,299. Additional expenses will include airfare, car rental, and meals, which will be calculated and submitted per the City travel policy.

As the Mayor will be unavailable during the Florida League of Cities Annual Conference, the City Commission is requested to nominate and approve an alternate Commissioner to serve as the voting delegate on behalf of the City.

3. Meeting with Prospective Targeted Industry - Commissioner Noel Ortiz is requesting approval to travel to Puerto Rico from August 15-16, 2025 for an in-person meeting with a targeted industry prospect, considering the city of Kissimmee for the expansion of their operations in Central Florida. Expenses will include airfare, ground transportation, and meals, which will be calculated and submitted per the City travel policy.

Recommendation

Staff requests Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

City of Kissimmee

Presenter: Mike Steigerwald

Attachment(s):

1. Board of Directors Retreat 2025
2. Misiva CUD - Hon. Alcaldesa Kissimmee, FL.
3. CUD - Biz Growth Booklet y Torneo de Golf 06-12-25

From: Cindy Lewis <cdlewis@theosceolachamber.com>

Sent: Wednesday, July 16, 2025 1:32 PM

To: boardofdirectorsretreat@theosceolachamber.com

Cc: Cindy Lewis <cdlewis@theosceolachamber.com>

Subject: You are invited to the Board of Directors Retreat in Washington DC - October 16-19, 2025

Importance: High

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

Dear Chamber Board,

You're Invited!

Rebekah Hurd, your 2026 Board Chair, invites you to the

Board of Directors Retreat

 *Washington, DC*

 *October 16–19, 2025*

Join fellow board members in the heart of our nation's capital for a retreat filled with collaboration, connection, align goals and so much more.

Please RSVP by July 31, 2025

We look forward to your participation!



SPECIAL
EDITION

Washington, DC

SPECIAL
EDITION

OCTOBER 16 - 19 ☼ YOU ARE INVITED ☼ VOL. 2026

RED, WHITE & YOU

Join us in the heart of the nation's capital for a powerful and memorable Board of Directors Retreat. Just steps from the White House, the National Mall, the Smithsonian, and Freedom Plaza, this one-of-a-kind experience will feature an engaging agenda designed to inspire, connect, and energize our leadership team. We'll blend productivity with connection, offering plenty of opportunities to strengthen relationships, align goals, and celebrate the important work we do together

This can't-miss retreat includes:

- Roundtrip nonstop flights via JetBlue
- Welcome Reception, group dinners, and lunches
- Three nights hotel accommodations at the JW Marriott
- Board meetings, special tours, and more
- All ground transportation and transfers
- All meeting materials and retreat resources

\$1995 Board Member | \$900 Additional Guest

CDLEWIS@THEOSCEOLACHAMBER.COM • (407) 709-3338

THE OSCEOLA CHAMBER

Board Retreat

EXTRA!! EXTRA!!

JOIN US FOR THE _____
THE OSCEOLA CHAMBER BOARD RETREAT
Washington, DC

Please provide your first, middle, last names and birthdate that matches your government issued ID for airline booking. We encourage you to get your TSA Precheck if you do not already have it, so that we can get through security in a timely manner with a larger crowd.

FIRST/MIDDLE/LAST NAME: _____

CELLPHONE #: _____

BIRTHDATE: ____ / ____ / ____

PAYMENT METHOD: _____

CREDIT CARD #: _____

EXP. DATE: _____

CARD VERIFICATION #: _____

TSA / GLOBAL ENTRY #: _____



THE
OSCEOLA
CHAMBER
Business Works Better Together

Cindy Lewis, FCCP, IOM

Executive Vice President

The Osceola Chamber

1425 E. Vine Street, Kissimmee, FL 34744

O: (407) 847-4535 C: (407) 709-3338

E: cdlewis@theosceolachamber.com

Visit us online at: www.theosceolachamber.com





DR. RAMÓN BARQUÍN III
PRESIDENTE

21 de junio de 2025

Honorable Jackie Espinosa
Alcaldesa
Kissimmee, FL.

Estimada señora Espinosa:

Reciba un saludo cordial de parte del **Centro Unido de Detallistas (CUD)**, organización que me honro en presidir. Nuestra institución, es una de las más longeva en la isla y cuenta con más de 5,000 socios, que a su vez representan a 15,000 negocios en Puerto Rico.

El CUD tiene como misión fomentar y promover el desarrollo económico, así como el fortalecimiento de la clase empresarial, especialmente de las pequeñas y medianas empresas (Pymes), tanto en Puerto Rico como en mercados internacionales. Nos enfocamos en crear oportunidades concretas para nuestros empresarios mediante el establecimiento de lazos comerciales que faciliten la importación y exportación de productos y servicios.

En ese compromiso, celebramos anualmente nuestra Convención más grande e influyente dirigido a las Pymes en Puerto Rico: el **“Biz Growth Summit 2025”**. Este año, se llevará a cabo del **15 al 17 de agosto de 2025**, en las instalaciones del Hotel **Ponce Hilton Golf & Resort**, en la ciudad de Ponce.

El **Biz Growth Summit 2025** está diseñado para llevar los negocios participantes a un nuevo nivel mediante conferencias, talleres, paneles de discusión y oportunidades de networking con empresarios de Puerto Rico y de países invitados. Es un espacio donde se generan alianzas estratégicas e intercambios comerciales en tiempo real.

En este contexto, será un verdadero placer contar con su participación como panelista, con el tema: **“Haciendo Negocio en Kissimmee”**, a celebrarse el **sábado, 16 de agosto, de 12:45 p.m. a 1:15 p.m.**

Espero tener el privilegio de saludarle personalmente. Le deseo éxito en sus gestiones.

Quedo atento a su confirmación.

Cordialmente,

Dr. Ramón Barquín II



BIZ GROWTH SUMMIT

CONVENCIÓN ANUAL Y ASAMBLEA DE SOCIOS

¡Únete al evento empresarial
más esperado del año!

**AGO
15-17
2025**



Ponce Hilton
GOLF & CASINO RESORT



ENTREVISTAS EN VIVO



CONFERENCIAS EMPRESARIALES



EXHIBIDORES



NETWORKING



FOROS GUBERNAMENTALES



TORNEOS DE GOLF



DÍA 2 | 31 AGO



EVENTOS SOCIALES



Programa de Actividades

Preliminar sujeto a cambios.

JUEVES,
14.AGO.25

10^{mo} Torneo de Golf por una Buena Causa

- 7:30 AM Inscripción y Desayuno
- 8:00 AM Shot Gun
- 2:00PM Almuerzo, Premiación y Rifa

VIERNES,
15.AGO.25

- 10:00AM Exhibidores y Conferencias de auspiciadores y socios de negocio
El ADN del Éxito Empresarial: Experiencia al cliente como Pilar Estratégico
Bienvenida y Corte de Cinta
Saludo Protocolar
- 3:00PM Registro de Convencionistas
- 4:00PM Networking y Música Área de Exhibidores
- 7:00PM Noche de Carnaval Ponceño
Vestimenta: Casual

SÁBADO,
16.AGO.25

- 7:00AM - 10:00AM Desayuno de Huéspedes
- 8:00AM Registro Convencionistas
- 9:00AM Exhibidores y Conferencias de auspiciadores y socios de negocio
- 9:00AM Masterclass: Venta Estratégica o Sucesión sin Crisis: Prepara tu futuro hoy
Ruedas de Negocio
Conversatorio Empresarial
Un Cafe con...
- 4:00PM Networking y Música Área de Exhibidores
- 7:00PM ¡Viva la Noche Panameña!
Vestimenta: Caballeros Guayaberas y Damas Traje Casual Elegante
- 12:00AM Asopa'o de Medianoche

DOMINGO,
17.AGO.25

- 7:00AM - 10:00AM Desayuno de Huéspedes
- 9:30AM Registro de Asamblea Ordinaria de Socios
- 10:00AM Exhibidores y Conferencias
- 10:00AM Asamblea Ordinaria de Socios
- 12:00PM Almuerzo socios
- 2:00PM Fin de Fiesta, Música y Sorteos

Estadía

Invierte en tu camino al desarrollo y asegúrate de no limitarte al momento de realizar conexiones asertivas con empresarios, innovadores y tomadores de decisiones del mundo de los negocios. Reserva tu estadía en **Ponce Hilton Golf & Casino** con esta oferta exclusiva.

TARIFA:

\$1,299

INCLUYE:

- Entrada a todas las actividades del Biz Growth Summit (charlas, seminarios, espectáculos y bailes) para dos personas.
- Habitación en el **Hilton Ponce Golf & Casino Resort** por tres días y dos noches.
- Desayuno a la carta incluido para **dos** (2) personas, y hasta dos ocupantes más (menores de 5 años), desayuno continental incluido.
- Comida y bebida para **dos** (2) personas en las actividades del CUD, durante su estadía en el hotel.
- Cóctel en el registro viernes de 3:00 a 5:00 pm
- Programa de acompañantes, sorteos y obsequios

RESERVACIÓN:

Para adquirir su oferta exclusiva, debe cumplimentar un contrato de habitaciones. Puede cumplimentar el que esta a continuación y enviarlo a: **info@cudpuertorico.com**



Ponce Hilton
GOLF & CASINO RESORT

Estadía

☐ **Tres días y dos noches por \$1,299**

INCLUYE:

- Entrada a todas las actividades del Biz Growth Summit (charlas, seminarios, espectáculos y bailes).
- Habitación en el **Hilton Ponce Golf & Casino Resort** (permite un acomodo en la habitación hasta un máximo de cuatro (4) personas: dos adultos y dos niños **menores de 17 años de edad** o tres adultos y un niño, o cuatro adultos. El tercer y cuarto adulto pagarán \$44.40 adicionales por noche de estadía, cada uno sin comidas. (No incluye comidas para los niños.)
- Desayuno a la carta incluido para **dos (2)** personas, y hasta dos ocupantes más (menores de 5 años), desayuno continental incluido.
- Comida y bebida para **dos (2)** personas en las actividades del CUD, durante su estadía en el hotel.
- Cóctel en el registro viernes de 3:00 a 5:00 pm
- Programa de acompañantes, sorteos y obsequios
- Propinas (en las actividades del CUD), uso de instalaciones, impuestos de hotel, mucama y maletero.
- Niños hasta tres (3) años gratis, pero si ocupa silla, debe pagar el 100% del boleto.

CLASIFICACIÓN	NOMBRE Y APELLIDOS	EDAD	TOTAL
Convencionista:	_____	Adulto	_____
Acompañante:	_____	Adulto/Niño	_____
Persona Adicional:	_____	Adulto/Niño	_____
Persona Adicional:	_____	Adulto/Niño	_____
SUB TOTAL			\$ _____

Boletos Sueltos

Todo boleto suelto es adicional a los que ya están incluidos en la estadía regular.

ACTIVIDAD	DÍA	CANTIDAD	ADULTO	CANTIDAD	NIÑO	
_____	_____	_____	x \$ _____	_____	x \$ _____	_____
_____	_____	_____	x \$ _____	_____	x \$ _____	_____
_____	_____	_____	x \$ _____	_____	x \$ _____	_____
_____	_____	_____	x \$ _____	_____	x \$ _____	_____
_____	_____	_____	x \$ _____	_____	x \$ _____	_____
						SUB TOTAL \$ _____
NOCHE EXTRA A LA ESTADÍA (CON IMPUESTOS)						\$ 350 \$ _____
						GRAN TOTAL \$ _____

Día de entrada: _____
 Comentarios: _____

1. Todo pago se enviará a nombre de Centro Unido de Detallistas al: PO Box 190127, San Juan, PR 00919-0127.
2. Solamente se aceptarán cancelaciones por escrito antes del **15 de julio de 2025**. Habitaciones canceladas luego de esta fecha tendrán un cargo de 100% del precio de venta.
3. Personas con reservación que no se presenten pagarán el total de la tarifa.
4. Habitaciones deberán pagarse en su totalidad en o antes del **1 de julio de 2025**.
5. Para más información, dudas, preguntas o reservaciones, favor de escribir a info@cupuertorico.com.

Información del Cliente:

Nombre Completo		Número de Socio
Compañía		Persona Contacto
Dirección Postal		
Pueblo	Estado	Zip Code
Teléfono	Celular	Email

Método de pago:

Efectivo	Cheque/Giro postal		
	☐ VISA	☐ MASTERCARD	☐ AMEX
Número de Tarjeta			
Código de Seguridad	Fecha de Expiración	Cantidad Autorizada A Debitar	Firma Autorizada

CLIENTE

VENDEDOR

NOMBRE COMPLETO (LETRA DE MOLDE)

NOMBRE COMPLETO (LETRA DE MOLDE)

FIRMA

FIRMA

Oportunidades de Auspicio

¡Impulsa tu marca y conecta con los líderes que mueven a Puerto Rico!

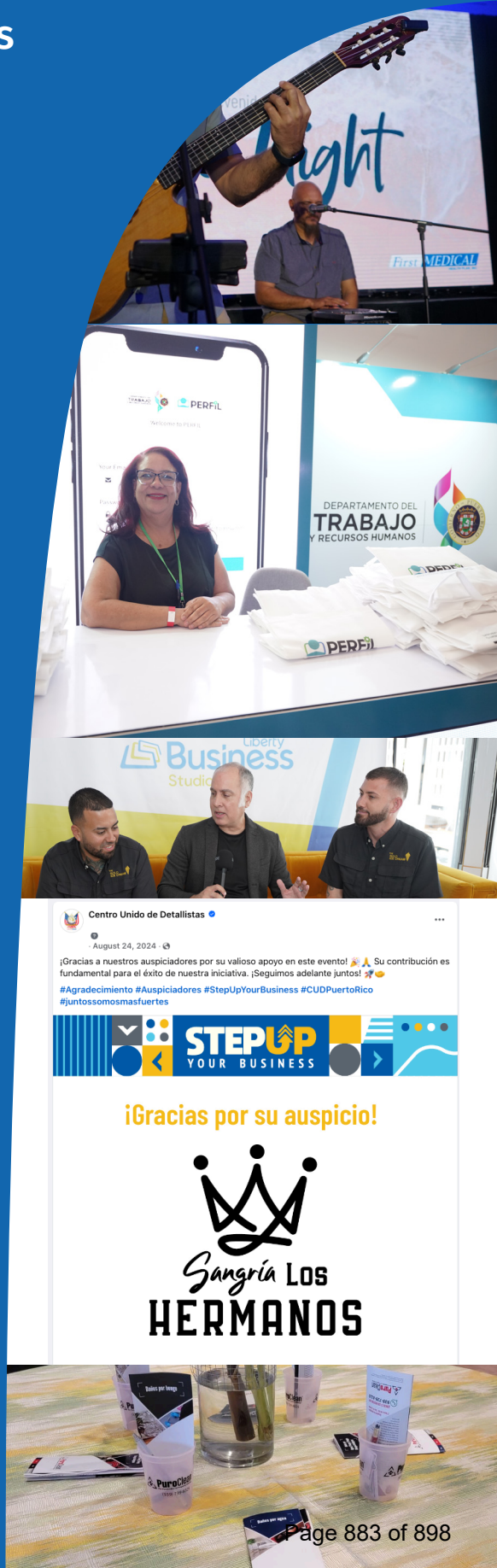
El **Biz Growth Summit 2025** será el punto de encuentro de líderes, empresarios y visionarios que impulsan el crecimiento económico de Puerto Rico. Tu presencia como auspiciador no solo fortalecerá tu marca, sino que te brindará la oportunidad de establecer conexiones valiosas, generar nuevas oportunidades de negocio y ser parte activa de la transformación empresarial del país.

Beneficios para tu marca:

- Alta visibilidad y reconocimiento ante una audiencia influyente.
- Conexiones estratégicas con más de 50 expositores y acceso al marketplace.
- Participación en foros educativos y actividades exclusivas de networking.
- Posicionamiento como líder comprometido con la innovación y el desarrollo económico de Puerto Rico.

Del **15 al 17 de agosto de 2025** en el **Ponce Hilton Golf & Casino Resort**, conviértete en parte de esta experiencia que celebra el progreso.

Solicita tu espacio hoy y asegura tu lugar entre los protagonistas del crecimiento empresarial.



Otras Oportunidades

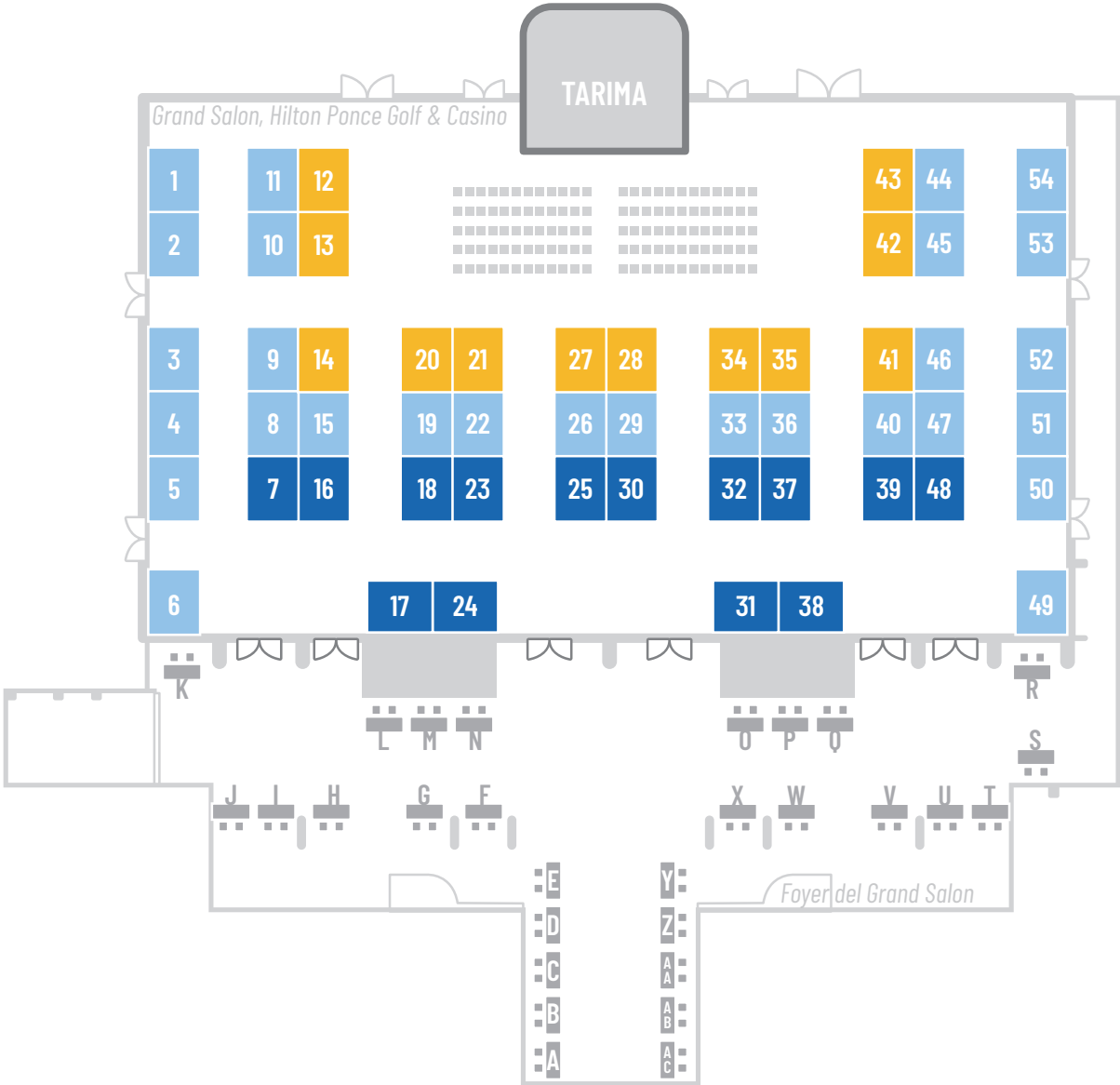
Ofrecemos una variedad de oportunidades de inversión para ajustarse a tu presupuesto. ¿Tienes una idea de exposición que no está en la lista? ¡Contáctanos! Siempre estamos abiertos a ideas asertivas para impulsar a los nuestros.

	EXPOSICIÓN	INVERSIÓN
	Logo Corporativo en Carnet	\$2,500
	Proyección de Logo en Pantalla de Tarima Principal	\$500
	Proyección de video en Pantalla de Tarima Principal	\$1,000
	Auspicio de Goodie Bag para participantes (Auspiciador provee el bulto)	\$2,500
	Artículos Promocionales para Goodie Bag	\$1,500
	Zafacones con Rotulación	\$2,000
	Photobooth (por evento)	\$1,500
	Caricaturista (por evento)	\$1,500
	Batucada/Plenarios de Bienvenida o actividades nocturnas	\$1,500
	Banderines Exterior (4)	\$2,000
	Meriendas AM o PM	\$2,500
	Hanger Do Not Disturb de Habitaciones	\$1,000
EXCLUSIVOS	Llave de las Habitaciones	\$2,000
	Auspiciador Actividad Viernes • Logo en pantalla • Mención por Maestro de Ceremonia • Stand Banner en área de registro del evento • Colocar artículos promocionales en las mesas	\$2,000
	Auspiciador Actividad Sábado • Logo en pantalla • Mención por Maestro de Ceremonia • Stand Banner en área de registro del evento • Colocar artículos promocionales en las mesas	\$2,000

Para detalles de fechas límite y espacios disponible puede escribirnos por info@cupuertorico.com o llamarnos al 787.641.8405

Exhibidores

Empresas podrán presentar las últimas tendencias comerciales en el Mundo, al exhibir sus productos y servicios a miles de comerciantes visitantes.



VIP

\$1,300 | \$1,500
socios general

- Espacio 10'x8' en los alrededores de la Tarima Principal
- Conexión eléctrica de 120 voltios/5 amperes
- Logo en pantalla de Exhibidores
- Mesa con mantel y dos (2) sillas

PREFERENCIAL

\$1,000 | \$1,200
socios general

- Espacio 10'x8' en entrada principal del salón de exhibiciones
- Conexión eléctrica de 120 voltios/5 amperes
- Logo en pantalla de Exhibidores
- Mesa con mantel y dos (2) sillas

GENERAL

\$900 | \$1,000
socios general

- Espacio 10'x8' en salón de exhibiciones
- Conexión eléctrica de 120 voltios/5 amperes
- Logo en pantalla de Exhibidores
- Mesa con mantel y dos (2) sillas

MARKETPLACE

\$400 | \$500
socios general

- Mención por Maestro de Ceremonia en Tarima Principal
- Mesa con mantel y dos (2) sillas
- No incluye conexión eléctrica

Aceptación del Contrato

Las partes aceptan este contrato en la forma redactada por reflejar fielmente lo convenido y, para que así conste, firman el mismo en Puerto Rico, hoy __ de _____ de 2025. Los sorteos, premios y obsequios que regale u ofrezca el exhibidor son de su única y total responsabilidad, y exonera al CUD de reclamaciones sobre los mismos.

FAVOR DE COMPLETAR LA SIGUIENTE INFORMACIÓN EN LETRA DE MOLDE

\$ _____	\$ _____	_____
Espacio Arrendado	Costo	Cantidad de Espacios
\$ _____	\$ _____	_____
Total		Número de Socio

Propósito de Exhibición _____

Información del Cliente

Nombre Completo _____		Título _____
Compañía _____		Persona Contacto _____
Dirección Postal: _____		
Pueblo _____	Estado _____	Zip Code _____
Teléfono _____	Celular _____	Email _____

Método de Pago

Efectivo _____	Cheque/Giro postal _____		
Número de tarjeta _____	☐ VISA	☐ MASTERCARD	☐ AMEX
Código de Seguridad _____	Fecha de Expiración _____	Cantidad Autorizada A Debitar _____	Firma Autorizada _____

CLIENTE

VENDEDOR

NOMBRE COMPLETO (LETRA DE MOLDE)

NOMBRE COMPLETO (LETRA DE MOLDE)

FIRMA

FIRMA

Cláusulas y condiciones

PRIMERO: Que el Centro Unido de Detallistas de Puerto Rico (CENTRO UNIDO) organizará y promoverá una exhibición de productos, bienes y servicios el 15, 16 y 17 de agosto de 2025, en las instalaciones del Ponce Hilton golf & Casino Resort, Ponce, Puerto Rico, para la celebración de Biz Growth Summit.

SEGUNDO: Que el CENTRO UNIDO conviene ceder y el EXHIBIDOR conviene arrendar el(los) espacio(s) basado en la práctica de que el primero en firmar el contrato se sirve primero, según aparece en el plano de exhibición.

- 1^{RA} Los exhibidores tendrán un espacio de 10"x8' a los precios señalados en la propuesta de auspicios por todo el período de la exhibición. EL EXHIBIDOR podrá arrendar, además, carpas o espacios en ellas de distintos tamaños, según aparecen en el plano de exhibiciones.
- 2^{DA} La exhibición se inaugurará oficialmente el viernes, 15 de agosto de 2025, a las 9:00 am.
- 3^{RA} El EXHIBIDOR podrá comenzar a montar su exhibición desde las 8:00 am del jueves, 14 de agosto de 2025, y se compromete a tenerla montada y lista para el viernes, 15 de agosto de 2025, en o antes de las 8:00 am.
- 4^{TA} La exhibición finaliza el domingo, 17 de agosto de 2025, a las 5:00 de la tarde. Los exhibidores desmontarán sus exhibiciones a partir de las 6:00 pm.
- 5^{TA} El CENTRO UNIDO proveerá a cada EXHIBIDOR el espacio físico objeto del presente contrato, que consta del espacio seleccionado y, a menos que los beneficios del exhibidor indiquen lo contrario, un receptáculo eléctrico con dos (2) toma-corrientes de 120 voltios y 5 amperes. El servicio de instalación y desmontaje de los mismos estará incluido en la cantidad contratada. No se proveerá servicio eléctrico en las carpas como parte de este contrato. Todo servicio adicional será contratado por el exhibidor.
- 6^{TA} La exhibición y rótulos deberán mantenerse dentro de los límites del espacio arrendado y bajo ningún concepto se puede fijar ninguna clase de rótulo en la estructura física, jardines o instalaciones del hotel.
- 7^{MA} El EXHIBIDOR se compromete a entregar el espacio arrendado en las mismas condiciones en que lo recibió, así como observar fielmente y en todo momento las instrucciones, reglas y normas del Ponce Hilton Golf & Casino Resort, aplicables a exhibiciones, además del Reglamento de Exhibidor del CENTRO UNIDO.
- 8^{VA} Los gastos de exhibición, incluyendo los gastos de montaje y desmontaje de su exhibidor particular y privativo habrán de sufragarse en su totalidad por el EXHIBIDOR, excepto por lo dispuesto en la cláusula quinta.
- 9^{NA} El CENTRO UNIDO proveerá servicios de vigilancia comenzando desde las 7:00 pm del jueves, 14 de agosto de 2025, hasta las 8:00 pm del domingo, 17 de agosto de 2025. Sin embargo, el CENTRO UNIDO no será responsable por hurto, robo o daño que se ocasione a la propiedad del EXHIBIDOR.
- 10^{MA} El EXHIBIDOR releva a CENTRO UNIDO de todo tipo de responsabilidad por daños y perjuicios que pudieran sufrir terceras personas, el propio EXHIBIDOR o sus agentes, empleados o invitados; o por cualquier posible daño que causara su propiedad o empleados a terceros durante la exhibición (Seguro de Responsabilidad Pública endosando CUD).
- 11^{MA} Cualquier cargo del hotel por descorche de bebidas y preparación de comidas en cualquier pabellón o carpa, será por cuenta del exhibidor y deberá pagarse directamente al Ponce Hilton Golf & Casino.
- 12^{MA} Los EXHIBIDORES que planifiquen obsequiar o distribuir comestibles entre sus invitados, vendrán obligados a comunicarse con el CENTRO UNIDO.
- 13^{MA} Los EXHIBIDORES solo podrán ocupar los espacios arrendados. La distribución de material promocional o uso de modelos, payasos u otros, solo se permitirá en el área del EXHIBIDOR y no se exhibirán anuncios de compañías ajenas y en conflicto con otras que estén exhibiendo.
- 14^{TA} Los EXHIBIDORES deberán contratar directamente, y sin responsabilidad para el CENTRO UNIDO, los servicios de alumbrado especial, instalaciones eléctricas adicionales, mesas, alfombras, sillas y anaqueles necesarios.
- 15^{TA} De surgir cualquier controversia entre EXHIBIDORES o entre el CENTRO UNIDO y el EXHIBIDOR, la misma será referida a un Comité de Arbitraje designado por el Presidente del CENTRO UNIDO y su decisión será final y obligatoria para las partes.
- 16^{TA} **EL USO DE TELEVISORES, EQUIPOS DE SONIDO Y VÍDEOS DEBERÁ MANTENERSE A VOLUMEN MODERADO PARA NO PERTURBAR A EXHIBIDORES VECINOS. DE NO ACATAR ESTA NORMA, SE DESCONECTARÁN DEL SISTEMA ELÉCTRICO SIN QUE MEDIE DEVOLUCIÓN DE DINERO. No se permitirán presentaciones artísticas asistidas por amplificación o ruidos excesivos y estrepitosos en los pabellones ni en las carpas.** El CENTRO UNIDO proveerá toda la música y se reserva el derecho de ceder la misma a cualquier auspiciador interesado por el tiempo contratado en el lugar que determine el CENTRO UNIDO.
- 17^{MA} Se requiere el pago total del auspicio a la firma de este contrato. Cancelaciones 30 días antes del evento serán reembolsadas un 50% del monto final.
- 18^{VA} Queda terminantemente prohibido el expendio de bebidas alcohólicas a menores de edad, según la Ley 265 de 4 de septiembre de 1998.
- 19^{NA} Se prohíbe el uso del logo y el nombre del CENTRO UNIDO para campañas de ventas y/u ofertas a nombre de la Institución o en conjunto con la Institución sin que medie la autorización de la Asociación por escrito.



1^{MO}

Torneo de Golf por una Buena Causa

14.AGO.25 | 7:30AM

Hilton Ponce Golf & Casino Resort

1150 Av. Caribe, Ponce, Puerto Rico 00716

Para más información y auspicios:

info@cupuertorico.com



CATEGORÍAS AUSPICIO



Hilton Ponce Golf
& Casino Resort
Ponce



14.AGO.25
7:30 AM



Two Person
Scramble

\$10,000

PRESENTADOR OFICIAL DEL TORNEO

• Exclusividad de categoría

- Ocho jugadores
- Logo en polo oficial
- Derecho a logo o anuncio (video) de 30 segundos en las pantallas durante el evento (almuerzo de premiación)*
- Derecho a rotular el salón de premiación
- Derecho a instalar inflable en los predios del campo de golf**
- Auspiciador de un hoyo
- Nombre de la empresa en los tabloneros de anuncios (banner vertical)
- Derecho a instalar cruza calle en actividad
- Presencia en sección del torneo en la revista Tu Negocio PR
- Boleto de almuerzo para ocho jugadores
- Boleto de sorteo para cada jugador
- Reconocimiento como Presentador Oficial
- Derecho a repartir material promocional en la actividad
- Una camisa por jugador
- Logo en publicidad impresa y digital
- Derecho a colocar artículos en los goodies de los jugadores
- Derecho a un (1) eblast a nuestra matricula***
- Derecho a una (1) publicación en nuestras redes sociales***

\$8,000 PLATINO

- Ocho jugadores
- Logo en gorra o bulto
- Derecho a rotular el salón de premiación (2 stand banners)
- Derecho a instalar inflable en los predios del campo de golf**
- Auspiciador de un hoyo
- Nombre de la empresa en los tabloneros de anuncios (banner vertical)
- Derecho a instalar cruza calle en actividad
- Presencia en sección del torneo en la revista Tu Negocio PR
- Boleto de almuerzo para ocho jugadores
- Boleto de sorteo para cada jugador
- Reconocimiento como Auspiciador Platino
- Derecho a repartir material promocional en la actividad
- Una camisa por jugador
- Logo en publicidad impresa y digital
- Derecho a colocar artículos en los goodies de los jugadores
- Derecho a una (1) publicación en nuestras redes sociales***

*Sujeto a disponibilidad de proyección. **Sujeto a aprobación de la gerencia del campo. ***Fechas de envío sujetas a disponibilidad de calendario.



1^{MO}

Torneo de Golf

por una Buena Causa

CATEGORÍAS AUSPICIO

 Hilton Ponce Golf & Casino Resort
Ponce

 14.AGO.25
7:30 AM

 Two Person
Scramble

\$5,000
ORO

- Seis jugadores
- Presentador del desayuno
- Auspiciador de un hoyo
- Nombre de la empresa en los tabloncillos de anuncios (banner vertical)
- Derecho a instalar cruzacalle en actividad
- Presencia en sección del torneo en la revista Tu Negocio PR
- Boleto de almuerzo para seis jugadores
- Boleto de sorteo para cada jugador
- Reconocimiento como Auspiciador de Oro
- Logo en publicidad impresa y digital
- Una camisa por jugador

\$3,000
PLATA

- Cuatro jugadores
- Auspiciador de un hoyo
- Nombre de la empresa en los tabloncillos de anuncios (banner vertical)
- Derecho a instalar cruzacalle en actividad
- Presencia en sección del torneo en la revista Tu Negocio PR
- Boleto de almuerzo para cuatro jugadores
- Boleto de sorteo para cada jugador
- Una camisa por jugador

\$2,000
Bronce

- Dos jugadores
- Boleto de almuerzo para dos jugadores
- Boleto de sorteo para cada jugador
- Una camisa por jugador

RESUMEN DE AUSPICIOS

	\$10,000	\$8,000	\$5,000	\$3,000	\$2,000
Logo en Polo Oficial					
Gorra o Bulto Oficial					
Inscripción de jugadores	8	8	6	4	2
Logo en pantallas y material promocional					
Promoción eblast y/o redes	ambos	redes			
Material promocional en bulto jugadores					
Mención como auspiciador					
Stand Banners y/o cruzacalles (cc)	ambos	ambos	cc	cc	
Oportunidad de colocar logo en hoyo					





HOJA DE INSCRIPCIÓN

 Hilton Ponce Golf
& Casino Resort
Ponce

 14.AGO.25
7:30 AM

 Two Person
Scramble

AUSPICIO:



PRESENTADOR



PLATINO



ORO



PLATA



BRONCE

Nombre de la Empresa

Dirección Postal

Teléfono

Correo Electrónico

Persona Contacto

Nombre de los Jugadores

Ghin #

Handicap

Tamaño
Camisa

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TODO PAGO DEBE SER A NOMBRE DEL CENTRO UNIDO DE DETALLISTAS

Método de Pago: ☐ Cheque ☐ Efectivo ☐ Tarjeta de Crédito

Nombre de Cheque

☐ VISA ☐ MC ☐ AMEX

Número de Tarjeta

Fecha Expiración

Código

Nombre

Firma





Información de Contacto

Centro Unido de Detallistas

787.641.8405 | 939.588.0937

info@cupuertorico.com

BIZ GROWTH SUMMIT
CONVENCIÓN ANUAL Y ASAMBLEA DE SOCIOS

Revisado 05/13/25

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ITEM 8.D

Social Services Grant Process Review for FY 2025-26

Request

Commission direction on the Social Services and Quality of Life grant process for FY 2025-26

Explanation

During the Budget Workshop, the Commission discussed the possibility of suspending the Social Services Competitive Funding process for the upcoming cycle. The idea was to provide this dedicated funding source to the Haven on Vine Initiative to further the work on stabilizing the project and solidifying the impact of the housing and services components of the program.

The City has funded services through local non-profits for more than two decades. The Social Services Competitive Funding program began in 1999 and has provided nearly \$10m in funding to local non-profit organizations. The current funding awards are attached.

In response to the discussion, staff has placed this item on the agenda for further review and direction to determine the next steps on the upcoming process.

Recommendation

Commission direction on the Social Services funding cycle for FY 2025-26.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

1. Copy of Social_Services_Funding_FY_2004-25 Commission
2. Copy of Social_Services_Funding_FY_2004-25 Commission QOL

Social Services Competitive Grant Program FY 2024-25 (FINAL)

AGENCY	PROGRAM DESCRIPTION	FY 24-25 Final
Osceola Council on Aging Program: <u>Health Clinic:</u>	Health Clinic: \$15,000 to fund salary of staff physician and \$15,000 for diagnostic testing of uninsured, low income patients Secondary health care to low-income, uninsured, chronically ill residents of Osceola County.	\$26,250.00
<u>Program: Meals on Wheels:</u>	Meals on Wheels: Food purchases for emergency meal and food distribution programs. Congregant meals; home delivered meals; food bank/pantry.	\$38,750.00
<u>Program: Transportation/Building Healthy Families:</u>	Cover the cost of 1 part time driver and fuel expenses for the Council's transportation program.	\$17,500.00
Osceola Mental Health/ Park Place Behavioral Health Care Program: <u>Residence Level IV Adult Substance Abuse Services</u> Services: Transitional living program for adults who are indigent, homeless and have a substance use disorder with or without a co-occurring mental illness.	2-3 beds in the residential level IV program for clients with chemical dependency- includes services and related cost	\$38,750.00
Aspire Health Partners, Inc. Program: <u>HOME (Helping Others Make the Effort)</u> Bridge Housing for homeless women and children; case manage and referrals for off-site homelessness prevention	Operational cost of providing bridge housing services to the residents of the HOME program. This includes: utilities, staff support, residential housing supplies, building facility maintenance, insurance, and other related operational costs	\$31,250.00
Help Now of Osceola, Inc. Program: <u>Domestic Violence Residential Services</u>	Shelter operations, case management, communications hotline and facility maintenance	\$36,250.00
Serves the needs of domestic abuse survivors by operating a safe shelter facility, Outreach Center, direct client services, and community advocacy. Funding : Case Management Services at shelter facility and Maintenance expenses at shelter facility.		
Hope Partnership Inc. Program: Homeless Prevention and Diversion	Homeless prevention and diversion: move-in assistance, rental deposits, and costs to support family reunification	\$13,250.00
Church and Community Assistance Program Program: CCAP Cares	Homelessness Services, prevention and intervention- Food, personal hygiene kits, emergency housing costs	\$29,500.00
Osceola Community Health Svcs/ Primary Care Medical Svcs of Poinciana Program: <u>Mobile Medical , Behavioral Health and Dental Outreach</u>): Provides integrated behavioral health services in fixed and mobile locations for the homeless.	Homeless outreach to provide mental health, dental, and medical services through mobile and fixed sites	\$15,000.00
Community Coordinated Care for Children, Inc. (4C) Program: <u>Head Start/ Early Head Start</u> : Provides early learning programs, childcare assistance and supportive family services.	Head Start Program- Assists low income familes with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage \$43,688 in funding).	\$10,000.00
Orlando Health/ Howard Phillips Center for Children & Families Program: <u>Healing Tree</u> : Provides therapy/counseling for children and families of children who have been victims of child abuse/ sexual abuse.	Specialized clinical assessments and ongoing therapeutic services provided by licensed mental health therapist and interns for child victims of abuse and their families	\$8,750.00
The Opportunity Center (Osceola ARC) Program: <u>Adult Day Training</u> : Provides training to developmentally disabled adults.	Funds will be used to cover salary and payroll taxes for a Volunteer Coordinator (\$35,825.92)	\$14,750.00
City of Kissimmee- Homeless Services	City Homeless Services Funding: Funds will provide a leveraging opportunity to access regional funding for housing the chronically homeless.	\$80,000.00
New Requests		
The Transition House, Inc. Program: Inspire Counseling and Support Center	(New Program) EMDR Eye Movement Desensitization and Reprocessing - Psychotherapy to help process traumatic memories and heal from distressing life experiences	\$12,500.00
Solid Rock Community Church Program: Thrive Together Initiative	(New Program) Provide comprehensive services such as financial literacy, mental health counseling, job training and family support workshops	\$10,000.00
Central Florida YMCA Program: Osceola Family Learning Center	Operational expenses for program. Substance abuse counseling, case management, emergency housing, training, medical services, educationand life skills, mental health evaluations, literary program.	\$17,500.00
Total Requests		\$400,000.00

Quality of Life Grant Program FY 2024-25

Agency Name	Program Specifics	Final
Osceola Historical Society	General Operating (Pioneer Village)	\$20,000.00
Regional Homelessness Effort through Central Florida Commission on Homelessness	Board of Governors Member*	\$5,000.00
Education Foundation	Mark E. Durbin Scholarship Commitment	\$5,000.00
Osceola County Literacy Match	City Match- Footsteps to Brilliance	\$9,800.00
(New) Casa del Artesano Fine Arts and Educational Consulting, Inc.	Together in Art	\$5,500.00
Total		\$45,300.00

ITEM 8.E

Commission Policy on Official Use of City's Email Communication Tool for Civic Engagement and Outreach

Request

Discussion and review of a proposed Commission policy that would establish guidelines for the use of the City's email communication tool.

Explanation

This policy was developed in response to a Commissioner's interest in utilizing the existing GovDelivery communication tool for distributing electronic newsletters, and ensures that all communications from City Commissioners reflect the public mission, maintain neutrality, and responsibly utilize public resources.

The policy outlines the roles, responsibilities, and review protocols to support accurate, legal, and respectful civic engagement. The proposed policy, if adopted, would establish guidelines to ensure that communication efforts remain consistent with the City of Kissimmee's standards and legal obligations.

Recommendation

Commission approval of the proposed Elected Official Email Communication Tool Policy

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter: Mike Steigerwald

Attachment(s):

1. Elected Official Use of Email Communication Tool Policy



Title: Elected Official Use of Email Communication Tool

Effective Date: **DRAFT**

Revised Date:

Review Authority: City Commission

Policy: This policy ensures that all newsletter communications from City Commissioners via GovDelivery reflect the public mission of the City of Kissimmee, maintain neutrality, and use public resources responsibly. It defines roles, responsibilities, and review protocols to support accurate, legal, and respectful civic engagement.

Official Use:

The City's GovDelivery platform is a taxpayer-funded communication tool. Commissioners shall use the tool to serve the public interest and not for personal, political, or commercial purposes.

Official content includes updates on City Commission actions, programs or services provided by the City, City-specific initiatives and projects, upcoming City-sponsored events, civic engagement opportunities, or recognition of residents' or staff's achievements that align with the City's mission and impact.

Public Records:

All content, recipients, and information related to each published communication shall be subject to public records inspection and retention requirements pursuant to Florida law.

Content Creation and Responsibilities:

Each Commissioner will have access to a newsletter template with a banner that includes their name and photo that the Strategic Communications Division manages.

Commissioners shall draft their original content for inclusion, provided it is relevant to the official functions, programs, events, or decisions of the City.

The Strategic Communications Division shall review submitted final content before distribution to ensure the material meets accuracy, tone, clarity, formatting, and branding standards. Strategic Communications will coordinate dissemination through the GovDelivery system. The City Manager or City Attorney may be consulted if legal or policy-related concerns arise during the review process.

Prohibited Content:

Content that violates the standards of this policy shall not be published or distributed by Commissioners or staff. The following types of content are not permitted:



- a. Political or campaign-related content, including campaign announcements for themselves or others, political endorsements of any kind, or advocacy for ballot measures.
- b. Personal beliefs, political ideologies, or opinions unrelated to adopted City policy or actions taken by the City Commission.
- c. Solicitation of donations, businesses, or private services, or support for initiatives lacking a clear nexus to City initiatives or services.
- d. Inflammatory, defamatory, discriminatory, or misleading information.
- e. Content that promotes, perpetuates, or fosters harassment or discrimination on any protected basis.
- f. Confidential, privileged, exempt, or unverified information.
- g. Material that compromises public safety or security.
- h. Content that violates copyright or intellectual property laws.
- i. Formal complaints against any government office, official, or employee.

External Links and Mentions:

Any external links included in the newsletter must lead to trusted, nonpartisan, and relevant sources such as government websites or City-affiliated partners. Links to personal, political, private businesses, or commercial sites are strictly prohibited. Mentions of external organizations must relate directly to City business and shall be reviewed for appropriateness by the Strategic Communications Division.

Submission and Review Process:

- a. Commissioners shall submit newsletter content to the Strategic Communications Division at least one week before the intended distribution date in a final draft, to include the intended recipients.
- b. The Strategic Communications Division will review submissions for compliance with this policy and formatting, ensure readability and accessibility, and verify alignment with the City's messaging and legal standards.
- c. The Strategic Communications Division reserves the right to request revisions, delay release, or decline content if it does not meet policy requirements. If needed, content may be referred to the City Manager or City Attorney for additional review.