



MEETING AGENDA
SESSION OF THE CITY COMMISSION (2ND BUDGET HEARING)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 16, 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 Promotion Ceremony of Police Corporal
 - 3.B Proclamation - Hispanic Heritage Month
- 4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**
- 5. PUBLIC HEARINGS**
 - 5.A Public Hearing - Adoption by Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2025-2026
 - 5.B Public Hearing - Annual Red Light Camera Report Presentation and Discussion
- 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 September 3, 2025 meeting
 - 7.B Annual Advisory Board Reappointments with Terms Ending September 30, 2025
 - 7.C Consent to Sub-Lease Between Sunstate Aviation Holdings, LLC and Integrity Aero, LLC
 - 7.D Approval of the Developer's Agreement between the City of Kissimmee and Pulte Group, Inc.
 - 7.E Resolution Adopting the Osceola County Comprehensive Emergency Management Plan (CEMP) and the City of Kissimmee CEMP Annex
 - 7.F Memorandum of Agreement for the Berlinsky Community House
 - 7.G Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program
 - 7.H Amendment to drainage easement agreement – Osceola Village (Lot D)
 - 7.I Forensics Facility Design Construction Documents with Harvard Jolly | PBK Architects
 - 7.J First Amendment to the Construction Services Agreement with Miniopolis LLC for the Haven on Vine ADA Apartment Renovations
 - 7.K Contract for transition to Cloud-Based Video Management

- 7.L Extension of the Professional Services Contract with Purvis and Gray Company, LLP to perform auditing services for the Fiscal Year Ending 2025

8. DISCUSSION ITEMS

- 8.A Kissimmee Main Street Annual Update and Funding Agreement for FY 2025-2026
- 8.B Small Business Development Center Annual Update and Funding Agreement for FY 2025-26
- 8.C UCF Business Incubator Program Annual Update and Funding Agreement for FY 2025-2026
- 8.D Advisory Board Vacancy: Affordable Housing Advisory Committee

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.E (DKCRA) Kissimmee Main Street Funding Agreement for FY 2025-2026
- 8.F (DKCRA) Osceola Arts Mural Installation Agreement
- 8.G (VSCRA) Osceola Arts Mural Installation Agreement

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

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

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission (2nd Budget Hearing) with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

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

ITEM 3.A

Promotion Ceremony of Police Corporal

Request

Swearing in and administering of oath for newly promoted Police Corporal Rodolfo Sayeed.

Explanation

Rodolfo Sayeed began his law enforcement career with the Kissimmee Police Department on 12/18/2017. During his tenure with the department, Rodolfo Sayeed has worked in the Patrol, Special Operations Division, and Support Services Unit.

Department: Police

Presenter: Charles Broadway

Attachment(s):

1. (S) Oath of Office R. Sayeed



CITY OF KISSIMMEE POLICE DEPARTMENT

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

Charles L. Broadway



OATH OF OFFICE

I, **Rodolfo Sayeed** 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.

Signature of employee

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this ___day of _____2025 by

Personally known____or produced identification____Type of ID produced_____

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)

ITEM 3.B**Proclamation - Hispanic Heritage Month****Request**

To present a proclamation to Viva Osceola Festival in honor of Hispanic Heritage Month.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Hispanic Heritage Month

Proclamation



HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month dates back to 1968 and honors the history, culture, and contributions of Hispanic and Latino Americans, an integral part of our nation and City; and

WHEREAS, the City of Kissimmee proudly joins in this observance, celebrating the vibrant influence that continues to shape our community; and

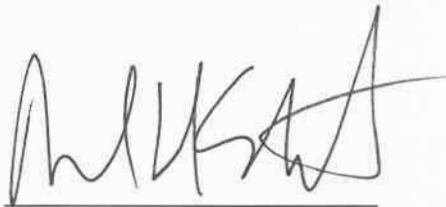
WHEREAS, In honor of Hispanic Heritage Month, the City of Kissimmee recognizes Viva Osceola, the largest Hispanic festival in Osceola County, which has been running for over 30 years, it is a free community event held yearly at Kissimmee Lakefront Park; and

WHEREAS, The festival brings together families across Central Florida to celebrate Hispanic culture through live music, traditional dance, authentic cuisine, and family-friendly entertainment; their contributions significantly enhance the community's cultural life; and

WHEREAS, Through partnerships with the Osceola Chamber, Osceola Arts, and other local organizations, the City of Kissimmee supports this important celebration, reaffirming its commitment to honoring heritage and strengthening community connections; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of September 15 - October 15, 2025, as "**Hispanic Heritage Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 9th day of September 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 5.A

Public Hearing - Adoption by Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2025-2026

Request

Adoption by Resolution of the Final Millage Levy of 4.6253 mills and Final Budget of \$310,308,019 for Fiscal Year 2025-2026.

Explanation

Public notice of this hearing was given via advertisement placed in the newspaper on September 14, 2025. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253, which is 4.29% more than the Rolled Back Rate of 4.4352
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

RESOLUTION ADOPTING THE FINAL BUDGET

1. The Resolution will adopt a Final Budget of \$310,308,019 and authorize 942 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

BACKGROUND:

The Tentative Millage and Tentative Budget were adopted by Resolutions approved at the September 3rd Public Hearing.

As indicated above, the proposed millage rate is 4.6253 mills, which is the same millage rate that was levied for the current budget year. The tentative budget for all funds remained relatively the same as what was presented in July, with the following exceptions; addition of the Mobile Command Center in the General Fund, funding for additional Labor Services in the City Commission budget, additional funding for Big Lots/Kmart demolition project in the CRA Vine St. Fund and civic center demolition in the Downtown CRA Fund, adjustments to State Law Enforcement Trusts Fund, addition of the Police and Fire Impact Fee funds, addition of a GIS Analyst position funded by Building Fund and Stormwater Fund, adjustments to SHIP grant revenue estimate, and a minor increase in several funds due to an increase in standby pay rate.

Recommendation

City of Kissimmee

Staff requests that the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two Resolutions.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. (S) RESO OP MILL FINAL.26
2. (S) RESO OP BUDGET FINAL.26
3. Budget Reports FY26

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

RESOLUTION NO. -2025

**A RESOLUTION ADOPTING
THE FINAL OPERATING
MILLAGE FOR THE CITY OF
KISSIMMEE, FLORIDA UPON
THE ASSESSMENT ROLL OF
THE YEAR 2025.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and

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

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

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 4.29% more than the rolled back millage rate of 4.4352 as defined in F.S. 200.065.

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

Dated this 16th day of September 2025.

Jackie Espinosa
Mayor-Commissioner

ATTEST:

Tameara Crespo
City Clerk

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

RESOLUTION NO. -2025

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING
SEPTEMBER 30, 2026.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and

WHEREAS, public hearings were held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 16, 2025

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

SECTION 1. The budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, shall be \$310,308,019 which is the total of the attached schedule.

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

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

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

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

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

Budget Transfers

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

Interdepartmental transfers shall be approved only by the City Commission.

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

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

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

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

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2025/2026 budget by the amount of encumbrances outstanding at September 30, 2025.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2025/2026 budget by the amount of unspent grant funds at September 30, 2025.

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

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

SECTION 9. Any unexpended or unencumbered FY 2025/2026 appropriations will automatically lapse at September 30, 2026 and will be carried over to FY 2026/2027 as un-appropriated fund balance.

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

SECTION 11. The authorized number of employees set forth in this budget is 942. Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

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

Dated this 16th day of September 2025.

ATTEST:

Jackie Espinosa
Mayor-Commissioner

Tameara Crespo
City Clerk

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**ALL FUNDS
TOTAL BUDGETS SUMMARY**

<u>FUND NAME</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
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	15,232,074
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	7,180,630	7,471,920	5,973,441
Downtown Community Redevelopment	9,765,782	11,060,888	11,528,811	9,572,118
Vine Street Community Redevelopment	6,950,964	8,579,130	9,464,972	9,134,745
CDBG Entitlement Grants	-	-	-	896,880
SHIP Grants	-	-	-	592,832
HOME Grants	-	-	-	325,641
Recreation Impact	4,780,285	3,096,933	4,121,311	2,195,605
Fire Impact Fee	20,566	-	341,566	592,566
Police Impact Fee	20,325	-	317,825	570,325
Police 2nd Dollar Assessment	71,401	49,651	49,651	39,946
Justice Assistance Grant	437,426	388,436	340,296	340,296
State Law Enforcement Trust	280,226	391,999	313,484	183,252
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	-	-	-
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 2016/2022/2024 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	\$ 348,529,650	\$ 321,744,560	\$ 347,678,818	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personnel				
	Services FY 2026	Operating FY 2026	Capital FY 2026	Other FY 2026	Budget FY 2026
General Fund	\$ 82,423,433	\$ 32,666,620	\$ 3,765,834	\$ 41,920,107	\$ 160,775,994
Stormwater Utility	3,344,564	2,116,056	2,189,200	2,495,039	10,144,859
Solid Waste	2,858,186	3,883,122	1,952,634	1,570,853	10,264,795
Airport	1,082,581	660,738	567,500	69,811	2,380,630
Central Services	4,780,479	8,344,284	1,622,400	484,911	15,232,074
Local Option Sales Tax	-	-	7,111,500	14,110,857	21,222,357
Mobility Fee	-	-	500,000	10,284,449	10,784,449
Local Option Gas Tax	1,255,277	762,716	3,037,500	1,479,320	6,534,813
Paving Assessment	-	5,000	-	5,000	10,000
Building	3,401,905	523,239	51,000	1,997,297	5,973,441
Downtown Comm Redevelopment	-	580,476	2,530,000	6,461,642	9,572,118
Vine Street Comm Redevelopment	-	611,262	2,350,000	6,173,483	9,134,745
2024 CDBG Entitlement Grant	215,197	681,683	-	-	896,880
2024 HOME Grant	48,112	277,529	-	-	325,641
2024 SHIP Grant	58,518	534,314	-	-	592,832
Recreation Impact	-	-	500,000	1,695,605	2,195,605
Fire Impact Fee	-	-	-	341,556	592,566
Police Impact Fee	-	-	-	317,825	570,325
Police 2nd Dollar Assessment	-	32,705	-	7,241	39,946
Justice Assistance Grant	340,296	-	-	-	340,296
State Law Enforcement Trust	-	24,800	-	158,452	183,252
Federal Law Enforcement Trust	-	-	-	63,241	63,241
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	316,604	316,604
Utility Tax	-	-	-	8,845,676	8,845,676
Local Option Sales Tax Bonds	-	-	-	2,161,857	2,161,857
Local Option Gas Tax Notes	-	-	-	297,660	297,660
Community Redevelopment Notes	-	-	-	344,175	344,175
Series 2016/2022/2024 Bonds	-	-	-	10,051,893	10,051,893
Liab/Workers Comp Self Insurance	-	5,353,578	-	44,172	5,397,750
Health Self Insurance	-	15,024,275	-	33,620	15,057,895
TOTAL BUDGET BY OBJECT	\$ 99,808,548	\$ 72,082,397	\$ 26,177,568	\$ 111,735,996	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**ALL FUNDS
BEGINNING RESERVE BALANCES AND REVENUES**

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

<u>FUND NAME</u>	<u>ESTIMATED BEGINNING RESTRICTED BALANCES</u>	<u>ESTIMATED BEGINNING UNRESTRICTED BALANCES</u>	<u>REVENUE BUDGET FY 2026</u>	<u>TOTAL SOURCES BUDGET FY 2026</u>
General Fund	\$ -	\$ 49,752,949	\$ 111,023,045	\$ 160,775,994
Stormwater Utility	-	2,465,034	7,679,825	10,144,859
Solid Waste	-	2,208,849	8,055,946	10,264,795
Airport	-	255,976	2,124,654	2,380,630
Central Services	-	986,618	14,245,456	15,232,074
Local Option Sales Tax	-	8,790,357	12,432,000	21,222,357
Mobility Fee	9,753,949	-	1,030,500	10,784,449
Local Option Gas Tax	-	2,945,313	3,589,500	6,534,813
Paving Assessment	-	-	10,000	10,000
Building	-	2,494,241	3,479,200	5,973,441
Downtown Community Redevelopment	-	4,849,662	4,722,456	9,572,118
Vine Street Community Redevelopment	-	5,079,176	4,055,569	9,134,745
2024 CDBG Entitlement Grant	-	-	896,880	896,880
2024 SHIP Grant	-	-	592,832	592,832
2024 HOME Grant	-	-	325,641	325,641
Recreation Impact	1,940,605	-	255,000	2,195,605
Fire Impact Fee	-	341,566	251,000	592,566
Police Impact Fee	-	317,825	252,500	570,325
Police 2nd Dollar Assessment	-	21,946	18,000	39,946
Justice Assistance Grant	-	-	340,296	340,296
State Law Enforcement Trust	-	181,752	1,500	183,252
Federal Law Enforcement Trust	-	62,740	500	63,240
School Crossing Guard Trust	-	-	3,650	3,650
Treasury Forfeiture	-	316,104	500	316,604
Utility Tax	-	662,593	8,183,083	8,845,676
Local Option Sales Tax Bonds	-	-	2,161,857	2,161,857
Local Option Gas Tax Notes	-	-	297,660	297,660
Community Redevelopment Notes	-	-	344,175	344,175
Series 2016/2022 Bonds	2,704,360	-	7,347,534	10,051,894
Liab/Workers Comp Self Insurance	-	662,666	4,735,084	5,397,750
Health Self Insurance	-	57,556	15,000,339	15,057,895
TOTALS	\$ 14,398,914	\$ 82,452,923	\$ 213,456,182	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**ALL FUNDS
ENDING RESERVE BALANCES AND DISBURSEMENTS**

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

FUND NAME	BUDGETED DISBURSEMENTS FY 2026	ESTIMATED ENDING RESTRICTED BALANCES	ESTIMATED ENDING UNRESTRICTED BALANCES	BUDGETED TOTAL USES FY 2026
General Fund	\$ 123,549,777	\$ -	\$ 37,226,217	\$ 160,775,994
Stormwater Utility	8,032,811	-	2,112,048	10,144,859
Solid Waste	9,301,727	-	963,068	10,264,795
Airport	2,312,644	-	67,986	2,380,630
Central Services	14,747,163	-	484,911	15,232,074
Local Option Sales Tax	13,077,291	-	8,145,066	21,222,357
Mobility Fee	937,289	9,847,160	-	10,784,449
Local Option Gas Tax	6,011,637	-	523,176	6,534,813
Paving Assessment	10,000	-	-	10,000
Building	3,976,144	-	1,997,297	5,973,441
Downtown Community Redevelopment	6,506,107	-	3,066,011	9,572,118
Vine Street Community Redevelopment	6,099,639	-	3,035,106	9,134,745
2024 CDBG Entitlement Grant	896,880	-	-	896,880
2024 SHIP Grant	592,832	-	-	592,832
2024 HOME Grant	325,641	-	-	325,641
Recreation Impact	500,000	1,695,605	-	2,195,605
Fire Impact Fee	-	-	592,566	592,566
Police Impact Fee	-	-	570,325	570,325
Police 2nd Dollar Assessment	32,705	-	7,241	39,946
Justice Assistance Grant	340,296	-	-	340,296
State Law Enforcement Trust	24,800	-	158,452	183,252
Federal Law Enforcement Trust	-	-	63,240	63,240
School Crossing Guard Trust	3,650	-	-	3,650
Treasury Forfeiture	-	-	316,604	316,604
Utility Tax	8,213,083	-	632,593	8,845,676
Local Option Sales Tax Bonds	2,161,857	-	-	2,161,857
Local Option Gas Tax Notes	297,660	-	-	297,660
Community Redevelopment Notes	344,175	-	-	344,175
Series 2016/2022 Bonds	7,347,535	2,704,359	-	10,051,894
Liab/Workers Comp Self Insurance	5,353,578	-	44,172	5,397,750
Health Self Insurance	15,024,275	-	33,620	15,057,895
TOTALS	\$ 236,021,196	\$ 14,247,124	\$ 60,039,699	\$ 310,308,019

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

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

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

<u>FUND NAME</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
General Fund	\$ 58,402,294	\$ 35,718,816	\$ 49,752,949	\$ 37,226,217
Stormwater Utility	9,205,009	1,302,872	2,465,034	2,112,048
Solid Waste	3,774,400	940,722	2,208,849	963,068
Airport	38,829	359,880	255,976	67,986
Central Services	3,887,454	12,322	986,618	484,911
Local Option Sales Tax	19,775,495	10,314,431	8,790,357	8,145,066
Mobility Fee	13,838,759	8,411,788	9,753,949	9,847,160
Local Option Gas Tax	18,041,563	1,159,944	2,945,313	523,176
Building	3,946,920	1,752,145	2,494,241	1,997,297
Downtown Community Redevelopment	7,420,399	1,627,604	4,849,662	3,066,011
Vine Street Community Redevelopment	6,415,131	2,913,828	5,079,166	3,035,106
Recreation Impact	3,866,311	1,140,581	1,940,605	1,695,605
Fire Impact Fee	20,566	-	341,566	592,566
Police Impact Fee	20,325	-	317,825	570,325
Police 2nd Dollar Assessment	57,509	21,946	21,946	7,241
State Law Enforcement Trust	207,937	369,199	181,752	158,452
Federal Law Enforcement Trust	62,741	53,770	62,741	63,241
School Crossing Guard Trust	34,256	-	-	-
Treasury Forfeiture	315,604	313,239	316,104	316,604
Charter School	-	-	-	-
Utility Tax	692,593	545,017	662,593	632,593
Series 2016/2022/2024 Bonds	2,706,559	17,429	2,704,360	2,704,359
Liab/Workers Comp Self Insurance	1,510,733	10,434	662,666	44,172
Health Self Insurance	208,833	28,534	57,556	33,620
TOTAL RESERVE BALANCES	\$ 154,450,220	\$ 67,014,501	\$ 96,851,828	\$ 74,286,824

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

GENERAL FUND

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

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
<u>SOURCES</u>				
Taxes	\$ 25,498,713	\$ 27,831,321	\$ 28,424,453	\$ 31,366,556
Licenses	261,051	206,000	206,000	231,000
Intergovernmental revenue	13,944,476	14,525,793	12,896,069	19,885,793
Charges for services	9,929,047	9,227,222	11,035,331	11,092,187
Fines & forfeits	2,859,944	2,095,000	2,776,958	2,595,000
Miscellaneous revenue	3,495,658	2,404,030	3,087,030	2,989,930
Transfers	43,099,199	41,666,383	41,727,254	42,862,579
From fund balance	52,753,551	50,388,950	58,402,294	49,752,949
TOTAL SOURCES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994
<u>USES</u>				
City Commission	\$ 597,030	\$ 802,814	\$ 759,529	\$ 1,264,761
City Manager	7,246,910	8,314,987	8,239,051	6,630,196
City Attorney	901,323	1,908,302	1,908,302	1,233,111
Finance	16,015,681	15,738,072	15,741,022	17,824,570
Development Services	2,596,322	3,357,118	3,462,348	2,378,171
Police	29,979,685	35,507,446	34,803,908	41,367,226
Fire	21,144,513	24,712,526	23,580,510	31,176,018
Public Works	4,997,125	8,862,932	8,417,055	8,038,007
Parks & Recreation	8,806,505	11,701,752	10,203,127	12,037,372
Human Resources & Risk Management	1,154,253	1,719,935	1,687,588	1,600,345
Contingency & Reserves	58,402,294	35,718,816	49,752,949	37,226,217
TOTAL USES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**GENERAL FUND REVENUE SUMMARY
FY 2025/26**

DESCRIPTION	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Current Ad Valorem (4.6253 Mills)	\$ 24,724,641	27,615,021	27,651,489	31,150,256
Delinquent Ad Valorem	554,024	-	556,664	-
Gas Franchise	220,049	216,300	216,300	216,300
Occupational Licenses	253,516	200,000	200,000	225,000
Subdivision Regulation Fees	7,535	6,000	6,000	6,000
State Revenue Sharing	4,295,748	4,840,000	4,222,213	4,500,000
Mobile Home Licenses	34,410	30,000	30,000	30,000
Alcoholic Beverage Licenses	104,500	80,000	103,000	80,000
Half-Cent Sales Tax	6,645,633	7,600,000	6,565,063	7,200,000
Fire Supplemental Compensation	28,807	35,000	35,000	35,000
Municipal Fuel Rebate	117,616	95,000	95,000	95,000
Ambulance Program	1,675,389	900,000	900,000	900,000
School Board Grant	906,435	945,793	945,793	945,793
County Occupational Licenses	135,938	-	-	-
Fire Assesment Fees	-	-	-	6,100,000
Miscellaneous Charges	97,656	77,350	77,350	77,350
Development Review Fees	366,636	300,000	300,000	300,000
Impact Fee Allowance	19,886	20,000	25,000	35,000
Recording/Lien Search	88,876	55,150	55,350	85,400
Charges to Other Funds	321,995	321,995	321,995	321,995
Police Services - Officers	1,208,163	1,200,000	1,200,000	1,200,000
Police Services - Administrative	22,883	35,000	35,000	35,000
Fire Services - Osceola County	697,796	1,411,751	2,000,000	2,000,000
Cemetery Services	91,850	75,000	75,000	80,000
Lot Mowing	28,302	4,000	4,000	4,000
Transportation Miscellaneous	301,107	359,831	470,887	359,831
Athletic Program Fees	104,983	90,320	90,320	98,320
Recreation Program Fees	162,083	141,100	141,100	141,700
Aquatic Center Fees	175,812	191,759	191,759	187,425
Facility Rentals	279,986	305,350	305,350	298,410
Adult Programs	60,778	52,016	52,016	53,096
Youth Programs	402,585	336,600	336,600	414,660
Ambulance Charges	5,497,672	4,250,000	5,353,604	5,400,000

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

GENERAL FUND REVENUE SUMMARY, CONTINUED

<u>DESCRIPTION</u>	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Court Fines	46,791	35,000	35,000	35,000
Parking Tickets	123,145	50,000	50,000	50,000
Code Enforcement Fines	335,050	150,000	150,000	150,000
Alarm Violations	49,300	60,000	60,000	60,000
Redlight Camera Violations	2,305,657	1,800,000	2,481,958	2,300,000
Interest on Investments	2,341,746	1,500,000	2,172,000	2,000,000
Miscellaneous Interest	69,868	33,000	33,000	33,000
Rents	80,042	170,850	170,850	176,250
Cemetery Lots/Cremation Niches	405,306	285,000	285,000	383,000
Sale of Surplus Property	113,740	50,000	50,000	50,000
Other Miscellaneous Revenue	484,956	365,180	376,180	347,680
Utility Tax Transfers	7,919,047	8,183,083	8,183,083	8,346,744
Charter School Fund	1,913,767	-	-	-
Stormwater Utility Fund	360,285	348,500	348,500	382,991
Solid Waste Fund	396,055	380,000	380,000	402,000
KUA Charter Payment	19,883,717	20,512,800	20,428,355	20,512,800
KUA Parks and Recreation	1,923,686	1,950,000	1,950,000	2,018,000
Toho Water Authority Payment	10,026,951	10,080,000	10,225,316	10,535,000
Other Miscellaneous Funds	675,692	212,000	212,000	665,044
Subtotal of Revenues	99,088,088	97,955,749	100,153,095	111,023,045
From Fund Balance	52,753,551	50,388,950	58,402,294	49,752,949
TOTAL SOURCES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2025/26**

DESCRIPTION	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
City Commission	\$ 481,107	\$ 571,256	\$ 571,256	\$ 726,488
Social Services	115,923	231,558	188,273	538,273
City Manager	952,731	1,180,047	1,397,464	1,094,117
City Clerk	397,890	486,153	486,153	588,938
Strategic Communications	831,768	901,369	943,704	924,979
Division of Emergency Preparedness	1,332,591	769,653	1,333,965	459,740
Economic Development	788,236	1,631,505	1,631,505	1,067,762
General Government	2,943,694	3,346,260	2,446,260	2,494,660
City Attorney	829,518	1,826,654	1,826,654	1,145,819
Municipal Court Clerk	71,805	81,648	81,648	87,292
Finance	1,604,530	2,220,062	2,223,012	1,965,249
Procurement	223,853	328,985	328,985	363,358
Transfers	14,187,299	13,189,025	13,189,025	15,495,963
Planning	2,596,322	3,357,118	3,462,348	2,378,171
Office of the Police Chief	825,984	1,330,425	1,318,425	1,278,792
Support Services	6,079,626	7,551,141	7,387,091	8,085,485
Patrol	11,087,701	13,349,099	12,870,674	16,810,472
Criminal Investigations	4,896,751	5,502,924	5,502,924	6,770,101
Communications	3,311,485	3,746,990	3,612,428	4,002,822
Special Operations	3,778,139	4,026,867	4,112,367	4,419,554
Fire Administration	3,712,034	4,392,383	4,090,912	4,957,573
Fire Operations	17,432,479	20,320,143	19,489,598	26,218,445
Public Works Administration	745,655	844,318	791,418	736,435
Engineering	697,988	1,154,586	1,079,638	1,326,887
Street Maintenance	2,555,576	4,022,065	3,725,043	3,504,937
Traffic Engineering	997,906	2,841,963	2,820,957	2,469,748
Parks & Recreation Administration	833,963	897,411	897,411	1,038,724
Parks	3,624,791	5,240,966	4,232,535	5,088,065
Aquatic Center	744,851	866,203	855,203	936,453
Recreation	2,173,829	2,867,317	2,460,495	3,092,049
Cemetery	198,897	291,635	351,328	286,504
Events & Venues	1,230,174	1,538,220	1,406,155	1,595,577
Human Resources & Risk Management	1,111,856	1,611,038	1,578,691	1,509,875
General Employee Organization	42,397	108,897	108,897	90,470
Totals	93,439,345	112,625,883	108,802,440	123,549,777
Operating Contingency		25,000	25,000	25,000
Unrestricted Reserves	58,402,294	35,693,816	49,727,949	37,201,217
TOTAL USES	\$ 151,841,639	\$ 148,344,699	\$ 158,555,389	\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

**GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2025/26**

DESCRIPTION	Personnel Services FY 2026	Operating FY 2026	Capital FY 2026	Other FY 2026	Budget FY 2026
City Commission	\$ 261,890	\$ 464,598	\$ -	\$ -	\$ 726,488
Social Services	88,273	450,000	-	-	538,273
City Manager	1,017,781	76,336	-	-	1,094,117
City Clerk	507,454	74,284	7,200	-	588,938
Strategic Communications	744,300	156,679	24,000	-	924,979
Division of Emergency Preparedness	130,792	180,948	148,000	-	459,740
Economic Development	629,197	438,565	-	-	1,067,762
General Government	-	2,000,000	-	494,660	2,494,660
City Attorney	865,959	279,860	-	-	1,145,819
Municipal Court Clerk	75,692	11,600	-	-	87,292
Finance	1,654,222	311,027	-	-	1,965,249
Procurement	347,943	15,415	-	-	363,358
Transfers	-	11,296,733	-	4,199,230	15,495,963
Planning	2,070,786	277,385	30,000	-	2,378,171
Office of the Police Chief	1,072,216	186,576	20,000	-	1,278,792
Police Support Services	3,718,122	3,031,063	1,336,300	-	8,085,485
Police Patrol	16,287,828	218,144	304,500	-	16,810,472
Criminal Investigations	6,488,143	281,958	-	-	6,770,101
Police Communications	3,958,728	44,094	-	-	4,002,822
Special Operations	3,486,080	933,474	-	-	4,419,554
Fire Administration	2,609,652	2,122,921	225,000	-	4,957,573
Fire Operations	22,802,965	2,911,580	503,900	-	26,218,445
Public Works Administration	521,275	215,160	-	-	736,435
Engineering	1,077,628	203,625	45,634	-	1,326,887
Street Maintenance	1,600,436	1,882,501	22,000	-	3,504,937
Traffic Engineering	621,304	1,755,344	93,100	-	2,469,748
Parks & Recreation Administration	661,812	351,912	25,000	-	1,038,724
Parks	3,297,297	1,010,868	779,900	-	5,088,065
Aquatic Center	681,473	184,480	70,500	-	936,453
Recreation	2,570,028	491,721	30,300	-	3,092,049
Cemetery	100,416	106,088	80,000	-	286,504
Events & Venues	1,078,085	496,992	20,500	-	1,595,577
Human Resources & Risk Management	1,395,656	114,219	-	-	1,509,875
General Employee Organization	-	90,470	-	-	90,470
Totals	\$ 82,423,433	\$ 32,666,620	\$ 3,765,834	\$ 4,693,890	\$ 123,549,777
Operating Contingency					25,000
Unrestricted Reserves					37,201,217
TOTAL USES					\$ 160,775,994

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

STORMWATER UTILITY FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Stormwater Utility Fee	\$ 7,221,807	\$ 6,970,000	\$ 7,473,000	\$ 7,659,825
State Grant	-	-	-	-
Interest Earnings	420,881	10,000	100,000	20,000
Miscellaneous	-	-	-	-
Subtotal	<u>7,642,688</u>	<u>6,980,000</u>	<u>7,573,000</u>	<u>7,679,825</u>
Fund Balance Carryover	<u>7,415,040</u>	<u>8,594,349</u>	<u>9,205,009</u>	<u>2,465,034</u>
TOTAL SOURCES	\$ <u>15,057,728</u>	\$ <u>15,574,349</u>	\$ <u>16,778,009</u>	\$ <u>10,144,859</u>
Personal Services	\$ 2,774,356	\$ 3,119,020	\$ 3,119,020	\$ 3,344,564
Other Expenditures	1,960,585	2,544,976	2,592,016	2,116,056
Capital Outlay	632,352	8,258,981	8,227,939	2,189,200
Transfer to Other Funds	<u>485,426</u>	<u>348,500</u>	<u>374,000</u>	<u>382,991</u>
Subtotal	<u>5,852,719</u>	<u>14,271,477</u>	<u>14,312,975</u>	<u>8,032,811</u>
Unrestricted Reserves	<u>9,205,009</u>	<u>1,302,872</u>	<u>2,465,034</u>	<u>2,112,048</u>
TOTAL USES	\$ <u>15,057,728</u>	\$ <u>15,574,349</u>	\$ <u>16,778,009</u>	\$ <u>10,144,859</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately \$24.92 per month for residential service during FY 2026. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Franchise Fees	\$ 1,478,052	\$ 1,313,000	\$ 1,425,000	\$ 1,439,000
Garbage/Trash Fees	5,437,918	5,544,000	5,600,000	5,796,000
Special Pickup	502,324	449,745	450,000	455,000
Weld Shop Fees	428,249	220,000	400,000	275,000
Other Charges/Fees	68,660	68,296	68,296	68,296
Interest Earnings	167,401	10,000	50,000	20,000
Miscellaneous	1,227	2,650	2,650	2,650
Subtotal	8,083,831	7,607,691	7,995,946	8,055,946
Fund Balance Carryover	2,068,197	2,894,888	3,774,400	2,208,849
TOTAL SOURCES	\$ 10,152,028	\$ 10,502,579	\$ 11,770,346	\$ 10,264,795
Personal Services	\$ 2,419,783	\$ 2,655,823	\$ 2,655,823	\$ 2,858,186
Other Expenditures	3,188,353	3,558,197	3,557,837	3,883,122
Capital Outlay	300,230	2,141,097	2,141,097	1,952,634
Transfer to Other Funds	469,262	1,206,740	1,206,740	607,785
Subtotal	6,377,628	9,561,857	9,561,497	9,301,727
Unrestricted Reserves	3,774,400	940,722	2,208,849	963,068
TOTAL USES	\$ 10,152,028	\$ 10,502,579	\$ 11,770,346	\$ 10,264,795

FUND SUMMARY 2026 ANNUAL BUDGET

AIRPORT FUND

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

			ADJUSTED		
		ACTUAL	BUDGET	ESTIMATE	BUDGET
ACCOUNT		FY 2024	FY 2025	FY 2025	FY 2026
Aviation:					
Fuel Fees	\$	258,851	\$ 238,000	\$ 238,000	\$ 266,000
Leased Sites		542,566	710,000	710,000	713,869
Car Rental Fees		43,969	53,500	53,500	48,000
Miscellaneous		300	5,000	5,000	50,000
Non-Aviation:					
Leased Sites		247,742	336,948	336,948	349,569
City Rentals		169,791	265,866	265,866	265,866
Miscellaneous		72,363	8,350	8,350	8,350
Other Transfers/Sources		26,445	1,660,646	1,910,646	415,000
Interest Earnings		25,243	8,000	8,000	8,000
Donations		0	34,000	34,000	
Subtotal		1,387,270	3,320,310	3,570,310	2,124,654
Fund Balance Carryover		469,715	441,733	38,829	255,976
TOTAL SOURCES	\$	1,856,985	\$ 3,762,043	\$ 3,609,139	\$ 2,380,630
Personal Services	\$	866,214	\$ 1,025,436	\$ 1,025,436	\$ 1,084,406
Other Expenditures		395,771	565,852	516,852	660,738
Capital Outlay		185,262	1,579,194	1,579,194	567,500
Debt Service		-	-	-	-
Transfer to Other Funds		370,909	231,681	231,681	-
Subtotal		1,818,156	3,402,163	3,353,163	2,310,819
Unrestricted Reserves		38,829	359,880	255,976	67,986
TOTAL USES	\$	1,856,985	\$ 3,762,043	\$ 3,609,139	\$ 2,380,630

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

CENTRAL SERVICES FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Information Technology	\$ 3,498,456	\$ 3,714,152	\$ 3,714,152	\$ 4,205,733
Facilities Maintenance	7,128,144	6,051,799	6,051,799	7,091,000
Fleet Maintenance	2,834,465	2,600,000	2,600,000	2,700,000
Car Wash Facility	38,962	40,000	40,000	40,000
LYNX Revenue	83,755	138,723	138,723	138,723
Interest Earnings	73,412	50,000	50,000	50,000
Miscellaneous	550,074	20,000	20,000	20,000
Other Miscellaneous	-	-	-	-
Fund Balance Carryover	<u>1,560,187</u>	<u>2,915,285</u>	<u>3,887,454</u>	<u>986,618</u>
TOTAL SOURCES	\$ <u>15,767,455</u>	\$ <u>15,529,959</u>	\$ <u>16,502,128</u>	\$ <u>15,232,074</u>
Information Technology	\$ 3,375,795	\$ 3,821,755	3,787,755	\$ 4,205,733
Fleet Maintenance	3,038,609	3,111,447	2,921,947	3,450,430
Facilities Maintenance	5,465,597	8,584,435	8,805,808	7,091,000
Unrestricted Reserves	<u>3,887,454</u>	<u>12,322</u>	<u>986,618</u>	<u>484,911</u>
TOTAL USES	\$ <u>15,767,455</u>	\$ <u>15,529,959</u>	\$ <u>16,502,128</u>	\$ <u>15,232,074</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION SALES TAX FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Local Option Sales				
Tax	\$ 11,481,076	12,382,000	11,857,789	12,332,000
State Grant	-	-	-	-
Miscellaneous	-	-	-	-
Interest Earnings	1,031,939	100,000	200,000	100,000
Transfer from Other Funds	455,021	-	-	-
Fund Balance Carryover	<u>18,706,205</u>	<u>20,875,361</u>	<u>19,775,495</u>	<u>8,790,357</u>
TOTAL SOURCES	\$ <u>31,674,241</u>	\$ <u>33,357,361</u>	\$ <u>31,833,284</u>	\$ <u>21,222,357</u>
Sales Tax Projects				
by Department:				
City Manager	\$ -	\$ -	\$ -	\$ -
Police	-	15,000	15,000	-
Fire	4,384,046	8,746,452	8,746,452	2,785,300
Public Works	1,115,836	3,341,601	3,341,600	805,000
Parks and Recreation	1,517,746	4,328,732	4,328,731	1,872,200
Information Technology	789,924	2,157,876	2,157,875	1,649,000
Transfers:				
Sales Tax Bonds	3,545,276	3,907,350	3,907,350	5,419,872
Capital Lease	545,918	545,919	545,919	545,919
Miscellaneous Funds	-	-	-	-
Unrestricted Reserves	<u>19,775,495</u>	<u>10,314,431</u>	<u>8,790,357</u>	<u>8,145,066</u>
TOTAL USES	\$ <u>31,674,241</u>	\$ <u>33,357,361</u>	\$ <u>31,833,284</u>	\$ <u>21,222,357</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

MOBILITY FEE FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Mobility Fees	\$ 1,286,004	\$ 995,500	\$ 995,500	\$ 995,500
Other Transportation Charges	-	-	-	-
Interest Earnings	586,656	35,000	35,000	35,000
Fund Balance Carryover	<u>12,403,648</u>	<u>8,318,838</u>	<u>13,838,759</u>	<u>9,753,949</u>
TOTAL SOURCES	\$ <u>14,276,308</u>	\$ <u>9,349,338</u>	\$ <u>14,869,259</u>	\$ <u>10,784,449</u>
 Road Improvements	 \$ 0	 \$ 500,000	 \$ 4,677,760	 \$ 500,000
Transfer to Other Funds	437,549	437,550	437,550	437,289
Restricted Reserves	<u>13,838,759</u>	<u>8,411,788</u>	<u>9,753,949</u>	<u>9,847,160</u>
TOTAL USES	\$ <u>14,276,308</u>	\$ <u>9,349,338</u>	\$ <u>14,869,259</u>	\$ <u>10,784,449</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION GAS TAX FUND

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

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

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Local Option Gas Tax	\$ 3,094,776	\$ 3,531,000	3,250,000	\$ 3,531,000
Interest Earnings	460,585	15,000	200,000	50,000
Miscellaneous Revenue	1,720	3,500	3,500	3,500
Transfer from				
Special Assessments	105	5,000	5,000	5,000
Transfer from Other Funds	11,275,000	1,946,000	1,946,000	-
Fund Balance Carryover	5,756,414	16,268,382	18,041,563	2,945,313
TOTAL SOURCES	\$ 20,588,600	\$ 21,768,882	\$ 23,446,063	\$ 6,534,813
 Sidewalks	 \$ 669,938	 \$ 932,605	 \$ 878,243	 \$ 913,616
Engineering	310,228	849,986	796,160	659,377
Traffic Engineering	63,724	1,552,335	1,552,335	38,500
Street Maintenance	-	-	-	-
Facilities Maintenance	-	-	-	-
Road Improvements	559,683	16,329,343	16,329,343	3,450,000
Transfers:				
Gas Tax Notes	943,464	944,669	944,669	950,144
Other Funds	-	-	-	-
Unrestricted Reserves	18,041,563	1,159,944	2,945,313	523,176
TOTAL USES	\$ 20,588,600	\$ 21,768,882	\$ 23,446,063	\$ 6,534,813

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

PAVING ASSESSMENT FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Assessments	\$ 12,582	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	<u>121</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	\$ <u>12,703</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>
Other Operating Costs	\$ 23,578	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to Other Funds	<u>105</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL USES	\$ <u>23,683</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

BUILDING FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Building Permits	\$ 2,984,583	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Electrical Permits	28,841	60,000	60,000	60,000
Plumbing Permits	58,836	60,000	60,000	60,000
Mechanical Permits	164,118	100,000	100,000	100,000
Impact Fee Allowance	319,134	110,000	110,000	110,000
Plan Checking Fees	-	-	-	-
Interest Earnings	244,421	25,000	25,000	25,000
Miscellaneous	956,702	40,000	140,000	94,200
Transfer from General Fund	2,500	30,000	30,000	30,000
Fund Balance Carryover	<u>8,041,532</u>	<u>3,755,630</u>	<u>3,946,920</u>	<u>2,494,241</u>
TOTAL SOURCES	\$ <u>12,800,667</u>	\$ <u>7,180,630</u>	\$ <u>7,471,920</u>	\$ <u>5,973,441</u>
Personal Services	\$ 2,611,257	\$ 3,041,363	\$ 3,041,363	\$ 3,401,905
Operating Costs	390,678	1,005,263	554,458	523,239
Capital Outlay	5,851,812	1,381,859	1,381,858	51,000
Transfer to Other Funds	-	-	-	-
Unrestricted Reserves	<u>3,946,920</u>	<u>1,752,145</u>	<u>2,494,241</u>	<u>1,997,297</u>
TOTAL USES	\$ <u>12,800,667</u>	\$ <u>7,180,630</u>	\$ <u>7,471,920</u>	\$ <u>5,973,441</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries. Transfer to other funds includes programs or projects in accordance with pending 2025 Plan Update.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Intergovernmental				
Revenue	\$ 1,741,707	\$ 2,324,878	\$ 2,332,931	\$ 2,744,483
Interest Earnings	412,436	10,000	100,000	10,000
Miscellaneous Revenue	67,966	70,517	70,517	73,338
Transfer from General				
Fund	1,202,376	1,604,964	1,604,964	1,894,635
Fund Balance Carryover	<u>6,341,297</u>	<u>7,050,529</u>	<u>7,420,399</u>	<u>4,849,662</u>
TOTAL SOURCES	\$ <u>9,765,782</u>	\$ <u>11,060,888</u>	\$ <u>11,528,811</u>	\$ <u>9,572,118</u>
Professional Services	\$ 35,941	\$ 561,856	\$ 559,856	\$ 374,299
Other Operating Costs	149,728	135,872	135,872	90,630
General Fund Admin Cost	110,040	112,181	112,181	115,547
Capital Outlay	81,720	6,283,698	3,788,213	1,780,000
Aid to Private Organizations	304,569	1,057,543	800,893	1,350,000
Transfer to Other Funds	1,663,385	1,282,134	1,282,134	2,795,631
Unrestricted Reserves	<u>7,420,399</u>	<u>1,627,604</u>	<u>4,849,662</u>	<u>3,066,011</u>
TOTAL USES	\$ <u>9,765,782</u>	\$ <u>11,060,888</u>	\$ <u>11,528,811</u>	\$ <u>9,572,118</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Intergovernmental				
Revenue	\$ 1,263,631	\$ 1,572,017	\$ 1,572,017	\$ 2,091,270
Interest Earnings	320,641	5,000	5,000	5,000
Miscellaneous				
Transfer from General				
Fund	1,183,889	1,472,814	1,472,814	1,959,299
Fund Balance Carryover	<u>4,182,803</u>	<u>5,529,299</u>	<u>6,415,141</u>	<u>5,079,176</u>
TOTAL SOURCES	\$ <u>6,950,964</u>	\$ <u>8,579,130</u>	\$ <u>9,464,972</u>	\$ <u>9,134,745</u>
General Fund Admin Cost	\$ 110,040	\$ 177,887	\$ 177,887	\$ 181,253
Operating Costs	60,288	869,583	762,583	430,009
Capital Outlay	325,495	3,149,505	1,974,999	2,800,000
Aid to Private Organizations	40,000	1,468,327	1,470,327	1,840,000
Transfers To Other Funds	-	-	-	848,377
Unrestricted Reserves	<u>6,415,141</u>	<u>2,913,828</u>	<u>5,079,176</u>	<u>3,035,106</u>
TOTAL USES	\$ <u>6,950,964</u>	\$ <u>8,579,130</u>	\$ <u>9,464,972</u>	\$ <u>9,134,745</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2026, the City will be awarded a \$896,880 Community Development Block Grant from the Department of Community Affairs. The proceeds from this grant are to be used for economic development projects.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
State Grant	\$ -	\$ -	\$ -	\$ 896,880
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 896,880
Personal Services	\$ -	\$ -	\$ -	\$ 215,197
Professional Services	-	-	-	27,291
Operating Costs	-	-	-	654,392
Capital Outlay	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 896,880

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2026, the City will be awarded \$592,832 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
State Grant	\$ -	\$ -	\$ -	\$ 592,832
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 592,832
Personal Services	\$ -	\$ -	\$ -	\$ 58,518
Professional Services	-	-	-	531,314
Operating Costs	-	-	-	3,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 592,832

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2026, the City will be awarded HOME funds in the amount of \$297,813 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low-income families.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Federal Grant	\$ -	\$ -	\$ -	\$ 297,813
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 297,813
Personal Services	\$ -	\$ -	\$ -	\$ 23,548
Professional Services	-	-	-	95,672
Operating Costs	-	-	-	178,593
TOTAL USES	\$ -	\$ -	\$ -	\$ 297,813

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

2025 HOME-AMERICAN RESCUE PLAN (HOME) GRANT FUND

In 2026, the City will be awarded HOME-ARP funds in the amount of \$27,828 from the Department of Housing and Urban Development (HUD) passed through Osceola County. This is a one-time grant in which the funds will be used to reduce homelessness, increase housing stability by providing housing in the form of non congregate shelter and services to specific qualifying populations.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Federal Grant	\$ -	\$ -	\$ -	\$ 27,828
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 27,828
Personal Services	\$ -	\$ -	\$ -	\$ 24,564
Professional Services	-	-	-	2,264
Operating Costs	-	-	-	1,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 27,828

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

RECREATION IMPACT FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Recreation Impact Fees	\$ 765,005	\$ 250,000	\$ 250,000	\$ 250,000
State Grant	-	-	-	-
Interest Earnings	198,993	5,000	5,000	5,000
Fund Balance Carryover	<u>3,816,287</u>	<u>2,841,933</u>	<u>3,866,311</u>	<u>1,940,605</u>
TOTAL SOURCES	\$ <u>4,780,285</u>	\$ <u>3,096,933</u>	\$ <u>4,121,311</u>	\$ <u>2,195,605</u>
Capital Outlay	\$ 567,253	\$ 1,456,352	\$ 2,180,706	\$ 500,000
Transfer to Other Funds	346,721	500,000	-	-
Restricted Reserves	<u>3,866,311</u>	<u>1,140,581</u>	<u>1,940,605</u>	<u>1,695,605</u>
TOTAL USES	\$ <u>4,780,285</u>	\$ <u>3,096,933</u>	\$ <u>4,121,311</u>	\$ <u>2,195,605</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

FIRE IMPACT FEE FUND

This fund was established to account for the impact fees collected to fund the additional capital costs necessary to support additional fire personnel due to new development growth including capital equipment and facilities.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Fire Impact				
Fees	\$ 20,401	\$ -	\$ 320,000	\$ 250,000
Interest Earnings	165	-	1,000	1,000
Fund Balance Carryover	<u>-</u>	<u>-</u>	<u>20,566</u>	<u>341,566</u>
TOTAL SOURCES	\$ <u>20,566</u>	\$ <u>-</u>	\$ <u>341,566</u>	\$ <u>592,566</u>
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Transfer to Other				
Funds	-	-	-	-
Restricted Reserves	<u>20,566</u>	<u>-</u>	<u>341,566</u>	<u>592,566</u>
TOTAL USES	\$ <u>20,566</u>	\$ <u>-</u>	\$ <u>341,566</u>	\$ <u>592,566</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

POLICE IMPACT FEE FUND

This fund was established to account for the impact fees collected to fund the additional capital costs necessary to support additional police personnel due to new development growth including capital equipment and facilities.

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Police Impact Fees	\$ 20,172	\$ -	\$ 295,000	\$ 250,000
Interest Earnings	153	-	2,500	2,500
Fund Balance Carryover	<u>-</u>	<u>-</u>	<u>20,325</u>	<u>317,825</u>
TOTAL SOURCES	\$ <u>20,325</u>	\$ <u>0</u>	\$ <u>317,825</u>	\$ <u>570,325</u>
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Transfer to Other Funds	-	-	-	-
Restricted Reserves	<u>20,325</u>	<u>-</u>	<u>317,825</u>	<u>570,325</u>
TOTAL USES	\$ <u>20,325</u>	\$ <u>-</u>	\$ <u>317,825</u>	\$ <u>570,325</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

POLICE 2ND DOLLAR ASSESSMENT FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Police Education Fines	\$ 20,330	\$ 18,000	\$ 18,000	\$ 18,000
Fund Balance Carryover	<u>51,071</u>	<u>31,651</u>	<u>31,651</u>	<u>21,946</u>
TOTAL SOURCES	\$ <u>71,401</u>	\$ <u>49,651</u>	\$ <u>49,651</u>	\$ <u>39,946</u>
Operating Costs	\$ 13,892	\$ 27,705	\$ 27,705	\$ 32,705
Unrestricted Reserves	<u>57,509</u>	<u>21,946</u>	<u>21,946</u>	<u>7,241</u>
TOTAL USES	\$ <u>71,401</u>	\$ <u>49,651</u>	\$ <u>49,651</u>	\$ <u>39,946</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

JUSTICE ASSISTANCE GRANT FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Federal Grant	\$ 80,508	\$ 78,114	\$ 29,974	\$ 27,549
Transfer from General Fund	296,935	310,322	310,322	312,747
TOTAL SOURCES	\$ <u>377,443</u>	\$ <u>388,436</u>	\$ <u>340,296</u>	\$ <u>340,296</u>
Personal Services	\$ 384,075	\$ 388,436	\$ 340,296	\$ 340,296
Operating Costs	53,351			
TOTAL USES	\$ <u>437,426</u>	\$ <u>388,436</u>	\$ <u>340,296</u>	\$ <u>340,296</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

STATE LAW ENFORCEMENT TRUST FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Forfeiture Proceeds	\$ 38,167	\$ -	\$ 103,000	\$ -
Interest Earnings	11,260	1,500	2,547	1,500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	<u>230,799</u>	<u>390,499</u>	<u>207,937</u>	<u>181,752</u>
TOTAL SOURCES	\$ <u>280,226</u>	\$ <u>391,999</u>	\$ <u>313,484</u>	\$ <u>183,252</u>
Operating Costs	\$ 72,289	\$ 22,800	\$ 131,732	\$ 24,800
Unrestricted Reserves	<u>207,937</u>	<u>369,199</u>	<u>181,752</u>	<u>158,452</u>
TOTAL USES	\$ <u>280,226</u>	\$ <u>391,999</u>	\$ <u>313,484</u>	\$ <u>183,252</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

FEDERAL LAW ENFORCEMENT TRUST FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Forfeiture Proceeds	\$ -	\$ -	\$ -	\$ -
Interest Earnings	9,471	500	-	500
Fund Balance Carryover	<u>53,270</u>	<u>53,270</u>	<u>62,741</u>	<u>62,741</u>
TOTAL SOURCES	\$ <u>62,741</u>	\$ <u>53,770</u>	\$ <u>62,741</u>	\$ <u>63,241</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves	<u>62,741</u>	<u>53,770</u>	<u>62,741</u>	<u>63,241</u>
TOTAL USES	\$ <u>62,741</u>	\$ <u>53,770</u>	\$ <u>62,741</u>	\$ <u>63,241</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SCHOOL CROSSING GUARD TRUST FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Fines	\$ 23,577	\$ 3,600	\$ 3,600	\$ 3,600
Interest Earnings	258	50	-	50
Fund Balance Carryover	<u>22,199</u>	<u>-</u>	<u>34,256</u>	<u>-</u>
TOTAL SOURCES	\$ <u>46,034</u>	\$ <u>3,650</u>	\$ <u>37,856</u>	\$ <u>3,650</u>
Operating Costs	\$ 0	\$ -	\$ -	\$ -
Transfer to Other Funds	11,778	3,650	37,856	3,650
Unrestricted Reserves	<u>34,256</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>46,034</u>	\$ <u>3,650</u>	\$ <u>37,856</u>	\$ <u>3,650</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

TREASURY FORFEITURE FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Forfeiture Proceeds	\$ 694	\$ -	\$ -	\$ -
Interest Earnings	2,171	500	500	500
Transfer From Sales Tax	-	-	-	-
Fund Balance Carryover	<u>312,739</u>	<u>312,739</u>	<u>315,604</u>	<u>316,104</u>
TOTAL SOURCES	\$ <u>315,604</u>	\$ <u>313,239</u>	\$ <u>316,104</u>	\$ <u>316,604</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Unrestricted Reserves	<u>315,604</u>	<u>313,239</u>	<u>316,104</u>	<u>316,604</u>
TOTAL USES	\$ <u>315,604</u>	\$ <u>313,239</u>	\$ <u>316,104</u>	\$ <u>316,604</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

CHARTER SCHOOL FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Intergovernmental				
Revenue	\$ 2,852,931	\$ -	\$ -	\$ -
Rents	165,318	-	-	-
Sale of Fixed Asset	10,400,000			
Interest Earnings	147,035	-	-	-
Fund Balance Carryover	<u>3,026,976</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	\$ <u>16,592,260</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
Professional Services	\$ 4,235,061	\$ -	\$ -	\$ -
Other Operating Costs	-	-	-	-
Capital Outlay	-	-	-	-
Transfers to Other Funds	12,357,199	-	-	-
Unrestricted Reserves	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>16,592,260</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

UTILITY TAX FUND

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

Utility Tax Revenue:

Electric	\$	4,772,970	\$	4,948,083	\$	4,948,083	\$	4,948,083
Telephone		2,297,276		2,275,000		2,275,000		2,275,000
Water		652,439		625,000		625,000		625,000
Natural Gas		130,372		150,000		150,000		150,000
Propane Gas		153,566		185,000		185,000		185,000
Fund Balance Carryover		<u>605,017</u>		<u>575,017</u>		<u>692,593</u>		<u>662,593</u>
TOTAL SOURCES	\$	<u>8,611,640</u>	\$	<u>8,758,100</u>	\$	<u>8,875,676</u>	\$	<u>8,845,676</u>
Bad Debt Expense	\$	0	\$	30,000	\$	30,000	\$	30,000
Transfer to General Fund		7,919,047		8,183,083		8,183,083		8,183,083
Unrestricted Reserves		<u>692,593</u>		<u>545,017</u>		<u>662,593</u>		<u>632,593</u>
TOTAL USES	\$	<u>8,611,640</u>	\$	<u>8,758,100</u>	\$	<u>8,875,676</u>	\$	<u>8,845,676</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION SALES TAX BONDS FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Local Option Sales Tax Fund	\$ <u>2,165,023</u>	\$ <u>2,161,857</u>	\$ <u>2,161,857</u>	\$ <u>2,161,857</u>
TOTAL SOURCES	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,161,857</u></u>	\$ <u><u>2,161,857</u></u>	\$ <u><u>2,161,857</u></u>
Debt Service - Due 10/1	\$ 1,895,000	\$ 1,895,000	\$ 1,895,000	\$ 1,950,000
Debt Service - Current	<u>270,023</u>	<u>270,023</u>	<u>270,023</u>	<u>211,857</u>
TOTAL USES	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,165,023</u></u>	\$ <u><u>2,161,857</u></u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LOCAL OPTION GAS TAX NOTES FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Local Option Gas Tax Fund	\$ <u>290,841</u>	\$ <u>294,385</u>	\$ <u>294,385</u>	\$ <u>297,660</u>
TOTAL SOURCES	\$ <u><u>290,841</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>297,660</u></u>
Debt Service - Due 10/1	\$ 265,420	\$ 272,192	\$ 272,192	\$ 278,830
Debt Service - Current	<u>25,421</u>	<u>22,193</u>	<u>22,193</u>	<u>18,830</u>
TOTAL USES	\$ <u><u>290,841</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>294,385</u></u>	\$ <u><u>297,660</u></u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

COMMUNITY REDEVELOPMENT NOTES FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Community Redevelopment Fund	\$ <u>313,928</u>	\$ <u>313,928</u>	\$ <u>331,903</u>	\$ <u>344,175</u>
TOTAL SOURCES	\$ <u><u>313,928</u></u>	\$ <u><u>313,928</u></u>	\$ <u><u>331,903</u></u>	\$ <u><u>344,175</u></u>
 Debt Service - Due 10/1	 \$ 281,964	 \$ 303,451	 \$ 303,451	 \$ 319,587
Debt Service - Current	<u>31,964</u>	<u>28,452</u>	<u>28,452</u>	<u>24,588</u>
TOTAL USES	\$ <u><u>313,928</u></u>	\$ <u><u>331,903</u></u>	\$ <u><u>331,903</u></u>	\$ <u><u>344,175</u></u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SERIES 2016 BONDS FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Transfer from Community Redevelopment Fund	\$ 235,603	\$ 235,463	\$ 235,604	\$ 235,267
Transfer from Local Option Gas Tax Fund	613,400	616,600	613,400	618,800
Transfer from Local Option Sales Tax Fund	1,009,729	1,009,129	1,009,728	1,008,289
Transfer from Mobility Fee Fund	437,549	437,289	437,550	436,925
Transfer from General Fund	-	-	-	-
Fund Balance Carryover	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>15,230</u>
TOTAL SOURCES	\$ <u>2,313,710</u>	\$ <u>2,315,910</u>	\$ <u>2,313,711</u>	\$ <u>2,314,511</u>
Debt Service - Due 10/1	\$ 1,558,140	\$ 1,576,740	\$ 1,576,740	\$ 1,594,641
Debt Service - Current	738,141	721,741	721,741	704,641
Restricted Reserves	<u>17,429</u>	<u>17,429</u>	<u>15,230</u>	<u>15,229</u>
TOTAL USES	\$ <u>2,313,710</u>	\$ <u>2,315,910</u>	\$ <u>2,313,711</u>	\$ <u>2,314,511</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SERIES 2022 BONDS FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Transfer from Community Redevelopment Fund	\$ 412,992	\$ 412,992	\$ 412,992	\$ 412,992
Transfer from Local Option Gas Tax Fund	33,684	33,684	33,684	33,684
Transfer from Local Option Sales Tax Fund	370,524	736,364	736,364	736,364
Transfer from Solid Waste Fund	-	205,785	205,785	205,785
Proceeds from Notes	-	-	-	-
Fund Balance Carryover	<u>3,245,080</u>	<u>-</u>	<u>2,689,130</u>	<u>2,689,130</u>
TOTAL SOURCES	\$ <u>4,062,280</u>	\$ <u>1,388,825</u>	\$ <u>4,077,955</u>	\$ <u>4,077,955</u>
Debt Service - Due 10/1	\$ 904,075	\$ 1,388,825	\$ 1,388,825	\$ 1,388,825
Debt Service - Current	469,075	-	-	-
Other Debt Svc Costs	-	-	-	-
Other Financing Uses	-	-	-	-
Restricted Reserves	<u>2,689,130</u>	<u>-</u>	<u>2,689,130</u>	<u>2,689,130</u>
TOTAL USES	\$ <u>4,062,280</u>	\$ <u>1,388,825</u>	\$ <u>4,077,955</u>	\$ <u>4,077,955</u>

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

SERIES 2024 BONDS FUND

In October 2024, the City issued Revenue Refunding Bonds of \$76,750,000 to fund the construction of various projects totaling \$62,750,000 and \$14,000,000 for various CRA projects. Annual debt service payments are being paid for via a transfer from the funds listed below.

<u>ACCOUNT</u>	<u>ACTUAL FY 2024</u>	<u>ADJUSTED BUDGET FY 2025</u>	<u>ESTIMATE FY 2025</u>	<u>BUDGET FY 2026</u>
Transfer from Community Redevelopment Fund	\$ -	\$ -	\$ -	\$ 848,378
Transfer from Local Option Sales Tax Fund	-	-	-	2,811,050
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 3,659,428
Debt Service - Due 10/1	\$ -	\$ -	\$ -	\$ 1,897,214
Debt Service - Current	-	-	-	1,762,214
Restricted Reserves	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 3,659,428

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Cost Allocations:				
General Fund	\$ 2,488,643	\$ 2,810,101	\$ 2,807,369	\$ 3,301,298
Central Services	212,048	229,063	229,063	308,587
Airport	38,656	42,399	42,399	49,494
Stormwater Utility	212,618	224,593	224,593	246,112
Solid Waste	177,003	201,830	201,830	228,612
Local Option Gas Tax	44,774	56,048	56,049	53,660
Building	60,594	74,296	74,296	95,737
Community Development				
Block Grant	1,500	1,643	1,643	-
Other Funds	8,486	4,310	4,310	1,584
Interest Earnings	218,636	25,000	175,000	100,000
Recoveries	312,148	210,000	375,000	350,000
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	1,921,077	1,144,891	1,510,733	662,666
TOTAL SOURCES	\$ 5,696,183	\$ 5,024,174	\$ 5,702,285	\$ 5,397,750
Charges by Other				
Funds	\$ 233,804	\$ 238,345	\$ 238,345	\$ 247,878
Operating Cost	263,052	658,556	598,556	736,155
Capital Outlay	149,326	12,720	38,599.00	48,200
Workers Comp Premium				
Workers Comp Claims	608,410	750,000	750,000	750,000
General & Auto Premium	2,176,768	2,606,092	2,606,092	2,771,345
Liability Claims	754,090	748,027	808,027	800,000
Unrestricted Reserves	1,510,733	10,434	662,666	44,172
TOTAL USES	\$ 5,696,183	\$ 5,024,174	\$ 5,702,285	\$ 5,397,750

**CITY OF KISSIMMEE
2026 ANNUAL BUDGET**

HEALTH SELF INSURANCE FUND

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

ACCOUNT	ACTUAL FY 2024	ADJUSTED BUDGET FY 2025	ESTIMATE FY 2025	BUDGET FY 2026
Cost Allocations:				
General Fund	\$ 7,238,166	\$ 7,834,144	\$ 7,834,144	\$ 9,935,425
Central Services	594,163	621,735	621,735	749,195
Airport	109,406	142,770	142,770	187,906
Stormwater Utility	436,762	459,409	459,409	524,747
Sanitation	371,054	420,623	420,623	532,826
Local Option Gas Tax	128,600	127,852	127,852	217,995
Building	359,498	402,980	402,890	511,528
Community Development				
Block Grant	37,616	39,748	39,748	41,842
Other Funds	90,687	27,922	27,922	45,513
Dependent Coverage	1,098,848	1,149,800	1,149,800	1,160,640
Interest Earnings	33,495	-	-	-
Retiree/COBRA	269,230	217,632	242,000	242,722
Contributions				
Miscellaneous Revenue	6,500	-	-	-
Transfer from General Fund	-	-	500,000	850,000
Fund Balance Carryover	919,071	704,089	208,833	57,556
TOTAL SOURCES	\$ 11,693,096	\$ 12,148,704	\$ 12,177,726	\$ 15,057,895
Professional Services	\$ 2,073,297	\$ 2,420,771	\$ 2,420,771	\$ 2,841,800
Other Operating Costs	290,534	299,399	299,399	299,475
Health Claims	9,120,432	9,400,000	9,400,000	11,883,000
Capital Outlay	-	-	-	-
Unrestricted Reserves	208,833	28,534	57,556	33,620
TOTAL USES	\$ 11,693,096	\$ 12,148,704	\$ 12,177,726	\$ 15,057,895

FIVE YEAR PERSONNEL RECAP

DEPARTMENT	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>CHANGE</u>
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	16	15	15	15	15	-
Economic Development	-	5	5	5	5	-
Finance	14	14	14	15	15	-
Development Services	17	19	19	19	19	-
Police	236	250	253	256	264	8
Fire	113	120	139	141	182	41
Public Works	36	40	40	42	44	2
Parks & Recreation	70	72	73	75	75	-
Human Resources	10	10	11	12	12	-
TOTAL GENERAL FUND	<u>522</u>	<u>555</u>	<u>579</u>	<u>590</u>	<u>641</u>	<u>51</u>
Stormwater Utility	35	36	35	36	38	2
Solid Waste	29	29	30	29	29	-
Airport	8	9	9	9	9	-
Central Services	41	42	45	48	49	1
Local Option Gas Tax	12	14	13	13	13	-
Building	21	22	26	29	30	1
Community Dev Block Grant	4	5	4	4	4	-
Justice Assistance Grant	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>-</u>
TOTAL FULL-TIME	675	715	744	761	816	55
All Other Positions:						
City Manager	-	-	1	0	0	-
Police :						-
Auxiliary Officer	5	5	5	5	5	-
Other	7	8	9	8	15	7
Fire	2	2	2	2	2	-
Public Works	2	1	1	1	1	-
Parks & Recreation	96	94	94	95	95	-
Human Resources	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>-</u>
TOTAL GENERAL FUND	<u>114</u>	<u>113</u>	<u>115</u>	<u>114</u>	<u>121</u>	<u>7</u>
HOME/SHIP	-	-	-	-	-	-
Community Dev Block Grant	<u>-</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>-</u>
TOTAL ALL OTHER	114	118	120	119	126	7
TOTAL POSITIONS	<u>789</u>	<u>833</u>	<u>864</u>	<u>880</u>	<u>942</u>	<u>62</u>

ITEM 5.B

Public Hearing - Annual Red Light Camera Report Presentation and Discussion

Request

To present the annual red light camera report at a public hearing to the Commission as required by Florida State Statute.

Explanation

Pursuant to Florida Statute 316.0083, a municipality that operates one or more traffic infraction detectors within the jurisdiction must present the program's annual report to the governing body or Commission. The attached report covers the Police Department's red light camera data from July 1, 2024, through June 30, 2025. The law prevents the presentation from being part of the consent agenda and requires an opportunity for discussion and public comment.

Recommendation

Conduct a public hearing concerning red light camera annual report.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Police

Presenter: Michael Tilton

Attachment(s):

1. Red Light Camera Commission PP Sept 2025
2. Kissimmee 2025 RLC Intersection Location Table

CITY OF KISSIMMEE POLICE

Annual Red Light Camera Report Presentation



Florida State Statute 316.0083

- Modifications were made to the statute in July 2024.
- Municipalities with Red Light Camera programs must present the annual report statistics to the Commission.
- Report covers data from July 1, 2024 through June 30, 2025.



Red Light Cameras (10 Intersections / 19 cameras total)

- Main / Neptune (2 Cameras since 2012)
- Thacker and Vine (2 Cameras since 2012)
- Dyer and Vine (1 Camera since 2012)
- Bass and Vine (1 Camera since 2012)
- John Young and Vine (3 Cameras since 2012)



Red Light Cameras (10 Intersections / 19 cameras total)

- Emmett and John Young (1 Camera since 2012)
- Carroll and John Young (2 Cameras since 2012)
- Michigan and Osceola (2 Cameras since 2012)
- Michigan and Vine (2 Cameras since 2012, 1 in 2017)
- Main and Vine (2 Cameras in 2018)



Red Light Camera Statistics

- 35,565 Notices of Violation (NOVs) were issued
- 21,570 NOVs were paid
- 26 NOVs were contested (12 of the contested NOVs were pending final outcome as of June 30, 2024)
- 6 contested NOVs were upheld
- 8 contested NOVs were dismissed
- 9345 Uniform Traffic Citations (UTCs) were issued



Red Light Camera Statistics (Continued)

- Revenue during reporting period: \$2,248,811.44
 - Cash Receipts/Payments (Redflex / Verra): \$627,119.65 / \$1,003,878.13
 - Cash Receipts/Payments (UTC): \$493,694.41
- Expenses
 - Camera: \$933,410.21
 - Convenience Fees: \$16,531.90
 - Municipal Clerk (Salary and Benefits): \$74,960.87
 - Municipal Clerk (Operating Expenses): \$1,622.29
 - Police Officer (Salary and Benefits): \$102,289.70
- Net Proceeds: \$1,119,996.47
- All Red Light Camera Program proceeds are allocated toward roadway improvements and resurfacing. The entire proceeds pay for a portion of the City's street projects to enhance the safety of our roadways.



Questions or Comments?

Annual Red Light Camera Report Presentation





Thanks!



kissimmee.gov/police

[@kissimmeepolice](https://twitter.com/kissimmeepolice)

Red Light Camera & Intersection Info

Jurisdiction: Ki

Jurisdiction Camera #	FLHSMV Camera #	Camera Information			
		Dates of Operation		Jurisdiction Intersection #	FLHSMV Intersection #
		Turn on Date	Turn off Date		
KIS-MANE-01	KIS001	01/31/12	Present	1	KIS_01_01
KIS-MANE-02	KIS002	01/31/12	Present	1	KIS_01_02
KIS-19TH-01	KIS003	05/31/12	Present	2	KIS_02_03
KIS-TH19-01	KIS004	05/31/12	Present	2	KIS_02_04
KIS-19DY-01	KIS005	06/14/12	Present	3	KIS_03_05
KIS-19BA-01	KIS006	07/05/12	Present	4	KIS_04_06
KIS-19JY-01	KIS007	07/17/12	Present	5	KIS_05_07
KIS-JY19-01	KIS008	07/17/12	Present	5	KIS_05_08
KIS-EMJY-01	KIS009	08/31/12	Present	6	KIS_06_09
KIS-CAJY-01	KIS010	10/01/12	Present	7	KIS_07_10
KIS-CAJY-02	KIS011	10/01/12	Present	7	KIS_07_11
KIS-MIOS-01L	KIS012	10/01/12	Present	8	KIS_08_12
KIS-OSMI-01L	KIS013	10/01/12	Present	8	KIS_08_13
KIS-JY19-02	KIS014	11/30/12	Present	5	KIS_05_14
KIS-19MI-01L	KIS015	12/19/12	Present	9	KIS_09_15
KIS-MI19-01	KIS016	12/19/12	Present	9	KIS_09_16
KIS-19MI-02	KIS017	07/10/17	Present	9	KIS_09_17
KIS-VIMA-01	KIS018	02/01/18	Present	10	KIS_10_18
KIS-VIMA-02	KIS019	02/01/18	Present	10	KIS_10_19

Information Table

Issimmee 2025

Intersection Location Information			
Streets Making Up Intersection		GPS Coordinates - 6 Decimals	
Street	Cross Street	Latitude	Longitude
Main St	SB Neptune Rd	28.295946	-81.403588
Main St	NB Neptune Rd	28.295347	-81.404212
WB US 192/Vine St	N. Thacker Rd	28.304628	-81.423769
SB N. Thacker Rd	US 192/Vine St	28.304841	-81.424384
EB US 192/Vine St	Dyer Rd	28.30435	-81.437169
WB US 192/Vine St	N. Bass Rd	28.304028	-81.456968
EB US 192/Vine St	John Young Pkwy	28.304369	-81.416441
NB John Young Pkwy	US 192/Vine St	28.303978	-81.415786
WB W. Emmett St	John Young Pkwy (US	28.291858	-81.415757
EB W. Carroll St	N. John Young Pkwy	28.326004	-81.416685
WB W. Carroll St	N. John Young Pkwy	28.326332	-81.415579
NB Michigan Ave.	E. Osceola Pkwy	28.340108	-81.387753
E. Osceola Pkwy	Michigan Ave.	28.340741	-81.387232
SB John Young Pkwy	US 192/Vine St	28.304973	-81.416212
EB US 192 (SR 530)/E. Vine	Michigan Ave.	28.304132	-81.391859
SB Michigan Ave.	US 192 (SR 530)/E. Vine St	28.304834	-81.391494
WB US 192 (SR 530)/E. Vine	Michigan Ave.	28.304551	-81.3907
US 192/EB Vine St	Main St.	28.304338	-81.404205
US 192/WB Vine St	Main St.	28.30461	-81.403094

ITEM 7.A**Approval of City Commission Minutes from the September 3, 2025 meeting****Request**

Approval of the September 3, 2025 commission meeting minutes.

Explanation

Minutes of the commission meeting held on September 3, 2025, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) CCM MIN SEP 03 2025



MEETING MINUTES
SESSION OF THE CITY COMMISSION (1ST BUDGET HEARING)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, SEPTEMBER 3, 2025, AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, 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

Members Absent: Commissioner Carlos Alvarez III

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 of the Month for September

Staff requests that the City Commission join the City Manager in recognizing John Behrendt of the Airport Department as the Employee of the Month for September.

City Manager Steigerwald introduced John Behrendt of the Airport Department and reviewed the qualities and attributes which led to their 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.

3.B Swearing In of Six New Firefighters

Staff request that our six new employees be sworn in as City of Kissimmee firefighters.

Fire Chief Walls administered the Oath of Office to firefighters' Teddy McCall, Daniel Debrecht, Lauren Diver, Cameron Green, Laedan Yeye Bile, and Otto Drozd.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #25-15 - Utilizing Public-Private Partnerships (P3)

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, PROVIDING FOR A POLICY FOR UTILIZING PUBLIC-PRIVATE PARTNERSHIPS (P3) BY AMENDING THE CODE OF ORDINANCES, CITY OF KISSIMMEE, FLORIDA, ARTICLE VI, FINANCE and TAXATION, CREATING A CHAPTER GOVERNING PUBLIC-PRIVATE PARTNERSHIPS (P3); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approval of the Second and Final Reading of the Proposed Ordinance #25-15, providing for a policy utilizing Public-Private Partnerships (P3). Adoption of the corresponding P3

Review Fee schedule.

City Attorney Sanchez de Fuentes read Ordinance #3122 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady moved to adopt Ordinance #3122 and the accompanying Resolution #15-2025. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance #25-16 - Amending the Affordable Housing Advisory Committee (AHAC) Membership and Term Requirements

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 18 COMMUNITY RELATIONS, ARTICLE II, HOUSING, DIVISION 3, AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING SECTION 18-66 TO MODIFY COMMITTEE MEMBERSHIP; AMENDING SECTION 18-67 TO INCLUDE TERM AND TERM LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance #25-16

City Attorney Sanchez de Fuentes read Ordinance #3123 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez moved to adopt Ordinance #3123. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

Adopt a resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

CRA Manager Samia Singleton reviewed the resolution details. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution #16-2025. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

5.B Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2025-2026

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of \$310,308,019 for Fiscal Year 2025-2026

City Manager Steigerwald reviewed the tentative budget which includes 941 fulltime employees with no increase to the millage for the seventeenth year in a row. He also explained that the tentative budget includes changes discussed at the July Budget Workshop.

City Attorney Sanchez de Fuentes read Resolution #17-2025 by title. Mayor Espinosa announced the Public Hearing and opened the floor for public comment. Comment cards ("Exhibit A") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the item. Comment was received on the need to educate the community on the legislative discussions that propose eliminating property taxes and the impact that would have on city services.

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution #17-2025. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

City Attorney Sanchez de Fuentes read Resolution #18-2025 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution #18-2025. Commissioner Ortiz seconded the motion.

Motion carried 4 - 0.

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

Mayor Espinosa opened the floor for public comment (Exhibit "A"). In response to the comment on enforcement of e-bikes and vehicle noise, City Manager Steigerwald confirmed the tentative budget authorizes four new police officer positions to be placed in a new downtown unit.

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.*

Mayor Espinosa made a motion to approve the Consent Agenda in its entirety minus item 7.B. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the August 19, 2025 meeting and August 25, 2025 workshop

Approval of the August 19, 2025 and August 25, 2025 commission meeting and workshop minutes.

- 7.B Business Boost 2.0 - Career Source Agreement Implementing UPSKILL Kissimmee
Approve Contract 20250359 between the City and Career Source of Central Florida to implement UPSKILL Kissimmee, facilitating training and job placement assistance.
- Item was removed from consent and placed on discussion.
- 7.C Reclassification of Funding Sources
Request to reclass Charter School proceeds to the Convention Center Project and designate Series 2024A Proceeds to the Road Paving Project.
- 7.D Armored Vehicle Purchase from Lenco
Approval to make an advanced purchase of a new armored vehicle in FY25/26 (Contract #20250350).
- 7.E Acceptance of the State Housing Initiatives Partnership Funding for Fiscal Year 2025-2026
Acceptance of the State Housing Initiatives Partnership (SHIP) Program annual funding in the amount of \$595,832 (Grant # SHIP25).
- 7.F Change Order #2 to Increase the Funding Amount and Extend the Completion Deadline for the Rehabilitation of 814 Robinson Street
Approve Change Order #2, contract number #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 814 Robinson Street.
- 7.G Construction of Hill Street Sidewalk Extension Project
Approval of Task Work Order No. 5 with American Persian Engineering, Inc. (APEC) (Contract #20240056) to complete the construction of the Hill Street Sidewalk Extension Project in the amount of \$233,448.12 from the Gas Tax Fund, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.
- 7.H Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.I Acceptance of Grant Funding and Approval to Procure Skydio Drones
Approval to purchase eight (8) American-made Skydio drones and accept a grant from the Florida Department of Law Enforcement (FDLE) to reimburse the City up to \$200,000 for the purchase. (Grant #PDDRONE25)
- 7.J Lease Agreement Gentlemen's Quarters of Kissimmee, Inc. for 1021 W. Oak Street
Approval of a Lease Agreement with Gentleman's Quarters of Kissimmee, Inc. d/b/a Uniform Outfitters for the expansion and consolidation of Suites D & E at 1021 W. Oak Street (Contract #20230126)
- 7.K Site Access Agreement with Skyview Kissimmee Hotel Development, LLC for Toho Square Site
Approval of a Site Access Agreement with Skyview Kissimmee Hotel Developer, LLC, related to proposed site development activities (Contract # 20250355)

8. DISCUSSION ITEMS

7.B. Business Boost 2.0 - Career Source Agreement Implementing UPSKILL Kissimmee

The Mayor and City Manager discussed the Business Boost 2.0 project, which allocates \$1 million to support local small businesses and reviewed the project details. It was clarified that the program is open to all city businesses, not just those in the CRA.

Commission consensus to advertise and open the application portal for September 15th to

allow for small business grant assistance and to hold off on contracts with Career Source and UCF Incubator.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY
REDEVELOPMENT AGENCY BOARD

- 8.A (VSCRA) Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for the Fiscal Year 2025-2026
Approve the Resolution to adopt the Vine Street Community Redevelopment Agency fiscal year 2025-2026 budget.

CRA Manager Samia Singleton reviewed the CRA projects outlined in the budget. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Eady made a motion to approve the Public Hearing and adopt CRA Resolution #01-2025. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

- 8.B (DKCRA) Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for the Fiscal Year 2025-2026
Approve the Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency fiscal year 2025-2026 budget.

CRA Manager Samia Singleton reviewed the CRA projects outlined in the budget. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Martinez made a motion to approve the Public Hearing and adopt CRA Resolution #02-2025. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

- 8.C (DKCRA) Holiday Lighting Agreement with We Hang Christmas Lights for FY 2025-2026
Request to approve the first renewal to the Agreement, contract #20250096, between the Downtown Kissimmee CRA and We Hang Christmas Lights and authorize the Economic Development Director to add any additional services to the scope of work not to exceed \$10,000.

Redevelopment Planner Benjamin Burnett reviewed the contract details; City Manager Steigerwald confirmed it covers holiday lighting for public properties and facilities.

Board Member Eady made a motion to approve. Board Member Martinez seconded the motion.

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND
RECONVENES AS THE CITY COMMISSION

- 8.D Advisory Board Vacancy: Affordable Housing Advisory Committee
The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

Mayor Espinosa made a motion to appoint Jesse Boyd to the Affordable Housing Advisory Committee. Commissioner Martinez seconded the motion.

Motion carried 4 - 0

8.E Amendment to Commission Travel Policy

Approval of an amendment to the Commission Travel Policy.

City Manager Steigerwald reviewed the proposed modifications to the commission travel policy that would no longer require board approval.

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

Motion carried 4 - 0.

8.F Development Project Updates

Staff will provide the Commission with an update on the status of major development projects in progress.

City Manager Steigerwald provided a detailed update on each project that was attached to the agenda item.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the commission about the Haven on Vine renovation kick-off ceremony scheduled for September 4th.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez highlighted Lisandra Roman's business. Commissioner Ortiz met with individuals who will be presenting a branding proposal to be heard at the October 27th workshop. Commissioner Eady discussed the need for the city to shift our focus from downtown to Vine Street, as it also needs our attention.

Mayor Espinosa discussed a planned helicopter ride with Chief Walls and suggested extending the invitation to all commissioners, with media and influencer coverage and highlighted a recent visit with the Puerto Rican Cultural Center. Regarding holiday lighting, Redevelopment Planner Benjamin Burnett provided an update, noting the contract is being finalized and will fall within the City Manager's signing authority.

The commission also discussed qualifications for future candidates. City Attorney Sanchez de Fuentes noted that any changes to the charter would require an ordinance first and a ballot initiative next year; in the meantime, the city can revise the current resolution outlining the proof of residency requirements. City Clerk Tameara Crespo clarified that candidates must reside within city limits for 12 months prior to qualifying, beginning in June 2025 to be eligible for the 2026 election.

The Commission reviewed a recent conditional use matter handled by the Planning Advisory Board (PAB) and discussed the matter with Development Services Director Craig Holland. Concerns were raised about inconsistent food truck regulations, prompting suggestions to revise the ordinance, reconsider the PAB's authority on such matters, and possibly establish a moratorium to pause new applications.

Tom and Kristy Kapp, 14 W. Neptune Rd, Kissimmee, FL spoke on the matter, citing a personal experience when they requested a food truck.

Mayor Espinosa made a motion for staff to revise the relevant sections of the Land Development Code to require conditional uses to come before the city commission, to revise the section of the City Code related to outdoor vendors and special event permits for food trucks and to implement an immediate moratorium on new applications for special event permits for food trucks until such time as the new ordinance is adopted. Commissioner Ortiz seconded the motion.

AYE: Commissioner Eady, Mayor Espinosa, Commissioner Ortiz

NAY: Commissioner Martinez

Motion carried 3 - 1.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 8:03 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK



PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 8/3/25

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

NAME: TGM LAPP

ADDRESS: 14 W NORTHER 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: 9/3/2025
AGENDA ITEM #: 5 B OR NON-AGENDA TOPIC: (5B)
NAME: Jeremy Ficker
ADDRESS: 120 Broadway Ste 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:

- 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
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ITEM 7.B**Annual Advisory Board Reappointments with Terms Ending September 30, 2025****Request**

The Commission is requested to reappoint and provide ministerial approval for board members with terms ending September 30, 2025.

Explanation

The following board member terms are expiring September 30, 2025, and are seeking reappointment. The Fire Pension Board through its ministerial process, has recommended Board Member Dan Gargaguso for reappointment. If approved, all members will be reappointed to serve a new two (2) year term.

Board Member:	Advisory Board:	New Board Term Expires:
Dan Garaguso, Jr.	Fire Pension Board	09/30/2027
Reginald Hardee	Fire Pension Board	09/30/2027
Carlynn Rothery	Police Pension Board	09/30/2027

Recommendation

The Commission reappoint and provide ministerial approval for board members with terms ending September 30, 2025.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.C

Consent to Sub-Lease Between Sunstate Aviation Holdings, LLC and Integrity Aero, LLC

Request

Approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Integrity Aero, LLC, contract number 20240223.

Explanation

Sunstate Aviation Holdings, LLC, has a current ground rental lease at Kissimmee Gateway Airport (ISM) to operate limited commercial aviation services. Integrity Aero LLC is an aircraft avionics company and wishes to provide avionic technician services at Kissimmee Gateway Airport, utilizing the Sunstate facilities as a subtenant.

Recommendation

Approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Integrity Aero, LLC

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Consent to Sublease between Sunstate Aviation Holdings, LLC + Integrity Aero, LLC

AGREEMENT FOR CONSENT TO SUBLEASE

THIS AGREEMENT, dated as of this ____ day of _____, by and between the **City of Kissimmee**, a municipal company, hereinafter called "**City**", SUNSTATE AVIATION HOLDINGS, LLC hereinafter referred to as "**Lessee**," and INTEGRITY AERO, LLC hereinafter referred to as "**Sublessee**".

WITNESSETH:

WHEREAS, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

WHEREAS, pursuant to applicable provisions of that certain Lease Agreement dated FEBRUARY 9TH, 2010, between the City and Lessee, hereinafter referred to as "**Primary Lease**", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "**sublease**", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "**Subleased Space**".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of the subleased premises without prior written consent from the City.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor 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 attorney's fees, including those incurred in appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF KISSIMMEE

ATTEST:

City Clerk

Mayor-Commissioner



LESSEE Signature

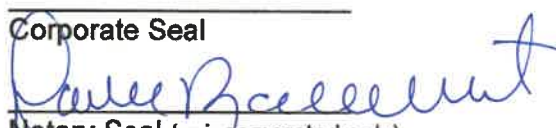
STEVE GRAHAM

Printed Name

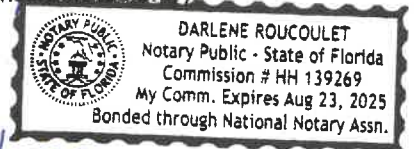
MANAGING MEMBER

Title

Corporate Seal



Notary Seal (unincorporated only)



Approved as to Form and Legality
This ____ day of _____, 20__

By: _____
City Attorney



SUBLESSEE Signature

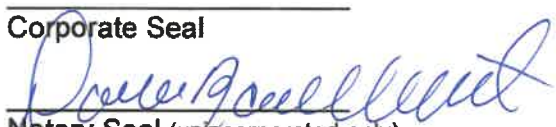
JOHN HYNES

Printed Name

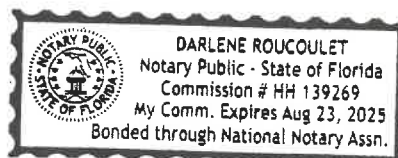
MANAGER

Title

Corporate Seal



Notary Seal (unincorporated only)



KISSIMMEE GATEWAY AIRPORT
SUBLEASE AGREEMENT

THIS KISSIMMEE GATEWAY SUBLEASE AGREEMENT (the "Sublease") is made this 30th day of July, 2025 (the "Commencement Date") by and between **SUNSTATE AVIATION HOLDINGS, LLC** a limited liability company existing by and under the authority of the laws of the State of Florida, whose business address is 3010 Patrick Street, Kissimmee, FL 34741 (the "Lessee" or "Tenant") and **INTEGRITY AERO, LLC** a limited liability company existing by and under the authority of the laws of the State of Florida (the "Sub-Lessee").

WITNESSETH

WHEREAS, the Lessee has entered into that certain Lease Agreement (hereinafter "Primary Lease") dated February 9, 2010, (**Exhibit "A"**) with the City of Kissimmee, a municipal corporation of the State of Florida (hereinafter the "City"), for property at the Kissimmee Gateway Airport, (hereinafter the Leased Premises); and

WHEREAS, the CITY is willing to grant approval of Sublease Agreements, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Primary Lease Agreement with CITY and those terms and conditions are a binding part of this Sublease Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1
LEASED PREMISES

The Lessee hereby subleases to the Sublessee and the Sublessee subleases from the Lessee the Leased Premises consisting of a 10,000 square foot hangar and 200 square feet of office at 3008 Patrick Street, Kissimmee, FL 34741, more particularly described in **Exhibit "B"** which is attached hereto and made a part hereof by reference.

Sublessee acknowledges that the City reserves the right to reduce or otherwise adjust the area included in the Leased Premises as determined by the for construction of Airport Projects, including, but not limited to the future Air Traffic Control Tower construction. If the rent is based on the area of the Leased Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Sublessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "as is" and that the Lessee has made no representations or warranties respecting the suitability thereof for Sublessees purposes and that, except as specifically provided herein, the Lessee has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed or used on the Leased

Premises. Lessee does not warrant the availability of any utilities nor when they might be available.

ARTICLE 2

USE

The Leased Premises and the Facility shall be used by Sublessee for the purpose of conducting Categories "B," "D," "E" and "F" activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Sublessees at Kissimmee Airport. Storage of boats, watercraft, recreational vehicles, campers, and non-aviation materials/equipment/vehicles, unless approved by the Director of Aviation, is not allowed.

ARTICLE 3

TERM

This Sublease term shall commence on August 1st, 2025, and terminate on December 8th, 2028 (the "Term").

In the event Sublessee shall continue to occupy the Leased Premises beyond the Term of this Sublease after Lessee gives written notice to vacate, such holding over shall not constitute a renewal of this Sublease but shall be month-to-month tenancy only. The amount of rent to be paid during this holdover period shall be \$7,000.00 per month.

ARTICLE 4

RENT

4.1. Base Rent; Late Charge; Sales Tax. Commencing on the Commencement Date, Sublessee agrees to pay Lessee \$1.00 per month as base rent (the "Base Rent") for the first year of the Sublease. The Base Rent is due on or before the first day of each and every month during the Term of the Sublease, plus the prorated amount of Base Rent for any partial month if the Commencement Date of this Sublease is other than the first day of the month. In addition, Sublessee shall, during the entire Term of the Sublease, and any renewal terms, be responsible for the payment of Operating Expenses (the Base Rent and Operating Expenses shall be considered Rent as that term is used in Florida Statute Chapter 83 and shall sometimes be collectively referred to as the "Rent"). Unless otherwise expressly provided, all monetary obligations of Sublessee to Lessee under this Sublease, of any type or nature, other than Base Rent, shall be designated as "Additional Rent."

In the event the monthly Rent payment is not paid within five (5) days after it is due, Sublessee agrees to pay a late charge of five (5%) percent of the amount of the payment due. Sublessee further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Lessee and Sublessee as to the estimated compensation for costs and administrative expenses incurred by Lessee due to the

late payment of Rent by Sublessee. Sublessee further agrees that the late charge assessed pursuant to this Sublease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Lessee and Sublessee and may be treated by Lessee as Additional Rent owed by Sublessee. The late charge is not intended to cover Lessee's attorneys' fees and costs relating to delinquent Rent. Acceptance of any late charge shall not constitute a waiver of Sublessee's default with respect to such late payment by nor prevent Lessee from exercising any other rights or remedies available to Lessee under this Sublease. Sublessee shall, together with each payment of Rent, pay to Lessee all sales, use or other taxes pertaining to the Rent which shall be remitted by Lessee to the Florida Department of Revenue or other appropriate taxing authority. No security or guaranty which may now or hereafter be furnished to Lessee for the payment of Rent due hereunder or for the performance by Sublessee of the other terms of this Sublease shall in any way be a bar or defense to any of Lessee's remedies under this Sublease or at law. Sublessee's covenant to pay Rent and all other amounts due under this Sublease (including, without limitation, Base Rent and Additional Rent) is independent of all other covenants contained in this Sublease.

4.2. Ownership, operation, management and maintenance of the Building and Property. By way of explanation and clarification, but not by way of limitation, Operating Expenses will include the costs and expenses incurred for the following: Real Estate Taxes. The term "Real Estate Taxes" shall mean all ad valorem and non-ad valorem taxes, assessments, and other charges by any governmental authority, including real and personal property taxes, transit and other special district taxes, franchise taxes, and solid waste assessments that are imposed on the Building on the Leased Premises or on any part or all of the Leased Premises. If a tax shall be levied against Lessee in substitution in whole or in part for the Real Estate Taxes or otherwise as a result of the ownership of the Leased Premises, then the other tax shall be deemed to be included within the definition of "Real Estate Taxes." "Real Estate Taxes" shall also include all costs incurred by Lessee in contesting the amount of the assessment of the Building or Property made for Real Estate Tax purposes, including attorneys', consultants', and appraisers' fees; trash and garbage removal (including dumpster rental) and recycling; security; repairs, maintenance, and alterations of the Leased Premises; amounts paid under easements or other recorded agreements affecting the Leased Premises; improvements required by law; improvements in security systems; landscaping, including fertilization and irrigation supply and maintenance; parking garage and surface parking area maintenance and supply; all utilities servicing the Leased Premises; service and maintenance contracts for the Leased Premises; legal, accounting, and administrative costs; maintenance, repair and replacement of the HVAC systems; and a fuel flowage fee for each gallon of aviation fuel delivered to the Leased Premises each calendar month.

4.3. Base Rental Adjustment. Lessee and Sublessee 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. Commencing on the first anniversary of the Commencement Date (provided such anniversary date falls on the first day of the month, otherwise on the first day of the following month) and each and every anniversary thereafter, the Base Rent shall increase in the same proportion as said price index has increased when compared with the price index with the previous year to the then current year, including the Option Term, if exercised. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

4.4 Payment Without Notice or Demand. The Rent called for in this Sublease shall be paid to Lessee without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction. Sublessee hereby waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Sublease or the Leased Premises or any party thereof, or to any offset, deduction, abatement, suspensions, deferment, diminution or reduction of the Rent on account of any such circumstances or concurrence.

4.5 Place of Payment of Rent. All payments of Rent shall be made and paid by Sublessee to Lessee at 3008 Patrick St, Kissimmee, FL 34741 or at such other place as Lessee may, from time to time, designate in writing to Sublessee. All Rent shall be payable in current legal tender of the United States, as the same is then by law constituted. Any extension, indulgence, or waiver granted or permitted by Lessee in the time, manner or mode of payment of Rent, upon any one (1) or more occasions, shall not be construed as a continuing extension, indulgence or waiver, and shall not preclude Lessee from demanding strict compliance herewith.

ARTICLE 5

OBLIGATIONS OF SUBLESSEE

5.1 Taxes, Assessments and Fees. Sublessee shall, at its own expense and at all times during the term of this Sublease, pay all lawful taxes and assessments and fees levied against the Leased Premises as well as all taxes and assessments levied against the personal property used by Sublessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Sublease shall be construed as a release or waiver on the part of the Lessee of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Sublessee.

5.2 Maintenance and Repair. Sublessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Leased Premises and all improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the Lessee.

5.3 Utilities. Sublessee shall be solely responsible for and pay all charges for utilities to the Leased Premises, including but not limited to all charges pertaining to the providing of sewer, water, gas, electric, and telephone service.

5.3 Trash and Garbage Removal. Sublessee shall maintain the Leased Premises in a safe, neat and slightly 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 of the airport property. Sublessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage and other refuse caused as a result of its operation. Sublessee shall provide and use suitable- covered metal receptacles located in an area designated by Lessee 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.

5.4 Access. Sublessee and their employees and invitees shall, subject to the reasonable rules and regulations of the Lessee and the City, have the right to access, ingress and egress to and from the Leased Premises.

5.5 Security. Sublessee has control access to the Leased Premises and is responsible for limiting access to authorized individuals only. All Sublessee employees and invited persons will ensure gates are secured at all times, to include blocking automatic gates, upon egress and ingress, until the gates are securely closed. Sublessee will comply with all reasonable Lessee requests to preserve and ensure airport perimeter security.

5.6 Minimum Standards/Rules and Regulations. Sublessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the Lessee which now exist or may hereinafter promulgated from time-to-time governing safe conduct on and operations at the Airport and the safe use of its facilities. Sublessee shall be responsible for all expenses in connection with the use of the Leased Premises and exercise of the operating rights granted.

5.7 Non-Discrimination. The Sublessee 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 Sublessee 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 Sublessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Sublessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

5.8 Handling and Storage of Petroleum Products and Other Materials By Sublessee. Sublessee 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 in accordance with all applicable federal, state, local, Lessee, 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 Sublessee, the Sublessee shall be responsible for the cleanup, containment and otherwise abatement of such contamination oat Sublessee's sole

cost and expense. Further, Sublessee shall notify the Lessee and appropriate governmental agency of such occurrence immediately. Should the Sublessee fail to do so, the Lessee may take any reasonable and appropriate action in the Sublessee's stead. The cost of such remedial action by the Lessee shall be paid by the Sublessee.

5.9 Indemnity and Insurance by Sublessee. Sublessee further covenants and agrees that Sublessee shall indemnify and save forever harmless the Lessee from any and all claims for damages of any kind or nature which may hereafter be made against Lessee on account of any personal injuries (including wrongful death) or property damage resulting from the use of the Leased Premises, and for his purpose Sublessee shall procure and maintain in effect for the term of this Sublease, with insurance carriers acceptable to Lessee, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Sublessee's activities and the Leased Premises. Policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Sublessees at Kissimmee Gateway Airport. The Sublessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessee. 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 Lessee as an additional insured as its interests appear. Sublessee shall furnish Lessee with a Certificate of Insurance from the Sublessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessee, shall submit to the Lessee, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessee. 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 Sublease as compared to similar airports.

5.10 Compliance with Law, Rules, and Regulations. Sublessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Sublessee's business and in addition, those rules, ordinances, and regulations of the Lessee not inconsistent with the provisions of this Sublease. Any penalties and costs levied as a result of the Sublessee's breach of any of the above shall be borne by the Sublessee.

ARTICLE 6 OBLIGATIONS OF LESSEE

6.1 Operation As A Public Airport. Sublessee 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 the U.S. Government under the Federal Airport Act.

6.2 Entry and Inspection. Lessee and City 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 Sublessee. The Lessee shall not, during the course of any such inspection, unreasonably interfere with the Sublessees use and enjoyment of the Leased Premises.

6.3 Maintenance By Lessee. Sublessee will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Sublessee as set forth in this Sublease. In no event, however, shall Lessee be required to maintain or repair damage caused by the negligent or willful act of Sublessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Sublessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Sublessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE 7 DAMAGE OR DESTRUCTION OF LEASED PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by the Sublessee so as to adversely affect the Sublessee's use of its exclusive space therein even though not rendering such space unleaseable, such damage shall be promptly repaired with due diligence by the Sublessee at its own cost and expense. If damage caused shall be so extensive as to render the Sublessee's exclusive space unleaseable, but nevertheless capable of being repaired and made unleaseable within a period of sixty (60) days, the Sublessee shall repair the damage with due diligence at its own cost and expense. In case the Leased Premises are completely destroyed or so damaged that it will and does remain unleaseable for a period of more than sixty (60) days, either party shall have the right to terminate this Sublease 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 Sublessee, and Sublessee shall, at its own most and expense, promptly repair with due diligence all such damages resulting from its act of said character.

ARTICLE 8 TERMINATION OF SUBLEASE ASSIGNMENT AND TRANSFERS

8.1 Termination. This Sublease shall terminate without action by either party at the end of the Term or any renewal term.

8.2 Termination By Sublessee. Sublessee may terminate this Sublease after the happening of one or more of the following events: The default by Lessee in the performance of any covenant of the Primary Lease required to be performed by Lessee and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt from Sublessee or written notice to remedy the same.

8.3 Exercising Sublessee's Rights of Termination. Sublessee may exercise such right of termination by written notice to Lessee at any time after the occurrence of any such events and the Sublease shall terminate as of the date notice is received by the Lessee.

- 8.4 Termination By Lessee. Lessee may terminate this Sublease in the event Sublessee shall:
- A. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due;
 - B. Make a general assignment for the benefit of creditors;
 - C. Filing a voluntary or involuntary petition in bankruptcy;
 - D. Abandon the Leased Premises;
 - E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessee or City of said default;
 - F. Appointment of receiver for Lessee; or
 - G. Violation of City or Lessee rules and regulations not inconsistent with the provisions of this Sublease and such default continues for a period of thirty (30) days after receipt of written notice from Lessee of said default.

8.5 Waiver of Statutory Notice to Quit. In the event Lessee exercises its option to terminate this Sublease upon the occurrence of any of the events set forth in this Article 8, a notice of termination shall be sufficient to terminate this Sublease. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessee. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Lessee.

8.6 Subletting and Assignment. Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises.

ARTICLE 9

RIGHTS UPON TERMINATION

9.1 Leased Premises. It is the intent of this Sublease that the Leased Premises shall be and remain the property of Lessee during the entire term of this Sublease and thereafter.

9.2 Removal of Personal Property. At the termination of the Sublease for any reason, after payment of all rents and charges, Sublessee 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 Sublessee but shall repair at its own expense all damage caused by such removal. On termination of this Sublease, from whatever cause, the Lessee shall have the right, upon thirty (30) days notice, to require the Sublessee at the Sublessee'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 Sublessee shall repair at the Sublessee's own expense all damage to the Leased Premises caused by such

removal. Any such personal property not removed by the Sublessee within such time shall become the property of the Lessee.

ARTICLE 10 GENERAL PROVISIONS

10.1 Lessee's Reserved Rights.

- A. Lessee 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 Sublessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessee would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. This Sublease shall be subordinate to the provisions of the existing Primary Lease between the Lessee and the City, and any existing or future lease between Lessee, the City 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 Lessee for federal funds for the development of the Airport.
- C. Non-interference With Operation of Airport. Sublessee by accepting this Sublease 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 City and Lessee reserve the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Sublessee.
- D. Lessee 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 Sublessee in this regard.

10.3 Non-Exclusive Right. Nothing contained in this Sublease 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 Lessee reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

10.4 Waiver of Jury Trial. Attorney's Fees and Costs. It is mutually agreed by and between Sublessee and Lessee 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 Sublease. In any such action the prevailing party

shall be entitled to an award of attorney's fees and costs, including those incurred in appellate proceedings.

10.5 Taxes, Licenses, and Permits. Sublessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Sublessee 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 Sublease, such taxes shall be paid by Sublessee. Sublessee 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 Sublease and the privileges extended hereunder.

10.6 Paragraphs and Headings. The paragraphs and headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Sublease.

10.7 Notice. Whenever any notice is required by this Sublease to be made, given or transmitted to the parties, such notice shall be served by Certified Mail, Registered Mail, Federal Express, with return receipt, addressed to:

To Lessee:

Sunstate Aviation Holdings, LLC
Attention: Mr. Steven Graham
3010 Patrick Street
Kissimmee, FL 34741

To Sublessee:

Integrity Aero, LLC
Attention: John Hynes
3008 Patrick Street
Kissimmee, FL 34741

10.8 Florida Law & Venue. This Sublease shall be interpreted in accordance with the laws of the State of Florida. Venue shall be

10.9 Successors and Assigns. All terms, covenants and conditions contained in this Sublease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

10.10 Time Is Of The Essence. Time is of the essence in the performance of all terms, covenants and conditions set forth in this Sublease.

ARTICLE 11
ENVIRONMENTAL MATTERS

11.1 Storage Tanks.

- A. Sublessee 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 Sublease and as hereafter may be enacted or amended. Specifically, Sublessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the Leased Premises or which might discharge on or under the Leased Premises, shall be registered with the appropriate federal, state 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, Sublessee agrees to properly record, maintain and reconcile all inventory records required by appropriate federal, state, and local regulations and to make sure records available for inspection at the Leased Premises at all times during normal business hours.
- B. Sublessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. S280 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 Sublessee on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Sublease and proof of such insurance must be provided to Lessee prior to the operation or installation of any regulated above or underground petroleum storage tank on 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.

11.2 Indemnification. Sublessee agrees to indemnify and hold the Lessee, 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 Lessee, or the property of, injury to or death of any person, resulting or arising from Sublessee'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 sublessees, except when proximately caused by the Lessee's negligence or by the joint negligence of the Lessee and any person other than Sublessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees. Lessee will refer to Sublessee, promptly upon notice thereof, any claim made, or suit instituted against it which, in any way, affects Sublessee or its insurer, and Sublessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Sublessee shall pay all attorney fees and costs

incurred by the Lessee in its defense of any such action and in the recovery of all amounts owed by Sublessee to the Lessee under this Sublease. Any final judgment rendered against the Lessee for any cause for which Sublessee is liable hereunder shall be conclusive against Sublessee as to liability and amount.

11.3 Hazardous Materials Covenants. Sublessee hereby represents and warrants to and for the benefit of the Lessee that the Leased Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture, or disposal of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For 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. S6901 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, S6901 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 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 of, 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.

In addition to and without limiting the generality of any other provisions of this Sublease, Sublessee shall and hereby does indemnify and hold the Lessee harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorney 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 there under, as from time to time amended) by Sublessee or Sublessee employees, agents, delegees, 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 Lessee, and such provisions shall remain in full force and effect as long as the possibility exists that the Lessee may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Sublessee agrees that it will adopt any such requirement as a part of this Sublease.

12.2 If Sublessee shall furnish any services to the public at Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Sublessee shall be allowed to make reasonable and non- discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

12.3 Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Sublessee's exclusive possession of the Leased Premises, the rights granted under this Sublease are nonexclusive.

12.4 Sublessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

12.5 The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

12.6 Sublessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

12.7 Sublessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

12.8 Sublessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an airport hazard.

12.9 Sublessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

12.9 Except as otherwise provided herein, the provisions of this Sublease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

12.10 Force Majeure. Neither party shall be liable for any failure or delay in performance of their obligations under this Sublease to the extent such failure or delay is caused by circumstances beyond their reasonable control, including, but not limited to, acts of God, war, terrorism, civil unrest, strikes, lockouts, fire, flood, or other natural disasters. In the event of any such delay or failure, the affected party shall promptly notify the other party of the circumstances and the expected duration of the delay or failure, and the parties shall use reasonable efforts to mitigate the impact of the delay or failure. If the delay or failure continues for a period of more than thirty (30) consecutive days, either party may terminate this Sublease upon written notice to the other party without liability.

12.11 Dispute Resolution. Any dispute arising out of or related to this Sublease shall be resolved through mediation in accordance with the rules of the American Arbitration Association. If the dispute cannot be resolved through mediation, then the parties agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the State of Florida and the arbitrator's decision shall be final and binding on both parties. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the dispute.

12.12 Severability. Severability. If any provision of this Sublease is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Sublease, which shall remain in full force and effect.

12.13 Entire Agreement. This Sublease constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter hereof. This Sublease may not be amended or modified except in writing executed by both parties. Any waiver of a breach of any term or provision of this Sublease shall not be construed as a waiver of any subsequent breach. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12.14 Amendment. This Sublease may be amended or modified only by a written instrument executed by both parties. Any amendment or modification shall be effective only to the extent specifically set forth in such instrument and shall not otherwise affect the terms and conditions of this Sublease.

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IN WITNESS WHEREOF, Lessee and Sublessee have caused this Sublease to be duly executed.

“LESSEE”

SUNSTATE AVIATION HOLDINGS, LLC
a Florida limited liability company

Signed: _____

Name: STEVE GRAHAM

Title: MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF OSCEOLA

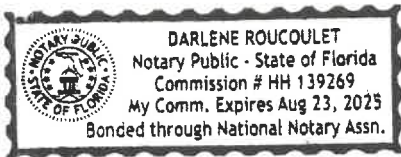
The foregoing instrument was acknowledged before me
this 31 day of July, 2025 by _____

Steve Graham
(Signature of Notary Public)

Darlene Roucoulet
(Name of Notary Printed)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____



“SUBLESSEE”

INTEGRITY AERO, LLC
a Florida limited liability company

Signed: _____

Name: JOHN HYNES

Title: MANAGER

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me
this 30 day of July, 2025 by _____

John Hynes
(Signature of Notary Public)

Darlene Roucoulet
(Name of Notary Printed)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____



EXHIBIT A
PRIMARY LEASE

GISSIMMEE GATEWAY AIRPORT
LEASE AGREEMENT

SUNSTATE AVIATION

KISSIMMEE GATEWAY AIRPORT
LEASE AGREEMENT

THIS AGREEMENT is made this 9th day of February, 2010 by and between the City of Kissimmee, State of Florida, a municipal corporation existing by and under the authority of the laws of the State of Florida, hereinafter referred to as the "City" and Sunstate Aviation, Inc. hereinafter referred to as "Lessee" a corporation organized and existing under the laws of the State of Florida.

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1
LEASED PREMISES

The "City" hereby leases to the Lessee and the Lessee leases from the "City" the Premises approximately 4.18 acres, more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

"City" reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport projects. If the rent is based on the area of the Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Lessee acknowledges that a future Air Traffic Control Tower is planned to be located in the immediate vicinity on Patrick Street and agrees to relinquish, if required, unspecified certain amount of leased area to be determined at that time which will be needed to facilitate the construction of the control tower. The airport will be responsible for paying for any lessee constructed improvements on the reclaimed leasehold property. The value of these improvements will be reimbursed at Fair Market Value, based on the average of two appraisals to be obtained by Lessor at that time.

Lessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "as is" and that the City has made no representations or warranties respecting the suitability thereof for Lessees purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Leased Premises.

City does not warrant the availability of any utilities nor when they might be available. The Lessee will be permitted to install a private septic system to serve the premises up until the City provides for sewer and wastewater system within 200' of the property. At that time,

connection to the City system will be required within 120 days of notification to Lessee by City, at Lessee's expense.

ARTICLE 2 USE

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Categories "B," "D," "E" and "F" activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE 3 TERM

The term of this Agreement shall be for a period of thirty (30) years; provided, however, that if Lessee has not, during the first twenty four (24) months of the term of this Lease, completed construction of new improvements on the Leased Premises at a cost of at least Five Hundred Thousand Dollars (\$500,000.00), in accordance with the schedule provided herein, then the term of this Lease shall expire on October 1, 2010.

If construction of Hangar 2 commences within two (2) years of obtaining the Certificate of Occupancy of Hangar 1 and is completed within one (1) year of construction start date; then both facilities will be re-settled to a thirty-five (35) year lease which shall begin on the date that the Certificate of Occupancy for Hangar 2 is issued, so long as, Lessee is not in default of any term of the Lease Agreement.

Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions, excluding rent for ground and improvements for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

Hanger Two Site - lessee will have right of first refusal at \$500 per acre, per year measured from Certificate of Occupancy of Hangar One, in accordance with the City's right of first refusal policy. (Exhibit B)

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after -"City"- 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 amount of 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 4
RENT

Rent is due the first day of each month, without further demand. Net rent under this Lease for the Premises is \$19,239.15 per year ("Annual Rent") payable monthly in advance in the amount of \$1,603.26 ("monthly payment").

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be as follows:

2.241 acres at \$.05 per square foot, per year beginning with the start of Certificate of Occupancy of Building (front of the Building Restriction Line)

1.991 acres at \$.17 per square foot, per year beginning with the start of Certificate of Occupancy of Building (behind of the Building Restriction Line)

Lessee shall also be liable to remit as rent the applicable sales tax.

INTERIM RENT - Effective March 10, 2010 until receipt of Certificate of Occupancy for Hangar I, Lessee will pay the City the same amount currently paid to Signature Flight Support in effect as of January 1st, 2010.

CONSTRUCTION OF AIRCRAFT STORAGE HANGAR: As a condition of leasing such real property from City as described in this agreement, Lessee specifically agrees to construct an aircraft storage hangar of a size no less than 10,000 square feet upon the Premises. Funding for this hangar will be borne by Lessee as outlined in the Memorandum of Understanding which was entered into previously.

TIME AND PLACE OF PAYMENT - Effective on March 10th, 2010 – all payments are to be made to the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT - 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. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS - City 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 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 2009 and the Annual Rent payments shall be increased in the same proportion as said price index has increased when compared with the price index for 2009. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

FEB
2010

ARTICLE 5
OTHER FEES AND CHARGES

FUEL DUMPAGE FEES - In addition to the rent and other charges payable hereunder, 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 dumpage 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.

AUTOMOBILE RENTAL FEES - In consideration for the right to operate an automobile rental concession from the Leased Premises in connection with its fixed base operation, Lessee further agrees to pay to the City, on or before the fifteenth (15th) day of each calendar month during the term hereof, without further demand, an amount equal to five percent (5%) of all gross revenues derived by any person or entity from the renting or leasing of automobiles or other ground transportation vehicles from the Leased Premises, including, but not limited to, all charges for vehicular and medical insurance coverage, but excluding any state or federal sales or use taxes; provided, however, the amount of such payment shall be reduced by the amount of sums paid to the Lessor directly by any such person or entity other than Lessee on account of such renting or leasing. Each such payment hereunder shall be accompanied by a statement, signed by an officer of Lessee, which sets forth the total amount of revenues so derived in such form and with such particularity as the Lessor may reasonably request.

ARTICLE 6
OBLIGATIONS OF LESSEE

TAXES AND ASSESSMENTS & FEES - Lessee shall, at its own expense and at all times during the term of this Lease, pay all lawful taxes and assessments and fees levied against the Leased Premises and/or facility as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

MAINTENANCE AND REPAIR - Lessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Facility and all other improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the City.

UTILITIES - Lessee shall be solely responsible for and pay all charges for utilities to the Leased Premises and the Facility, including but not limited to all charges pertaining to the providing of sewer, water, gas, electricity and telephone service.

TRASH AND GARBAGE REMOVAL Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and slightly 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 of the airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable-covered metal receptacles located in an area designated by City 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.

ACCESS - Lessee and its employees and invitees shall, subject to the reasonable rules and regulations of the City, have the right to access, ingress and egress to and from the Leased Premises.

SECURITY – Lessee has control access to the leased premises and is responsible for limiting access to authorized individuals only. All Lessee employees and invited persons will ensure gates are secured at all times, to include blocking automatic gates, upon egress and ingress, until the gates is securely closed. Lessee will comply with all reasonable Lessor requests to preserve and ensure airport perimeter security.

MINIMUM STANDARDS/RULES AND REGULATIONS - Lessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the City which now exist or may hereinafter promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

- I. Lessee shall be responsible for all expenses in connection with the use of the leased premises and exercise of the operating rights granted.

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 nondiscriminatory 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.

HANDLING AND STORAGE 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 in accordance with all applicable federal, state, local, city, 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 cleanup, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the "City" and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so, the "City" may take any reasonable and appropriate action in the Lessee's stead. The cost of such remedial action by the "City" shall be paid by the Lessee.

INDEMNITY AND INSURANCE BY LESSEE Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the City from any and all claims for damages of any kind or nature which may hereafter be made against City on account of 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 City, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Lessee's activities and the Leased Premises. 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 with insurance underwriters authorized to do business in the State of Florida satisfactory to the City. 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 City as an additional insured as its interests appear. Lessee shall furnish City 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 City, shall submit to the City, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the City. 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.

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 City 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 7
OBLIGATIONS OF CITY

A. OPERATION AS A PUBLIC AIRPORT City 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 City to the U.S. Government under the Federal Airport Act.

B. ENTRY AND INSPECTION City 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 City shall not, during the course of any such inspection, unreasonably interfere with the Lessees use and enjoyment of the Leased Premises.

C. MAINTENANCE BY CITY City will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee as set forth in this Agreement. In no event, however, shall City 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 8
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 City 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 City 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. City shall not be obligated to expend more on repair or restoration than the amount of any Insurance proceeds received by City.

ARTICLE 9
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:

The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) 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 City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

D. TERMINATION BY CITY City 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 thirty (30) 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 thirty (30) days after receipt of written notice from City of said default;
6. Appointment of receiver for Lessee;
7. Violation of City rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from City of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT In the event City 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 City), a notice of termination shall be sufficient to terminate

this agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to City. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by City.

F. SUBLETTING AND ASSIGNMENT Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the City.

Lessee may, with the prior written consent of City, assign this Agreement; in such event, Lessee shall remain liable to City for the remainder of the term of the Agreement to pay to City 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 City, 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 10 **RIGHTS UPON TERMINATION**

A. LEASED PREMISES It is the intent of this Agreement that the Leased Premises shall be and remain the property of City 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 City 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 City.

C. LANDLORD LIEN If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the City shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. City 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 11 **GENERAL PROVISIONS**

A. CITY'S RESERVED RIGHTS

1. City 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 City 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 City 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 City for federal funds for the development of the Airport.
3. Additional row for Patrick Street and Control Tower Development.

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 City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

City 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 City 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; ATTORNEY FEES 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. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

E. TAXES, LICENSES AND PERMITS Lessee shall pay all personal property taxes which may be assessed against equipment, 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 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.

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

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

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

and notices, consents and approvals to Lessee addressed to:

Sunstate Aviation
3008 Patrick Street
Kissimmee, FL 34741

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

H. FLORIDA LAW /VENUE This Agreement shall be interpreted in accordance with the laws of the state of Florida.

I. SUCCESSORS AND ASSIGNS All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. TIME IS OF THE ESSENCE Time is of the essence to this Lease.

ARTICLE 12 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 appropriate federal, state 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 records

required by appropriate federal, state and local regulations and to make such records available for inspection at the 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 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 City prior to the operation or installation of any regulated above or underground petroleum storage tank on the Premise. 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

1. 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 sublessees, except when proximately caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorney fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS

1. Lessee hereby represents and warrants to and for the benefit of the City that the Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For

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. S6901 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, S6901 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 Premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the 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 Premises. The term "Hazardous Materials Contamination": shall mean and refer to the contamination of the Premises, soil, surface water, ground water, air, or other elements on, or of, 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 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 and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorney 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 employees, agents, delegees, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the 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 and liabilities.

ARTICLE 13 MISCELLANEOUS PROVISIONS

- A. The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Lessee agrees that it will adopt any such requirement as a part of this Agreement.
- B. If Lessee shall furnish any services to the public at Airport, it shall furnish said

services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

C. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Lessee's exclusive possession of the Leased Premises, the rights granted under this Agreement are nonexclusive.

D. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

E. The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

G. Lessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

H. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an Airport hazard.

I. Lessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

J. Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

The parties now sign this Agreement this 9th day of February, 2010.

CITY OF KISSIMMEE, FLORIDA

By: [Signature]
Mayor-Commissioner

ATTEST:

[Signature]
City Clerk

[Signature]
Witness MARIA TAVAS

[Signature]
Witness KEVIN M. O'NEAL

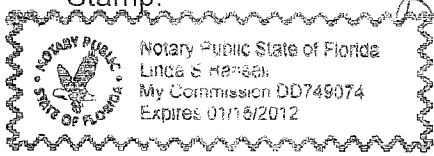
Approved as to form and legality.

[Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 11th day of February, 2010 by Jim Swan, who is the Mayor-Commissioner of City of Kissimmee, who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

Notary Name Printed: Linda S. Hansell
Stamp: Linda S. Hansell



SUNSTATE AVIATION, INC.

By: [Signature]
Title: President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 2nd day of February, 2010 by Steven Graham, who is the President of Sunstate Aviation, who is personally known to me or who has

FcDL
produced GG50765530590 as identification and who did/did not take an oath.

Notary Name Printed: Anita Smith -
Stamp:



ANITA L. SMITH
MY COMMISSION # DD 758756
EXPIRES: March 7, 2012
Bonded Thru Budget Notary Services

Anita Smith

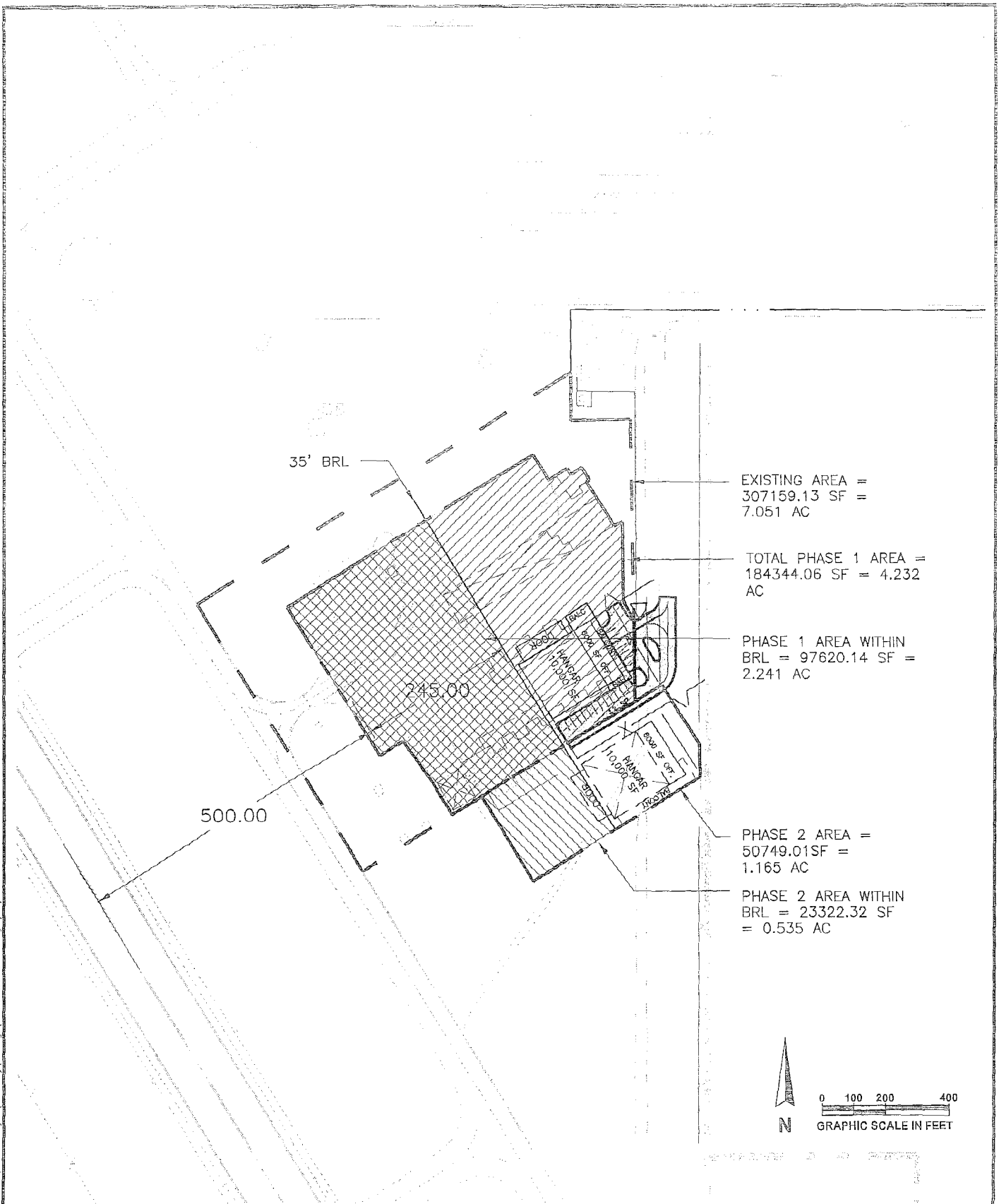
KISSIMMEE AIRPORT
First Right of Refusal to Lease Property
APPLICATION

1. Applicant's legal name: Sunstate Aviation
2. Applicant's business address: 3008 Patrick Street
Kissimmee, FL 34741
3. Applicant's primary business: Flight training
4. The applicant must present a preliminary conceptual site plan of the proposed leasehold showing all planned improvements and phasing. The site plan should include the following:
 - a. A statement outlining how you intend to utilize the land and/or facilities that you are requesting a First Right of Refusal on. Please be as specific as possible and address the services which are intended to be provided to the public.
 - b. The applicant's estimate of development cost for the improvements.
 - c. The applicant's schedule for commencement of lease term, operation and construction of leasehold improvements.

 Feb. 9, 2010
Signature Date

For Staff Use:	Date received _____	By _____	Approved _____	Denied _____	Date _____
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N:\2009-2010\10.03 - Wetters Corporate Hanger (Sunstate)\Drawings\Sunstate\ase\hbl.dwg 1/11/2010 4:24 PM



AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200
ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122
FAX: (407) 599-1133

SUNSTATE FBO LEASEHOLD

A

TITLE

EXHIBIT

SCALE: GRAPHIC

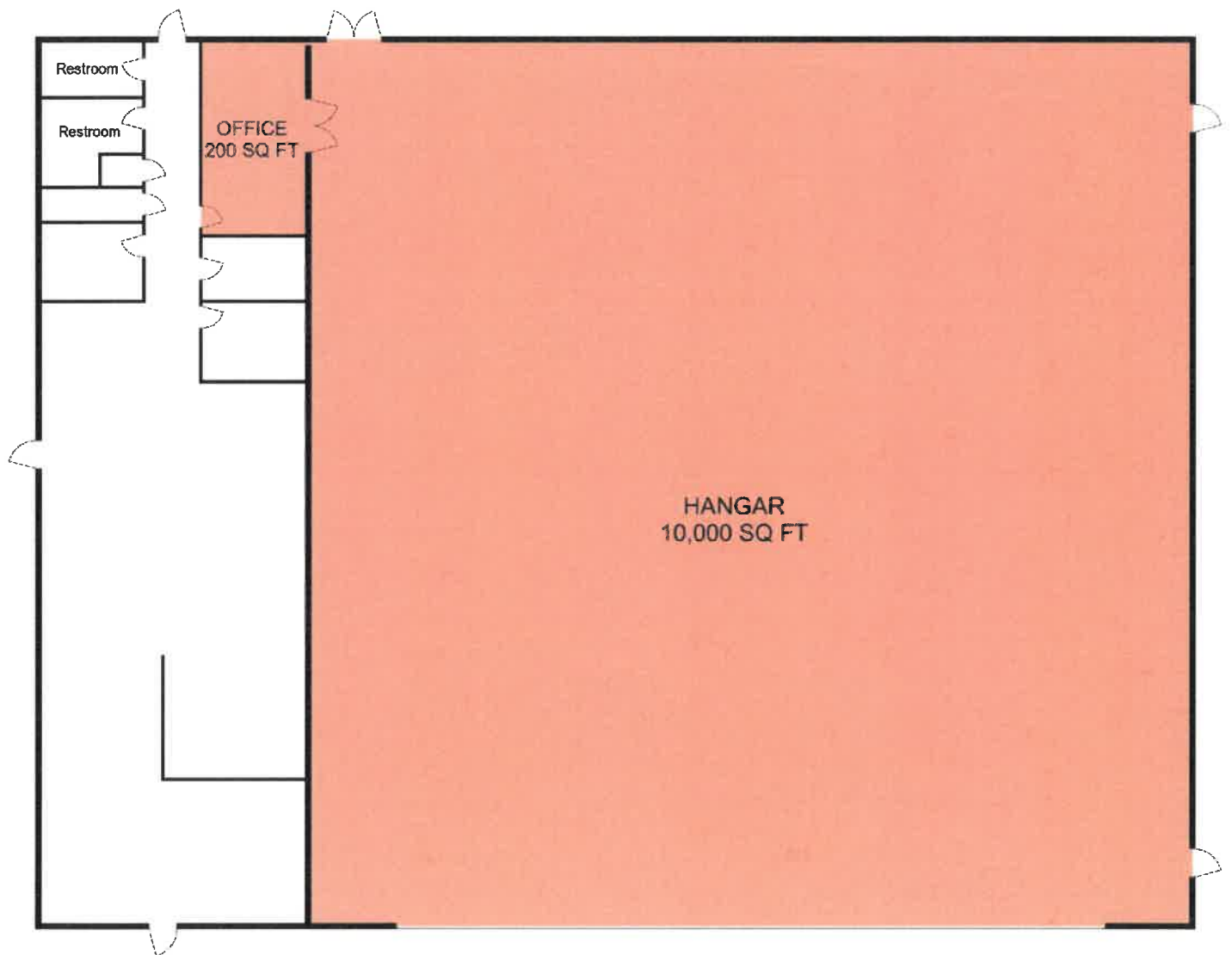
DATE: 01/13/10

FILENAME: 01/13/10

EXHIBIT B

PROPERTY DESCRIPTION

Exhibit B



ITEM 7.D

Approval of the Developer's Agreement between the City of Kissimmee and Pulte Group, Inc.

Request

Approval of the Developer's Agreement (Contract No.20250364) between the City of Kissimmee and Pulte Group, Inc. to establish alternative design standards for the Hilliard Isle Mixed Use Planned Unit Development (PUD-22-0004).

Explanation

Pulte Group, Inc. submitted the Hilliard Isle Mixed Use Planned Unit Development (MUPUD)(PUD-22-0004) that included 3,000 residential units and 190,000 sq. ft. of non-residential uses. The Hilliard Isle MUPUD was approved at the January 16, 2024 City Commission meeting with conditions that a separate Developer's Agreement for specific design and development standards would be developed.

This Developer's Agreement addresses landscaping, model center, open space, and solid waste standards in the residential areas of the project in addition to alternative roadway standards in Phases 1 and 1A. The alternative design standards in this Developer's Agreement will enhance the design intent of the original Hillard Isle MUPUD approval.

Recommendation

Approval to execute the Developer's Agreement between the City of Kissimmee and Pulte Group, Inc. regarding alternative design standards for the Hilliard Isle Mixed Use Planned Unit Development (PUD-22-0004).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S)Hilliard Isle Developer's Agreement

This instrument prepared by
and return to:

Jo O. Thacker, Esq.
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue - Suite 1400
Orlando, FL 32801

**DEVELOPMENT AGREEMENT
BY AND AMONG
PULTEGROUP, INC.
AND
THE CITY OF KISSIMMEE, FLORIDA**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered by and among **PulteGroup, Inc.** a Michigan corporation (**“Pulte”** or **“Developer”**) and the **City of Kissimmee, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the **“City”**).

RECITALS

A. Pulte is developing the mixed-use project known as the Hilliard Isle Planned Unit Development (the **“Project”**), consisting of approximately 883.263 acres, more or less, and located within the incorporated boundary of City. The legal description of the Project is attached hereto as **Exhibit “A”** (the **“Property”**).

B. The Project is governed by PUD 22-0004, which was approved by the City on January 16, 2024, pursuant to Ordinance #23-24 (collectively, the **“PUD Approval”**). The approved development program for the Project includes 3,000 residential units; 180,000 square feet of commercial uses; and commercial/recreational areas with up to 10,000 square feet of restaurant and neighborhood retail uses.

C. Pursuant to the PUD Approval, certain elements were to be addressed in a Development Agreement.

D. The City has evaluated the proposed Special Development Standards set forth herein and agrees that the Special Development Standards will enhance the Project and benefit the citizens of the City. Pulte and the City agree that the Project shall be developed in accordance with the provisions of the PUD Approval, the Land Development Code and the City’s Code of Ordinances (collectively, the **“City Codes”**), except to the extent modified by the Special Development Standards as further set forth herein.

Accordingly, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All Exhibits to this Agreement are hereby deemed a part hereof.

Section 2. Authority. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter.

Section 3. Phase 1 and Phase 1A (PUD Phases) Residential Design Standards. The residential design standards for Phase 1 and Phase 1A (PUD Phases) of the Project shall comply with the enhanced design standards attached hereto as Exhibit B (the "**Design Standards**"). A phasing map has been included in Exhibit B to delineate the anticipated residential phases and the commercial area. In the event of any conflict between the provisions of the Design Standards regarding any matter specifically set forth therein and the PUD Approval or the City Codes, the provisions of the Design Standards shall control.

Section 4. Compliance With Regulations. Except as otherwise set forth herein, all development of the Project shall be subject to compliance with the PUD Approval and City Codes, as they may be amended from time to time, and with regulations of state, local and federal agencies, including those relative to environmental and wetlands protection. Except as otherwise set forth herein, none of the provisions of this Agreement shall be deemed to amend, modify or otherwise change the provisions of any such ordinance or regulation of the City or any other governmental agency.

Section 5. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

Section 6. Miscellaneous.

(A) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal

representatives, successors or assigns may require.

(B) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one-in-the-same instrument.

(C) Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.

(D) Binding Effect. This Agreement shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors and assigns and shall be deemed to "run with the land." This Agreement shall also inure to the benefit of both parties hereto and their respective beneficiaries, heirs, successors and assigns.

(E) Recordation. This Agreement shall be recorded in the Public Records of Osceola County, Florida, and successors, heirs and assigns of Pulte, including but not limited to builders or developers, shall be bound by the terms of this Agreement, and shall likewise be entitled to its benefits.

(F) Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

As to City: Mike Steigerwald
City Manager
City Hall
101 Church Street, Suite 5
Kissimmee, Florida 34741

With a copy to:

Olga Sanchez de Fuentes
City Attorney
City Hall
101 Church Street, Suite 517
Kissimmee, Florida 34741

As to Pulte: PulteGroup, Inc.

4901 Vineland Road Suite 460
Orlando, FL 32811
Attn: Doug Hoffman

With a copy to:

Jo O. Thacker
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

(G) Effective Date. This Agreement shall become effective upon the date the last of the parties to this Agreement executes this Agreement.

(H) Assignment. This Agreement may be assigned by Pulte without consent of the City.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below their respective signatures.

Signed, sealed and delivered
in the presence of:



Sean Kirk
Printed Name

4901 Vineland Rd STE 500
Address
Orlando, FL 32811



Mallory Downing
Printed Name

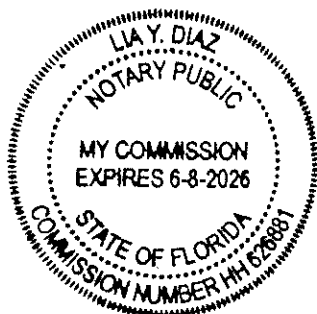
4901 Vineland Rd STE 500
Address
Orlando, FL 32811

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence (X) or online notarization () this 26 day of August 2025, by Sean Bailey, as Director & Land of Pulte Home Company LLC, a Michigan corporation, on behalf of the corporation, who is X personally known to me or _____ who produced _____, as identification.

(Notary stamp/seal)

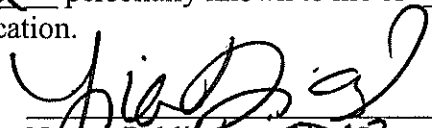


Pulte Home Company LLC, a Michigan corporation

By: MP

Name: SEAN BAILEY

Title: DIRECTOR LAND DEVELOPMENT


Notary Public Lia Y. Diaz
My Commission Number: 026881
My Commission expires: 6-8-2026

Signed, sealed and delivered
in the presence of:

CITY OF KISSIMMEE, FLORIDA

By: _____

Printed Name

Name: _____

Title: _____

Address

Printed Name

Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence (____) or online notarization (____) this ____ day of _____ 2025, by _____, as _____ of the City of Kissimmee, Florida, on behalf of the City, who is _____ personally known to me or _____ who produced _____, as identification.

(Notary stamp/seal)

Notary Public

My Commission Number:

My Commission expires:

EXHIBIT A

PROJECT LEGAL DESCRIPTION

**Pulte Hilliard
Takedown #1
CS: 21-132(S4) JN: 21667**

DESCRIPTION:

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet and a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to a point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said

curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet; thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of the said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1425.55 feet; thence departing said West line, N90°00'00"E, 1088.97 feet; thence S00°00'00"E, 369.33 feet; thence S10°27'30"E, 46.45 feet; thence S19°33'01"E, 139.86 feet; thence S01°50'37"E, 303.50 feet; thence S21°32'43"W, 138.71 feet; thence S15°20'38"W, 41.49 feet; thence S00°28'29"W, 70.02 feet; thence S00°00'00"E, 569.49 feet; thence N80°23'14"E, 203.35 feet; thence S00°00'00"E, 776.18 feet; thence S89°58'29"E, 30.00 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the aforesaid Public Records; thence S89°35'11"E along the South line of the

Northwest 1/4 of the aforesaid Section 16, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 568.33 feet; thence N00°00'00"E, 49.19 feet; thence N90°00'00"E, 217.00 feet; thence N00°00'00"E, 963.23 feet; thence N90°00'00"E, 126.57 feet; thence N00°00'00"E, 479.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 670.22 feet; thence N90°00'00"E, 695.74 feet; thence N51°10'08"E, 1098.33 feet to a point of the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "B"; thence Northwesterly along said shoreline 4000 feet, more or less to a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N60°37'37"W, 1821.17 feet from Reference Point "B"; thence N88°48'03"W along said North line, 396.41 feet to the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848 and Reference Point "C"; thence N32°46'20"W along said meander line, 636.36 feet to the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "D"; thence departing said meander line, run Northerly along said shoreline 950 feet, more or less, to a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said shoreline, N32°46'20"W along said meander line, 2329.15 feet to the North line of the Northwest 1/4 of the aforesaid Section 9 and a point lying N32°46'20"W, 3273.20 feet from aforesaid Reference Point "C"; thence departing said meander line, S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 468 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Pulte Hilliard
Takedown #2A
CS: 21-132(S5) JN: 21667

DESCRIPTION:

That part of Sections 8, 9, 16 and 17, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 1425.55 feet to the POINT OF BEGINNING; thence N90°00'00"E, 1088.97 feet; thence S00°00'00"E, 369.33 feet; thence S10°27'30"E, 46.45 feet; thence S19°33'01"E, 139.86 feet; thence S01°50'37"E, 303.50 feet; thence S21°32'43"W, 138.71 feet; thence S15°20'38"W, 41.49 feet; thence S00°28'29"W, 70.02 feet; thence S00°00'00"E, 569.49 feet; thence N80°23'14"E, 203.35 feet; thence S00°00'00"E, 776.18 feet; thence S89°58'29"E, 30.00 feet; thence S30°52'34"E, 1748.28 feet to the

Northeast corner of KISSIMMEE BAY according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the Public Records of Osceola County, Florida; thence N89°35'11"W along the South line of the Northwest 1/4 of the aforesaid Section 16, 919.30 feet to the Southeast corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records; thence N00°15'05"E along the East line of said Right of Way Deed, 89.61 feet to the North corner of said Right of Way Deed and the point of a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of S27°00'55"W; thence departing said East line, run along the West line of said Right of Way Deed, Southwesterly along the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to a non-tangent line; thence departing said West line, N89°35'11"W along the aforesaid South line of the Northwest 1/4, 1276.75 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence departing said South line, N89°22'23"W along the South line of the Northeast 1/4 of said Section 17, 899.98 feet to the Southeast corner of Tract "A" TIERRA DEL SOL UNIT II – 2nd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence departing said South line, N00°14'56"E along the East line of Tract "A", 975.82 feet; thence departing said East line, S89°22'23"E along the Westerly prolongation of the South line of TIERRA DEL SOL UNIT II – 3rd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records and the South line of said TIERRA DEL SOL UNIT II – 3rd ADDITION, 553.25 feet to the Southeast corner of said TIERRA DEL SOL UNIT II – 3rd ADDITION; thence departing said South line, N00°14'56"E along the East line of said TIERRA DEL SOL UNIT II – 3rd ADDITION, 1163.21 feet to the Northeast corner of said TIERRA DEL SOL UNIT II – 3rd ADDITION; thence departing said East line, N89°11'18"W along the North line of said TIERRA DEL SOL UNIT II – 3rd ADDITION and the North line of TIERRA DEL SOL UNIT II – 1st ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records, 1549.14 feet to the Southeast corner of Lot 6 of said TIERRA DEL SOL UNIT II – 1st ADDITION; thence departing said North line, N00°05'52"W along the East line of said Lot 6, 114.89 feet to the Northeast corner of said Lot 6; thence departing said East line, run along the Southerly boundary of, KENLEIGH OAKS according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records the following three (3) courses and distances: 1) S88°31'30"E, 60.02 feet; 2) S00°05'52"E, 32.98 feet; 3) S88°32'07"E, 1026.80 feet to the Southeast corner of said KENLEIGH OAKS; thence departing said Southerly boundary, S00°15'52"W along the West line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records, 9.50 feet to the Southwest corner of said VEERASAMMY ESTATES; thence departing said West line, S89°11'18"E along the South line of said VEERASAMMY ESTATES, 809.76 feet to the Southeast corner of said VEERASAMMY ESTATES; thence departing said South line, N00°14'56"E along the East line of said VEERASAMMY ESTATES, 432.86 feet to the Northeast corner of said VEERASAMMY ESTATES and the Northwest corner of the aforesaid Section 16; thence departing said East line, N88°31'34"W along the North line of said VEERASAMMY ESTATES, 297.00 feet to the Southeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence departing said North line, N00°29'12"E along the East line of said GREENWOOD ESTATES SUBDIVISION II, 462.00 feet to the Northeast corner of said GREENWOOD ESTATES SUBDIVISION II; thence departing said East line, S88°31'34"E along the South

line of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records, 111.50 feet to the Southeast corner of said VALENCIA WOODS; thence departing said South line, N00°29'12"E along the East line of said VALENCIA WOODS, 461.18 feet to the Northeast corner of said VALENCIA WOODS; thence departing said East line, N89°56'36"E, 185.39 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 9; thence N00°28'52"E along said West line, 326.41 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 163.508 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Pulte Hilliard
Takedown #2B
CS: 21-132(S6) JN: 21667

DESCRIPTION:

That part of Sections 9, 10, 15 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 2680.10 feet to the Southwest corner of said Section 9 and the Northeast corner of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of the Public Records of Osceola County, Florida; thence departing said West line, S89°39'56"E along the South line of the Southwest 1/4 of said Section 9, 2643.99 feet to the Southeast corner of the Southwest 1/4 of said Section 9; thence departing said South line, S89°56'02"E along the South line of the Southeast 1/4 of said Section 9, 624.12 feet to the POINT OF BEGINNING; thence departing said South line, N00°00'00"E, 375.25 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 670.22 feet; thence N90°00'00"E, 695.74 feet; thence N51°10'08"E, 1098.33 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Southerly along said shoreline, 7200 feet, more or less to a point, lying S25°38'13"W, 3595.54 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 568.33 feet; thence N00°00'00"E, 49.19 feet; thence N90°00'00"E, 217.00 feet; thence N00°00'00"E, 963.23 feet; thence N90°00'00"E, 126.57 feet; thence N00°00'00"E, 103.75 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 145 acres, more or less and being subject to any rights-of-way, restrictions and easements of record.

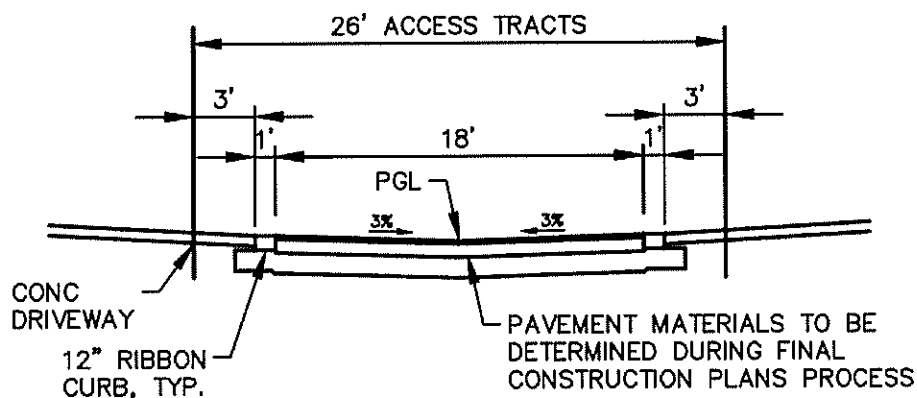
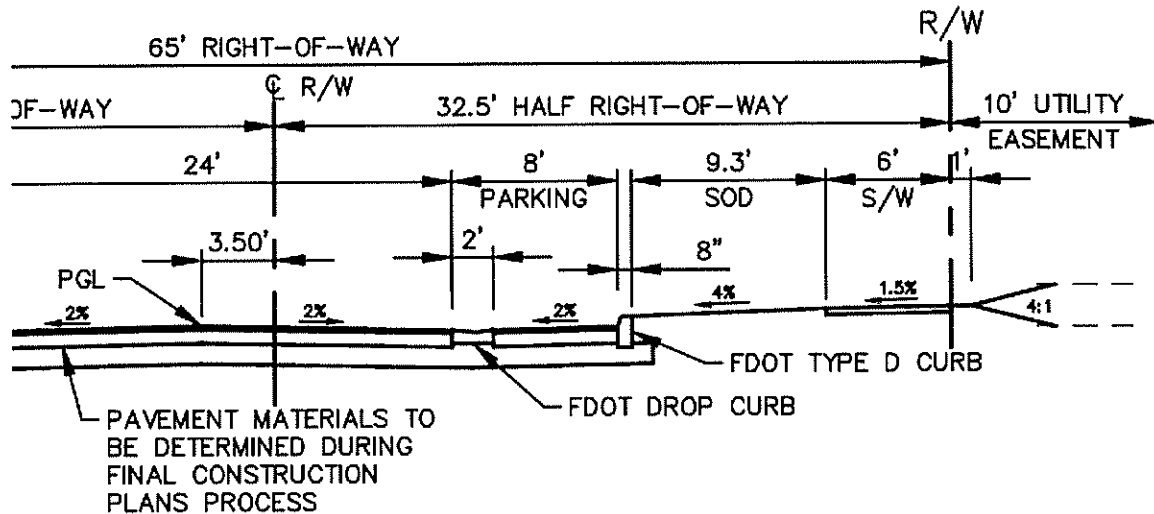
EXHIBIT B

DESIGN STANDARDS

Pulte and the City agree that the Project shall be developed consistent with the PUD Approval and City Codes, with the exception of the following modifications:

Section 1- Roadways/Alleys for Phase 1 and Phase 1A (PUD Phases)

- Drop curbs may be used on streets with front-loading driveways. Type F or Type D curb and gutter (as applicable) shall be required on all Primary (Collector) Roads designated in the PUD and on any street without front-loading driveways. The Developer shall submit a street classification plan identifying all roadway segments as public or private, and specify which private residential streets in Phase 1 and Phase 1A this deviation applies to, including segment limits where drop curbs are proposed.
- Parallel parking spaces shall provide a minimum of 8 feet of clear, unobstructed width, exclusive of curb or gutter elements. A reduction in parking space width may be considered on a case-by-case basis where the Developer demonstrates that physical or functional constraints within the adjacent 9.3-foot landscaping verge prevent full compliance. A written justification and supporting site-specific plan shall be submitted for review and approval of the City Engineer.
- Alley widths within Phase 1 and Phase 1A shall be 20 feet in width, including 1-foot-wide vehicle-rated ribbon curbs on either side. Parking within alleys shall be prohibited by the Covenants, Conditions, and Restrictions (CC&Rs) to ensure long-term, unobstructed access for emergency and service vehicles.
- Parallel parking spaces shall be a minimum of 8ft wide and 22ft long.
- Refer to the PUD Approval for Roadway/Alley standards for Phases 2 and 3.



TYPICAL TWO-WAY ALLEY

NTS

Section 2- Landscaping (All residential Phases)

- Canopy trees shall be permitted in verges (planting areas between back of curb and front of sidewalk) of 9ft or greater in width. (LDC Reference 14-8-23)
- Understory trees shall be permitted in verges of 6ft to 9ft. in width. (LDC Reference 14-8-23)
- In areas with verge widths less than 6ft, trees shall be located outside of the right of way, within the adjacent tract, but outside of any utility easement. (LDC Reference 14-8-22)
- One of the two front yard trees (either canopy or understory) may be counted as a street tree,. This reallocated tree shall be located outside of any utility easements. (LDC Reference 14-8-20)

- For any single family attached or detached lot, the front yard understory tree may be relocated to the rear yard. Also, any rear yard canopy tree may be relocated to the front yard. This will result in two canopy trees in the front yard and one understory tree in the rear yard. . (LDC Reference 14-8-20).
- Root barriers shall be required for trees located within 3 feet of sidewalks, pavement, curbs, and other infrastructure, in lieu of the City standard of 5-foot separation. This deviation from the standard requires certification by a Florida-licensed landscape architect verifying that the selected root barrier method and placement are appropriate for the site conditions and will provide adequate protection for infrastructure. The project's Covenants, Conditions, and Restrictions (CC&Rs) shall include language acknowledging that the homeowners' association (HOA) will assist in monitoring tree health and proximity to infrastructure over time. In the event that root-related damage occurs to sidewalks, curbs, pavement, or utility infrastructure, the HOA shall coordinate necessary repairs in accordance with City standards, including cost responsibility where negligence or deferred maintenance contributed to the issue.
-
- Final street tree locations may be adjusted at the developer's discretion based on driveway and utility connection locations.
- Paths/trails not located adjacent to or within the right-of-way may be constructed of crushed shell or alternate material as they are nature trails and will not have bike/vehicular access. (PUD Section 8.1.12)

Section 3-Solid Waste

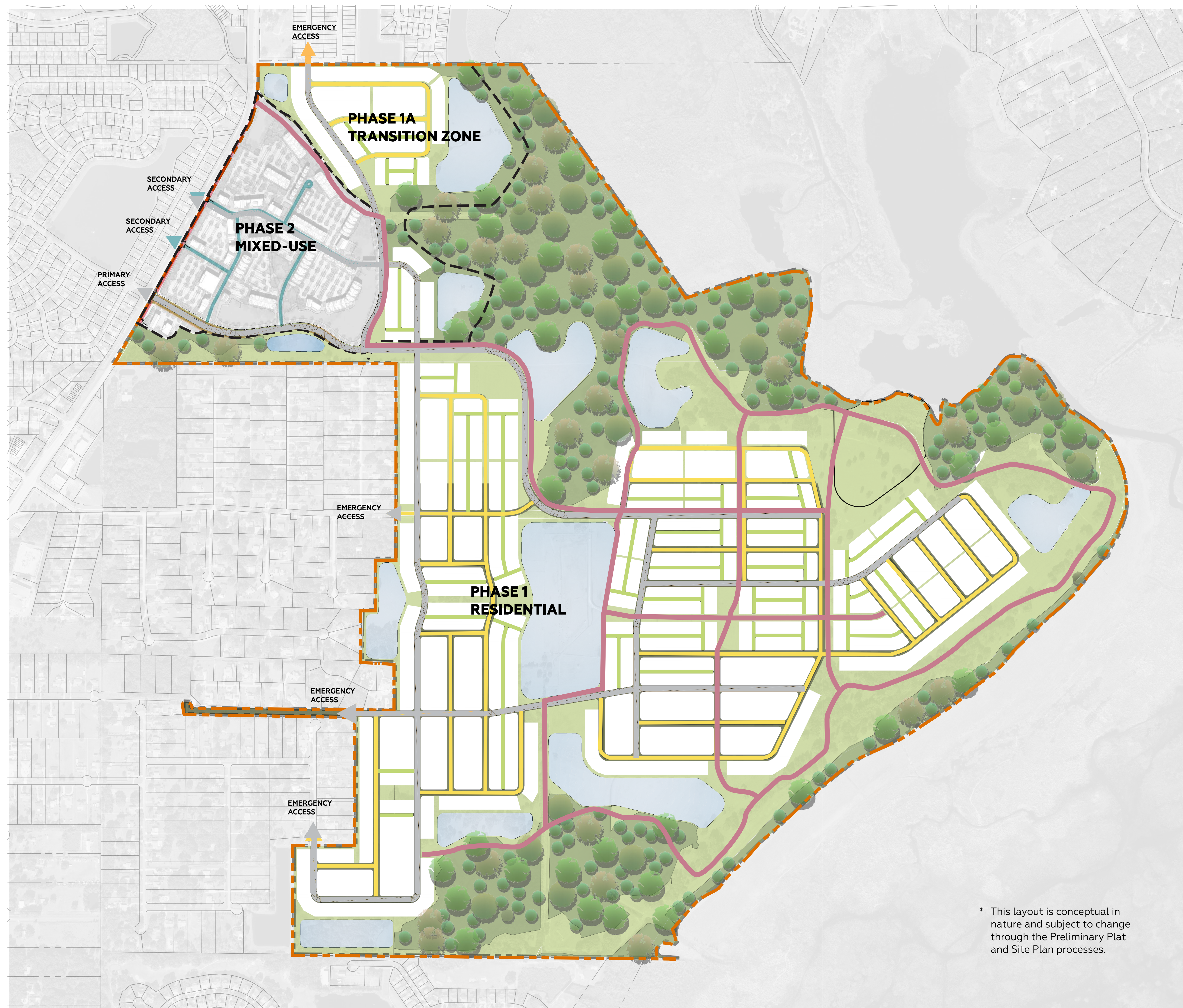
- The townhome development shall be served by City of Kissimmee solid waste receptacles and shall not be required to utilize trash compactors or dumpsters. A plan showing site-specific garbage collection shall be provided with each site development plan showing proper circulation. The plan will include certain dead-end alleys with the understanding that the garbage trucks will not have to back up more than 150 feet. (PUD Section 8.1.4)
- The Developer will provide that Hilliard Isle's Covenants, Conditions, and Restrictions (CC&R's) will include a provision that addresses bulk item pickup through the City of Kissimmee. This provision will state that bulk item trash collection will be coordinated directly by the individual owners to the City at a time and location that is acceptable to the City. The City does not guarantee bulk solid waste pickup in the community. Residents shall follow all City Ordinances relating to storage of solid waste outside of the home as well as all provisions of any homeowner's association documents. In addition, the homeowner's association will have the right to remove any improperly stored bulk trash at the owner's expense.

Section 4 Open Space

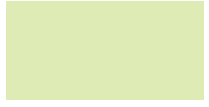
Open space requirements for Phase 1 (Engineering Phases) may be reduced, based on an insignificant differential between proposed and required open space for the subject phase. This differential shall be required to be addressed in Phase 2 (Engineering Phases) offsetting this differential and all open space requirements will be maintained in subsequent phases.

Section 5 - Model Center

- The Project shall be permitted to construct up to 7 models per each phase of construction. Each model home will require a Certificate of Occupancy with permanent power. A site plan showing the model homes for each phase shall be provided. (PUD Section 7.5.3)
- The model park may be constructed as a private road and be closed off to vehicular traffic until such time as the model park is closed and the homes are re-permitted with driveways and individual irrigation plans as necessary. At this time the road will be re-platted as a public ROW. (PUD Approval Condition #11)
- A temporary mobile toilet trailer is acceptable for use but must be permitted through all pertinent municipalities.
- Pavers shall be permitted within the private roadway serving the model park in lieu of asphalt or concrete during the temporary use period. Any alternate paving section shall be designed and constructed in conformance with applicable City of Kissimmee or FDOT pavement design standards.
-



CONCEPT PLAN EXHIBIT

-  PROPERTY LINE
-  PROJECT PHASE
-  TRAILS
-  OPEN SPACE
-  CONSERVATION
-  PONDS
-  PRIMARY ROAD
-  SECONDARY ROAD
-  PRIVATE DRIVE AISLES
-  PRIVATE ALLEYS

* This layout is conceptual in nature and subject to change through the Preliminary Plat and Site Plan processes.

ITEM 7.E

Resolution Adopting the Osceola County Comprehensive Emergency Management Plan (CEMP) and the City of Kissimmee CEMP Annex

Request

Adoption of a Resolution for the City to adopt the Osceola County Comprehensive Emergency Management Plan and the City of Kissimmee Annex to memorialize unified efforts to mitigate, prepare for, respond to, and recover from a variety of disasters.

Explanation

Florida Statute Chapter 252 mandates the development of a Comprehensive Emergency Management Plan (The Plan). The Statutes further encourage the municipalities of the State to develop an effective emergency management system and supporting plan. The Plan establishes a common framework through which a unified City of Kissimmee and Osceola County mitigates, prepares for, responds to, and recovers from the impacts of a wide variety of disasters that could adversely affect the health, safety and general welfare of the residents and visitors.

The Osceola County Comprehensive Emergency Management Plan (CEMP) outlines the general responsibilities, strategies, assumptions, operational goals, and objectives. It also includes mechanisms through which the City and County, as a community, mobilize resources and conduct activities, guiding and supporting the unified emergency management efforts.

The City of Kissimmee Annex provides an extension of the CEMP, ensuring operational recognition and continuity for the City and the County.

The adoption of this Resolution would memorialize the joint efforts and partnership between the City of Kissimmee and Osceola County in relation to emergency management activities.

Recommendation

Staff recommends adoption of a resolution adopting the Osceola County Comprehensive Emergency Management Plan and the City of Kissimmee Annex.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Resolution Adopting of the Osceola County Comprehensive Emergency Management Plan (1)
2. Osceola County Resolution #25-045R

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KISSIMMEE, FLORIDA ADOPTING THE CITY
OF KISSIMMEE COMPREHENSIVE EMERGENCY
MANAGEMENT PLAN.**

WHEREAS, the City of Kissimmee, Florida, is vulnerable to a wide range of emergencies, including natural, technological, and manmade disasters, all of which threaten the life, health, and safety of its people; damage and destroy property; disrupt services and everyday business, and recreational activities; and impede economic growth and development; and

WHEREAS, it is the intent of the City Commission intends to reduce the vulnerability of the people and property of the City of Kissimmee; to prepare for efficient evacuation and shelter of threatened or affected persons; to provide for the rapid and orderly provision of relief to persons and for the restoration of services and property; and to provide for the coordination of activities relating to emergency prevention, protection, mitigation, response, and recovery mitigation among and between the City and other agencies, including the State; and

WHEREAS, it is further the intent of the City of Kissimmee Commission to promote the City's prevention, protection, mitigation, response, and recovery capabilities through coordination and long-term planning; and

WHEREAS, Florida Statute Chapter 252 requires that each County establish and maintain an emergency management agency to develop a county-wide emergency management plan and program that is coordinated and consistent with the State of Florida Comprehensive Emergency Management Plan; and

WHEREAS, Osceola County Emergency Management developed a Comprehensive Emergency Plan (CEMP) in coordination with the Emergency Management Working Group complying with the standards and requirements of the State of Florida Division of Emergency Management, which the Division of Emergency Management reviewed and approved on May 5, 2025; and

WHEREAS, the City and County have developed an Annex, which is an extension of the CEMP as the official working guidance document that coordinates the emergency management programs and processes between the entities and focuses on certain operational considerations that are specific to the City; and

WHEREAS, it is in the best interest of the health, safety, and welfare of all residents of the City of Kissimmee for the City to adopt and follow a unified inter-jurisdictional local emergency response plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF KISSIMMEE CITY COMMISSION, FLORIDA THAT:

1. The forgoing recitals are true, correct and incorporated by this reference
2. The City of Kissimmee does hereby adopt the Osceola County Comprehensive Emergency Management Plan, and the City of Kissimmee Annex of the plan as the official documents to guide preparedness, emergency planning, response and recovery for the City of Kissimmee superseding any and all other Comprehensive Emergency Management Plans.

DONE AND RESOLVED this 16 day of September, 2025.

CITY OF KISSIMMEE, FLORIDA

By: _____
Jackie Espinosa, Mayor-Commissioner

Attest:

By: _____
Tameara Crespo, City Clerk

Approved as to form and legality

By: _____
Olga Sanchez de Fuentes, City Attorney

#

RESOLUTION #25-045R

**A RESOLUTION OF THE OSCEOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
ADOPTING THE OSCEOLA COUNTY
COMPREHENSIVE EMERGENCY MANAGEMENT
PLAN.**

WHEREAS, The County is vulnerable to a wide range of emergencies, including natural, technological, and manmade disasters, all of which threaten the life, health, safety of its people; damage and destroy property; disrupt services and everyday business, and recreational activities; and impede economic growth and development; and

WHEREAS, It is the intent of the Board of County Commissioners to reduce the vulnerability of the people and property of Osceola County; to prepare for efficient evacuation and shelter of threatened or affected persons; to provide for the rapid and orderly provision of relief to persons and for the restoration of services and property; and to provide for the coordination of activities relating to emergency prevention, protection, mitigation, response, and recovery mitigation among and between the County and other agencies, including the State; and

WHEREAS, it is further the intent of the Osceola County Board of County Commissioners, to promote the County's prevention, protection, mitigation, response, and recovery capabilities through coordination and long-term planning; and

WHEREAS, Florida Statute Chapter 252 requires that each County establish and maintain an emergency management agency to develop a County emergency management plan and program that is coordinated and consistent with the State of Florida Comprehensive Emergency Management Plan; and

WHEREAS, it is in the best interest of all residents of Osceola County for local emergency management programs to flourish on a daily basis; and

WHEREAS, Chapter 27P-6, Florida Administrative Code, provides guidance for developing a county Comprehensive Emergency Management Plan and requires the participating governing bodies to adopt a Comprehensive Emergency Management Plan by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Osceola County Emergency Management developed a County Comprehensive Emergency Management Plan in coordination with the Emergency Management Working Group as described in Osceola County Ordinance 11-16 and complying with the standards and requirements of the State of Florida Division of Emergency Management, which the Division of Emergency Management reviewed and approved on February 26, 2025.

As such, the Osceola County Board of County Commissioners do hereby adopt the Osceola County Comprehensive Emergency Management Plan as the official document to guide preparedness, emergency planning, response and recovery for Osceola County superseding any and all other Comprehensive Emergency Management Plans.

DULY ADOPTED, this 05 day of May, 2025.

**BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA**

(SEAL)

By: *Sharon Janice*
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: *Samantha Griffin*
Clerk/Deputy Clerk to the Board



As authorized for execution at the Board of
County Commissioners meeting of: May 05, 2025

ITEM 7.F

Memorandum of Agreement for the Berlinsky Community House

Request

Approval of a Memorandum of Agreement (Contract #20250378) to mitigate the adverse impacts of demolishing the Berlinsky Community House.

Explanation

In 2017, the Public Works and Engineering Department conducted an evaluation of the Berlinsky Community House, which found major structural issues in the foundation and roof. Staff presented the findings to the City Commission and offered two potential options: the first to rehabilitate the Berlinsky House and the second to demolish it and build something new. During this meeting, the Commission directed staff to move forward with demolishing the structure, finding that the cost to rehabilitate exceeded the value of the building. Following this decision, staff reached out to the community for input and it was determined that the new building would mirror elements of the existing Berlinsky House. This was intended to honor the current design and preserve nostalgia.

The City applied for and was awarded a grant for the demolition and construction of a new community house and began working through design. During the grant process, the State Historic Preservation Officer (SHPO) determined that, while the Berlinsky Community House was not on the National Register of Historic Places, it would still need to meet State standards as if it were. A Section 106 Case Study was required, where the City presented information about the history and condition of the building and its reasoning for demolition, and this began a process of negotiation with the State to mitigate the adverse effects of demolishing the Berlinsky Community House.

The attached Memorandum of Agreement is the result of those negotiations. It includes stipulations requiring the City to submit a Historical Building Survey to the National Parks Service, include a marker indicating the new building's construction year, and provide a page on the City's website with documentation about the historic Berlinsky Community House. Once approved by the City Commission, this document will be presented to the State Historic Preservation Officer for final approval and signature.

Recommendation

Approval of the Memorandum of Agreement (MOA).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) Memorandum of Agreement - Berlinsky House
2. Section 106 Case Study

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND THE
FLORIDA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE MITIGATION OF ADVERSE IMPACTS TO THE BERLINSKY
COMMUNITY HOUSE, OSCEOLA COUNTY (8OS00564)**

WHEREAS, the City of Kissimmee (City) plans to carry out the Berlinsky Community House Demolition (**the Project**) funded with assistance from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant program; and

WHEREAS, the Project consists of demolishing the Berlinsky Community House (Florida Master Site File number 8OS00564), also known as the Kissimmee Community House, and replacing it with a larger community center structure on the same site; and

WHEREAS, the City has defined the undertaking's area of potential effects (APE) as 300 E. Monument Avenue, Kissimmee, Osceola County within parcel 28-25-29-1599-0001-00E0; and

WHEREAS, the City has determined that the undertaking may have an adverse effect on the Berlinsky Community House (FMSF 8OS00564), which is eligible for listing in the National Register of Historic Places, and has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the Florida SHPO has determined that the Project will have an adverse effect on this historic resource; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the Advisory Council on Historic Preservation (ACHP) has been notified of the adverse effect determination with specified documentation, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the City and the SHPO agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic property.

STIPULATIONS

Prior to initiating any work associated with the Project, the City shall ensure that the following measures are carried out:

I. HISTORIC DOCUMENTATION OF RESOURCE 8OS00564

Prior to any alteration or demolition activities associated with 8OS00564, the City shall document the structure in accordance with Historic American Building Survey (HABS) Level III standards, as per the guidance provided by the National Park Service (NPS) and shall submit this document to the NPS and the SHPO for comment in accordance with Stipulation VII.

- a. Any comments or requested revisions to the documentation provided by the NPS or SHPO shall be addressed, and the final document will be resubmitted to the NPS within 60 days of receipt of the comments and requested revisions.
- b. If there are any disputes regarding the requested revisions, these shall be resolved in accordance with Stipulation VII, below.
- c. The Applicant shall distribute the final copies of the HABS documentation as follows:
 1. One copy of archival quality documents to the NPS.
 2. One electronic copy to the SHPO.

II. PROJECT CONSTRUCTION SIGN

- a. A marker or plaque should be placed in a visible location on the new building's main façade that clearly indicates when the building was constructed (e.g. circa 2026).

III. INTERNET HISTORY PRESENTATION

- a. A presentation that documents the history of the Berlinsky House should be provided through the Applicant's web site or equally easily accessible internet location. This presentation should include the original construction history, use and demolition of the building.

IV. PROFESSIONAL STANDARD

All archaeological and historic preservation work carried out pursuant to this Agreement shall be conducted by, or under the direct supervision of, a person or persons meeting the Secretary of the Interior's Professional Qualification Standards for Archaeology and Historic Preservation as set forth at 62 FR 33708-33723 (June 20, 1997) and 36 CFR Part 61 Appendix A.

V. DURATION

This Memorandum of Agreement (MOA) will expire if its terms are not carried out within five (5) years from the date of execution. Prior to expiration, the parties involved may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation X below.

VI. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant, or if unanticipated effects on historic

properties found, the SHPO shall be notified within 24 hours of the discovery.

In the event that human skeletal remains or associated burial artifacts are uncovered within the project area during construction, all work in that area must cease. Local law enforcement, the local medical examiner, and SHPO must be notified within 24 hours of the discovery. The medical examiner will determine whether the State Archaeologist should be contacted per the requirements of Section 872.05, Florida Statutes, and Rule 1A-44.004, FAC.

VII. REVIEW STIPULATION

The SHPO and other consulting parties, including the federally recognized tribes affiliated with Florida, shall have a 30-day period for review and comment following the receipt of delivery of those submittals and reviews described above. If no comments are received by the end of the 30 days, it will be presumed there are no objections. Any objections to the findings or plans proposed in these submittals will be addressed in accordance with Stipulation IX, below.

VIII. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the parties involved shall collaborate to resolve the objection. If any such objections cannot be resolved, the SHPO will:

A. Forward all documentation relevant to the dispute, including the proposed resolution, to the ACHP. The ACHP shall provide its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the SHPO shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The SHPO will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the SHPO may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the SHPO shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.

C. Fulfill its responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

IX. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. All signatories must signify their acceptance of the proposed changes to the MOA in writing within 30 days of their receipt. The amendment will be effective on the date a copy signed by all signatories is filed with the ACHP.

X. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation IX, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA, effective immediately, upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on **the Project**, the SHPO must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The SHPO shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the City and SHPO, and implementation of its terms, is evidence that both parties have taken into account the effects of this undertaking on historic properties per the requirements of the Operating Agreement and Chapter 267, Florida Statutes, and afforded the ACHP an opportunity to comment.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have made and executed this **AGREEMENT** on the respective dates under each signature: The City of Kissimmee and the Division of Historical Resources/State Historic Preservation Office, through their authorized representatives.

**FLORIDA DIVISION OF HISTORICAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE**

Date: _____

Alissa Lotane
State Historic Preservation Officer and Director, Florida Division of Historical Resources

CITY OF KISSIMMEE

Date: _____

Jackie Espinosa
Mayor, City of Kissimmee



CHRONICLE™
HERITAGE

Section 106 Effects Case Study Report for the Berlinsky Community House, Kissimmee, Osceola County, Florida

Author:

Emily Ford, M.S.

April 25, 2024



Section 106 Effects Case Study Report for the Berlinsky Community House, Osceola County, Florida

Prepared by:
Emily Ford, M.S.

Prepared for:
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Technical Report No.: 23-PC-00560

Chronicle Heritage, LLC
1942 2nd Avenue South, Suite H
St. Petersburg, Florida 33712
(850) 296-3669

April 25, 2024

Executive Summary

The City of Kissimmee (City) intends to demolish the Berlinsky Community House (OS00564), also known as the Kissimmee Community House, at 300 E. Monument Avenue and replace it with a new community center structure intended to emulate the design of the previous building. The City is seeking grant funding from the U.S. Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) program in order to perform the necessary demolition. Pursuant to *24 CFR § 58.2(a)(7)* and *§ 58.10*, the City is identified as the "Responsible Entity" and has assumed HUD's responsibility for compliance with Section 106 of the National Historic Preservation Act.

The Area of Potential Effect (APE) for the proposed undertaking consists of 300 E. Monument Avenue within parcel 22-25-29-000U0-0150-0000. The structure at 300 E. Monument Avenue has been determined eligible for listing in the National Register of Historic Places (NRHP) by the State Historic Preservation Officer (SHPO). The undertaking proposes to demolish the existing building and replace it with a new community center structure. This action will result in an adverse effect on the historic property.

The purpose of this Case Study Report is 1) to summarize the City's efforts to develop project alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse effects; 2) to evaluate the effects of the Preferred Alternative on historic properties within the APE; 3) to document public and agency coordination efforts to date; and 4) to propose potential mitigation measures to resolve adverse effects.

The City explored two alternatives to the demolition of the structure at 300 E. Monument Avenue, a No Action Alternative and a Repair/Rehabilitation Alternative. **The No Action Alternative and the Repair/Rehabilitation Alternative are not recommended**, as neither satisfies the project's need nor definitively avoids adverse effects to the structure at 300 E. Monument Avenue. While the Demolition Alternative will have an adverse effect on the historic property, this alternative satisfies the project's need while remaining consistent with the goals of the CDBG and the mission of the City. As such, **the City has identified Demolition as the Preferred Alternative**. There is no feasible alternative to this demolition that meets the needs of the project.

The proposed undertaking requires demolishing the building at 300 E. Monument Avenue and replacing it with a new structure, which will result in an **adverse effect** to the property. Further coordination and consultation will occur among the SHPO, the City, and the Advisory Council on Historic Preservation (ACHP), other potential consulting parties, and the public to fulfill the requirements of Section 106. Final mitigation measures will be arrived at through consultation and documented in a Memorandum of Agreement to resolve the adverse effect.

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1 Introduction

The City of Kissimmee (City) intends to demolish the Berlinsky Community House (OS00564), also known as the Kissimmee Community House, at 300 E. Monument Avenue and replace it with a new community center structure intended to emulate the design of the previous building. The City is seeking grant funding from the U.S. Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) program in order to perform the necessary demolition. Pursuant to *24 CFR § 58.2(a)(7)* and *§ 58.10*, the City is identified as the "Responsible Entity" and has assumed HUD's responsibility for compliance with Section 106 of the National Historic Preservation Act.

The Area of Potential Effect (APE) for the proposed undertaking consists of the structure's footprint at 300 E. Monument Avenue within parcel 22-25-29-000U0-0150-0000. The structure at 300 E. Monument Avenue has been determined eligible for listing in the National Register of Historic Places (NRHP) by the State Historic Preservation Officer (SHPO). The undertaking proposes to demolish the existing building and replace it with a new community center structure. This action will result in an adverse effect on the historic property.

The purpose of this Case Study Report is 1) to summarize the City's efforts to develop project alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse effects; 2) to evaluate the effects of the Preferred Alternative on historic properties within the APE; 3) to document public and agency coordination efforts to date; and 4) to propose potential mitigation measures to resolve adverse effects.

Section 106 Effects Case Study Report for the Berlinsky Community House, Osceola County, Florida

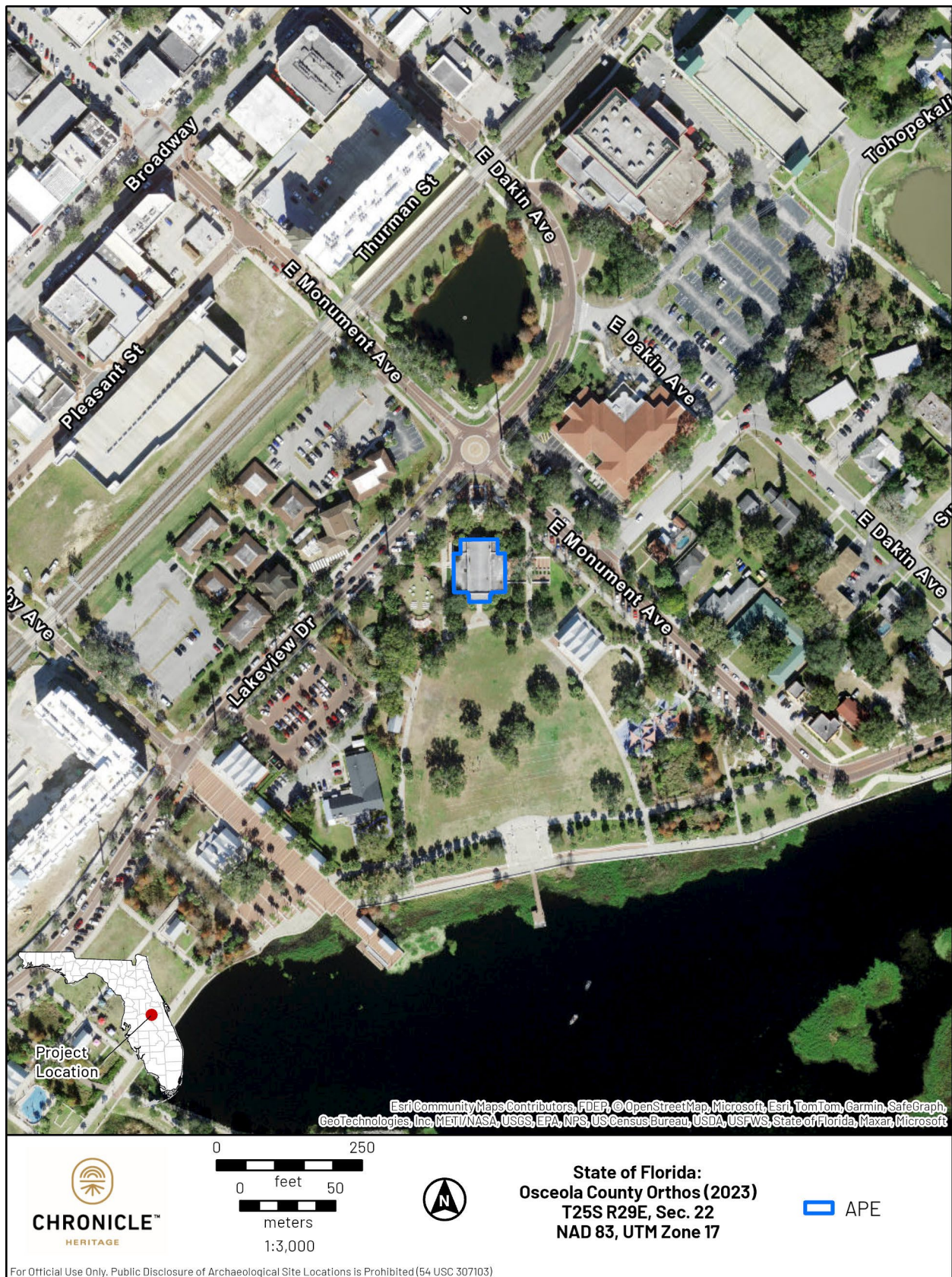


Figure 1-1. Map of APE on aerial photography.

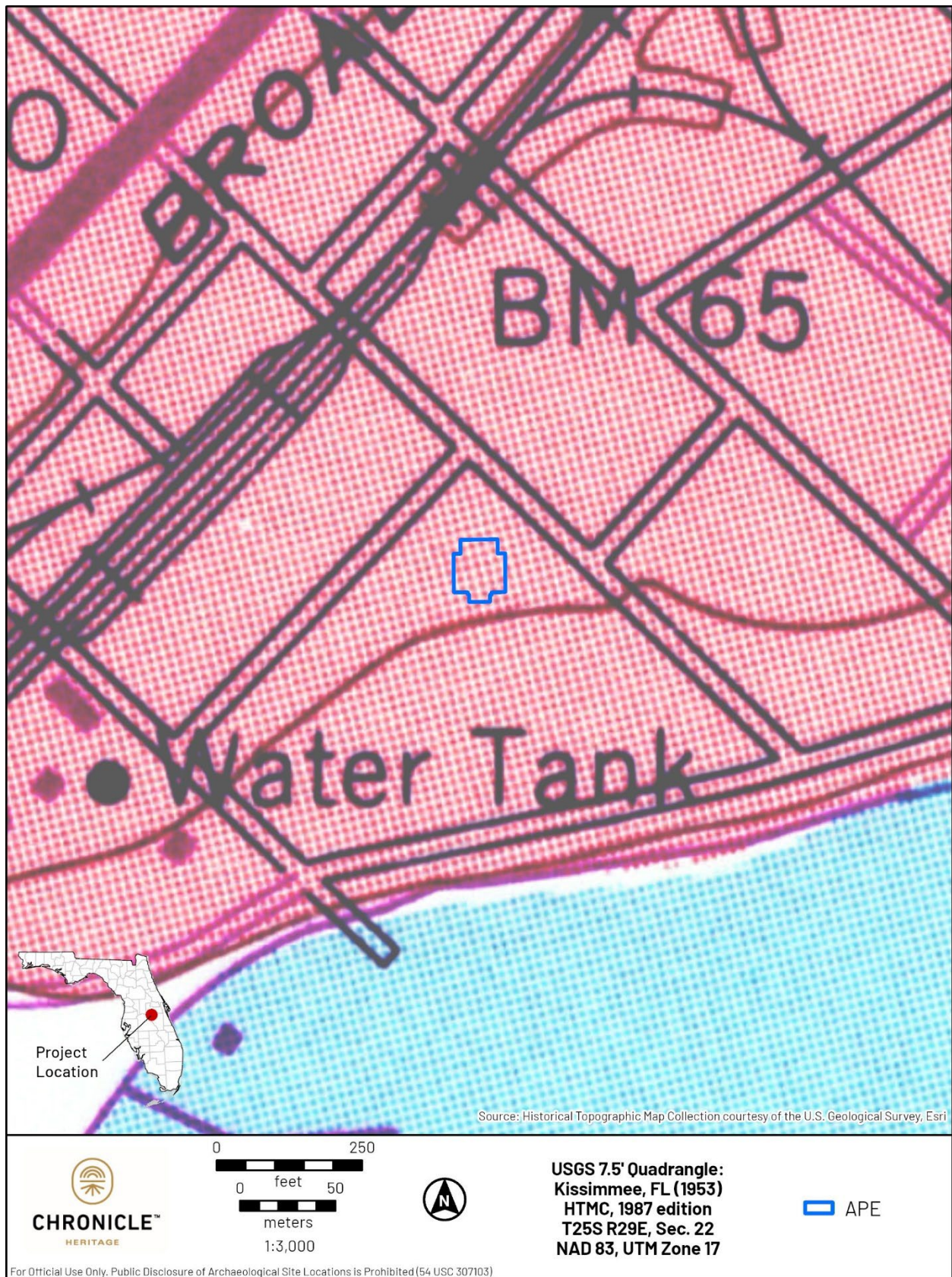


Figure 1-2. Map of APE on USGS topographical map.

2 Project Description and Need

The City intends to revitalize Lakefront Park, including the Berlinsky Community House, also known as the Kissimmee Community House. The current structure does not meet the needs of the community and requires substantial repairs. The aim is that the replacement structure will be safer and code compliant in contrast to the original historic structure. The replacement structure will preserve the original purpose of the Berlinsky Community House, which has served as a meeting place and event venue since its construction in 1929. The replacement structure is intended to emulate the appearance of the original Community House. The project will enable the continued use of the location and its surrounding park by the whole community in a safe and accessible environment.

The demolition of the Berlinsky Community House is the final phase of a larger endeavor to improve Kissimmee's Lakefront Park. The City intends to make the centrally located event venue compliant with building codes, as well as conforming to the standards of the Americans with Disabilities Act (ADA). The goal of the project is to continue the function of the Berlinsky Community House in a financially feasible way. Should the City be unsuccessful in their aim to obtain CDBG funds to revitalize the location, the Berlinsky Community House will be unable to serve its function and will fall further into neglect. Providing an updated and safe facility is necessary, and the structure is currently unsafe. Retaining the structure at 300 E. Monument Avenue in its current state runs counter to the goals of the project and the mission of the City (Steigerwald 2020).

3 Berlinsky Community House (OS00564), 300 E. Monument Avenue

The NRHP-eligible Berlinsky Community House (OS00564) is located at 300 E. Monument Avenue. The building was originally constructed with a rectangular plan in the Mediterranean Revival style (Figures 3-1 and 3-2). The initial rectangular portion was constructed by J.W. Thompson in 1929 around a previously existing bandshell. In 1937, the building was renovated and expanded using Works Progress Administration (WPA) funds. Under the direction of architect Howard Reynolds, the building was modified from its original Mediterranean Revival appearance to include Art Moderne influences. According to a report by Historic Property Associates, Inc. (1989), numerous windows were enclosed, entrance arches were modified from arched to squared, roof and parapet details were altered, and, most notably, several one-story extensions were added to the sides and rear of the building. The building is clad in stucco with a knockdown dash texture.

This building consists of concrete block constructed atop a continuous concrete foundation. The primary (south) elevation of the building features a stepped parapet and porch with square entryways, metal sconces, and three stairs with a handrail. The floor of the porch is tiled. The main entry is enclosed by double glass doors.

Parapets on all elevations of the building are signified by terra cotta pipe vents as well as several open drains with downspouts. The building features a flat, built-up roof and metal awning windows, which were installed in 2006 as part of a wind retrofit project (Cushing 2008).

Section 106 Effects Case Study Report for the Berlinsky Community House, Osceola County, Florida

From its inception in 1929, the Kissimmee Community House has served public functions, from Lion's Club meetings, to public dance lessons, to weddings. The building was originally outfitted to serve such needs, with kitchen, bathroom, and loft space (St. Lucie News Tribune, 1923, Orlando Sentinel, 1931). The Kissimmee Community House was named the Berlinsky Community House around 2008 (Orlando Sentinel, 2005).



Figure 3-1. Berlinsky Community House (OS00564), also known as Kissimmee Community House, south elevation. Photo by Jim Cushing via FMSF.



Figure 3-2. Figure 3-3. Berlinsky Community House (OS00564), also known as Kissimmee Community House, detail of west elevation. Photo by Jim Cushing via FMSF.

The Florida SHPO has evaluated the Berlinsky Community House for listing in the NRHP. The resource is considered **eligible for listing in the NRHP** under Criterion C as a good example of Mediterranean Revival architecture. The SHPO concurred with this eligibility evaluation in 2008 and again in 2022. (Appendix A).

4 Analysis of Project Alternatives

The City conducted due diligence to determine the feasibility of rehabilitating the existing Berlinsky Community House structure. Geotechnical and Engineering Consultants, Inc. (GEC) was retained to perform a Geotechnical and Engineering Exploration in April 2019. GLE Associates was retained to perform a Preliminary Mold Assessment, a Limited Asbestos Survey, and a Lead-Containing Paint survey in December 2019. The Lunz Group was retained to perform an Architectural and Structure Inspection and Analysis in January 2020 (City of Kissimmee Public Works & Engineering).

The Lunz Group in January 2020 reviewed the previous documentation and produced an Existing Conditions Assessment that included findings regarding the site, building structure, building envelope, foundation, utilities, and ADA compliance. For code compliance, the assessment concluded that the stage, stairs, bathrooms, and ramps were not ADA compliant and that the building had no fire sprinklers nor fire alarms. The assessment further concluded that the roof trusses and roof decking were significantly deteriorated. The present slope of the roof was found to be 25'-0" and likely out of building code compliance. The loft area of the Berlinsky Community House could not be accessed for evaluation, as the stairs were too unstable (The Lunz Group and BBM Structural Engineers 2020).

Findings regarding the building structure concluded that, while the overall structure was in salvageable condition, the following actions were deemed necessary to return the structure to a safe and serviceable condition:

- stabilization, crack repair, and x-ray investigation of (CMU, i.e., concrete block) exterior walls;
- installation of helical piles to the building foundation to prevent further settling;
- complete removal of existing roof framing system and replacement with a compliant framing system;
- retrofit of entire building envelope (roof, exterior walls, and floor slab) to meet energy codes;
- repair and refinish buckling interior floors;
- retrofit of all doors, bathrooms, and exterior ramps to meet ADA requirements;
- stabilize loft area;
- install complete fire protection sprinkler and fire alarm systems;
- replacement of HVAC mechanical system to assist in mold abatement and meet current energy codes;
- retrofit and upgrade of electrical system to meet current energy codes;

Section 106 Effects Case Study Report for the Berlinsky Community House, Osceola County, Florida

- installation of drinking fountains to meet current building codes (City of Kissimmee Public Works & Engineering; The Lunz Group and BBM Structural Engineers 2020).

In a 2020 presentation, Kissimmee Public Works and Engineering determined the cost of repairing the foundation alone to be between \$250,000 and \$450,000, compared with full renovation (\$2,048,982). The demolition of the existing structure and reconstruction of a new period-style building to match the old was determined to be \$2,764,949 (City of Kissimmee Public Works & Engineering).

Based on the recommendations of the Lunz Group and other previous reports, Gilbane Building Company prepared a Conceptual Estimate of \$2,536,343 in February 2021 for the rehabilitation of Berlinsky Community House (Gilbane Building Company, 2021). As the scope of rehabilitation work will not result in an increase in community space or expansion of potential programs, it is not financially feasible for the City.

Following the results of these studies, the City determined that there was no feasible and reasonable alternative to the demolition of the structure at 300 E. Monument Avenue that meets the needs of the project. In September 2022, the City retained Baker Barrios Architects, Inc., to design a replacement building that incorporates elements of the original Berlinsky Community House (Appendix B).

The proposed undertaking requires demolition of the structure at 300 E. Monument Avenue, and in a letter dated December 8, 2022, the Florida SHPO determined that the structure's demolition would result in an adverse effect to the property (Appendix A). In accordance with 36 CFR § 800.6(a), the City has developed and evaluated alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse the effect. The following project alternatives were considered: 1) No Action; 2) Repair/Rehabilitation; and 3) Demolition.

4.1 Alternative 1: No Action

The structure at 300 E. Monument Avenue has been used as a community event center and part of Kissimmee Lakefront Park since its construction in 1929. Presently, the condition of the building prevents the continuation and expansion of programming at the Community House (Steigerwald 2020). The No Action Alternative precludes the development of a safe and usable facility to service the local community and will result in further neglect of the site. As described in 36 CFR § 800(a)(2)(vi) "neglect of a property which causes its deterioration" constitutes an adverse effect. As such, the No Action Alternative is not recommended, as it neither satisfies the project's need nor definitively avoids adverse effects to the structure at 300 E. Monument Avenue.

4.2 Alternative 2: Repair/Rehabilitation

A Repair/Rehabilitation Alternative was evaluated by the City throughout project development. Repairs are simply actions that would allow the structure to be safely occupied. Rehabilitation as defined in 36 CFR § 68.2(b) is "the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values."

As discussed above, the Lunz Group performed an evaluation of structure and site in January 2020. Based on discussions with the City and the findings of the January 2020 site visit, it was

anticipated that the Berlinsky Community House building would require the replacement of entire building systems, including floors and roof, and extensive retrofitting for code compliance (The Lunz Group and BBM Structural Engineers 2020). The renovation project would be classified as a Level 3 Alteration by the Florida Building Code (FBC). Per 604.1, Level 3 Alterations apply where the work area exceeds 50 percent of the building. As described in 36 CFR § 800(a)(2)(vi), these improvements would likely still result in an adverse effect.

The Repair/Rehabilitation Alternative is not feasible, as sufficient funds to rehabilitate the structure in accordance with Secretary of the Interior's standards are not available. Repair of the existing structure while bringing the site up to code would likely still result in an adverse effect. As such, **the Repair/Rehabilitation Alternative is not recommended**, as it neither satisfies the project's need nor definitively avoids adverse effects to the structure at 300 E. Monument Avenue.

4.3 Alternative 3: Demolition

A due diligence assessment of the Berlinsky Community House (OS00564) at 300 E. Monument Avenue was conducted in 2020 and again by Gilbane Building Company in 2021. Several groups were retained to perform studies of the condition of the building, the presence of hazards like lead-based paint and mold, and code compliance. Based on the findings of these studies, the City determined that preservation of the Berlinsky Community House while allowing to serve its original function is not feasible. Demolition of the structure and replacement with a new period-style building that incorporates elements of the original building will allow the structure to be brought into compliance with Florida Building Codes and Florida Accessibility Code. The Demolition Alternative will enable the City to construct an updated and safe facility that will better serve the community and provide arts and community engagement to the City.

4.4 Preferred Alternative – Demolition

The **No Action Alternative and Repair/Rehabilitation Alternative are not recommended**, as neither satisfies the project's need nor definitively avoids adverse effects to the structure at 300 E. Monument Avenue. While the Demolition Alternative will have an adverse effect on the historic property, this alternative satisfies the project's need while remaining consistent with the goals of the CDBG program and the mission of the City. As such, the **City has identified Demolition as the Preferred Alternative**. There is no feasible alternative to this demolition that meets the needs of the project.

5 Evaluation of Effects

This Section 106 Effects Case Study Report documents the potential effects the preferred alternative will have on the structure at 300 E. Monument Avenue, a resource that is potentially eligible for listing in the NRHP. The Criteria of Adverse Effect, as defined in *36 CFR § 800.5(a)(1)*, were applied to this historic property. An adverse effect is defined as follows:

An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of

the property's location, design, setting, materials, workmanship, feeling, or association. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the National Register. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance, or be cumulative.

Examples of adverse effects on historic properties, found in *36 CFR § 800.5(a)(2)*, include but are not limited to:

- i) Physical destruction of or damage to all or part of the property;
- ii) Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation, and provision of handicapped access, that is not consistent with the Secretary's Standards for the Treatment of Historic Properties (*36 CFR part 68*) and applicable guidelines;
- iii) Removal of the property from its historic location;
- iv) Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;
- v) Introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features;
- vi) Neglect of a property which causes its deterioration, except where such neglect and deterioration are recognized qualities of a property of religious and cultural significance to an Indian tribe or Native Hawaiian organization; and
- vii) Transfer, lease, or sale of property out of Federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance.

The preferred alternative requires the demolition the structure at 300 E Monument Avenue. In accordance with *36 CFR § 800.5(a)(2)(i)*, **the preferred alternative will have an adverse effect on the historic property.** In a letter dated December 8, 2022 (Appendix A), the Florida SHPO confirmed that the structure's partial demolition would result in an adverse effect to the property.

6 Mitigation Measures

As detailed above, there is no feasible or cost-effective means of avoiding the demolition of the Berlinsky Community House while meeting the needs of the project. The demolition will result in an adverse effect to the historic property, and in accordance with *36 CFR § 800.6(a)*, the following potential mitigation measures are proposed to resolve the adverse effect.

- Preparation of an application for a Florida Historical Marker, which will be installed on site following completion of the construction project.
- Photo documentation of the Berlinsky Community House and preparation of an updated Florida Master Site File (FMSF) form.

Section 106 Effects Case Study Report for the Berlinsky Community House, Osceola County, Florida

- Preparation of an extended historical narrative detailing the significance of the Berlinsky Community House. The narrative can be submitted to the Site File along with the new FMSF form.
- Create a display of historical (if available) and/or modern photographs of the Berlinsky Community House to be displayed in the newly constructed community center.

These measures are neither exhaustive nor final; additional measures can be arrived at through consultation with the SHPO, the City, other potential consulting parties, and the public. The City will execute a Memorandum of Agreement (MOA) with SHPO and, if participating in consultation, the Advisory Council on Historic Preservation (ACHP) pursuant to *36 CFR § 800.6(c)*.

7 CONSULTATION WITH THE PUBLIC AND THE ACHP

Pursuant to 36 CFR §800.6(a)(4), the City shall make the information presented in this Case Study Report available to the public and shall continue to provide opportunities for members of the public to express their views on resolving adverse effects of the undertaking. Further, the City will place a public notice in the local newspaper seeking input from the public to assist in the development of appropriate mitigation measures to resolve the adverse effect to the historic property. Public comments on the project and proposed mitigation measures will be accepted throughout development of the MOA.

Pursuant to *36 CFR 800.6 § (a)(1)*, the City will notify the ACHP of the adverse effect finding and will invite the ACHP to participate in consultation. The notification and required documentation outlined in *36 CFR § 800.11(e)* will be delivered by the City via the ACHP's e106 system.

8 SUMMARY AND CONCLUSIONS

The City intends to demolish the Berlinsky Community House (8OS00564) at 300 E. Monument Avenue and replace it with an updated community center that emulates the style and design of the previous building. The City is seeking grant funding from the HUD's CDBG Program. Pursuant to *24 CFR § 58.2(a)(7)* and *§ 58.10*, the City is identified as the "Responsible Entity" and has assumed HUD's responsibility for compliance with Section 106 of the National Historic Preservation Act.

The APE for the proposed undertaking consists of the footprint of the Berlinsky Community House building at 300 E. Monument Avenue, located within parcel 22-25-29-000U0-0150-0000. The structure has been determined eligible for listing in the NRHP by the SHPO. The undertaking proposes to demolish the existing structure and replace it with a new community center building. This action will result in an adverse effect on the historic property.

The purpose of this Case Study Report is 1) to summarize the City's efforts to develop project alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse effects; 2) to evaluate the effects of the Preferred Alternative on historic properties within the

Section 106 Effects Case Study Report for the Berlinsky Community House, Osceola County, Florida

APE; 3) to document public and agency coordination efforts to date; and 4) to propose potential mitigation measures to resolve adverse effects.

The City explored two alternatives to the demolition of the structure at 300 E. Monument Avenue, a No Action Alternative and a Repair/Rehabilitation Alternative. **The No Action Alternative and the Repair/Rehabilitation Alternative are not recommended**, as neither satisfies the project's need nor definitively avoids adverse effects to the structure 300 E. Monument Avenue. While the Demolition Alternative will have an adverse effect on the historic property, this alternative satisfies the project's need while remaining consistent with the goals of the CDBG program and the mission of the City. As such, **the City has identified Demolition as the Preferred Alternative**. There is no feasible alternative to this demolition that meets the needs of the project.

The proposed undertaking requires demolishing the building at 300 E. Monument Avenue and replacing it with a new structure, which would result in an **adverse effect** to the property. Further coordination and consultation will occur among the SHPO, the City, the ACHP, other potential consulting parties, and the public to fulfill the requirements of Section 106. Final mitigation measures will be arrived at through consultation and will be documented in a MOA to resolve the adverse effect.

9 References

City of Kissimmee Public Works and Engineering

2020 "Berlinsky Community House." PowerPoint Presentation.

Cushing, Jim

2008 Historic Structure Form 80S00564 Berlinsky Community House. Florida Master Site File.

Gilbane Building Company

2021 Berlinsky Community House Rehabilitation Conceptual Estimate.

Historic Property Associates, Inc.

1989 *Historic Properties Survey of Charlotte County, Florida*. FMSF Survey No. 2056. Florida Division of Historical Resources, Tallahassee.

Steigerwald, Mike

2020 Application for Florida Department of State Cultural Facilities Grant: Berlinsky Community House.

The Lunz Group, and BBM Structural Engineers

2020 City of Kissimmee Berlinsky Community House Inspection and Report.

The Orlando Sentinel

1931 "Kissimmee to Welcome Zoo Visitors." *The Orlando Sentinel*, June 16, 1931.

2005 "Dance Classes." *The Orlando Sentinel*, January 19, 2005.

The St. Lucie News Tribune

1923 "To Have Big Park." *The St. Lucie News Tribune*, October 12, 1923.

Appendix A.
SHPO Consultation Letter
December 8, 2022



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

Yary Nunez
City Of Kissimmee
101 Church Street
Kissimmee, Florida 34741

December 8, 2022

RE: DHR Project File No.: 2022-7365
Project: *Berlinsky Community House 300 East Monument Avenue Kissimmee Florida, 34741*
County: Osceola

Ms. Nunez:

The Florida State Historic Preservation Officer reviewed the referenced project for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*. The review was conducted in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, and its implementing regulations in *36 CFR Part 800: Protection of Historic Properties*.

The Berlinsky Community House (Kissimmee Community House) (Florida Master Site File Number: OS00564), 300 East Monument Avenue, was previously determined to be eligible for listing in the National Register of Historic Places. Therefore, the proposed demolition of the Berlinsky Community House would have an adverse effect on historic properties. As HUD's responsible entity for this project, the City of Kissimmee is directed to follow the process described in 36 CFR Part 800.6, *Resolution of Adverse Effects* to complete the Section 106 process. To complete this process, the City of Kissimmee should undertake the following actions:

- 1) According to 36 CFR 800.6(a), the Agency (The City of Kissimmee) shall continue consultation with the SHPO and other consulting parties to develop and evaluate alternatives or modifications to the undertakings that could avoid, minimize, or mitigate adverse effects on historic properties. The Agency shall submit a case study outlining these efforts for review by the SHPO.

* A case study is a document that outlines the agency's efforts to develop and evaluate alternatives or modifications to a project that could avoid or minimize adverse effects to cultural resources. The case study provides a record of an agency's due diligence to carefully consider the impacts of its actions upon cultural resources. The document may also reveal previously unidentified but feasible alternatives that will avoid impacts altogether.

- (2) In accordance with 36 CFR 800.6(a)(4), the Agency shall make information regarding this finding available to the public, providing the public with an opportunity to express their views on resolving adverse effects of the undertakings. Pursuant to 36 CFR 800.11(e), copies or summaries of any views provided by consulting parties and the public shall be made available to the SHPO as part of the case study outlined in (1).

Division of Historical Resources
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6300 • 850.245.6436 (Fax) • FLHeritage.com



(3) The Agency shall notify the Advisory Council on Historic Preservation (ACHP), 401 F Street NW, Suite 308, Washington, DC 20001-2637, of the adverse effect finding per 36 CFR 800.6 (a)(1). The notification to the ACHP should be similar to the project information submitted to this office and should include the following documentation as outlined in 36 CFR 800.11(e). The ACHP will advise of its decision to participate in consultation within fifteen (15) days of receipt of this notification or other request. If the ACHP chooses not to participate in consultation, the Agency shall resolve the adverse effect without ACHP participation and pursuant to 36 CFR 800.6(b)(1). Notification of the ACHP can also be completed digitally; information for digital notification is available at <https://www.achp.gov/e106-email-form>.

(4) If the Agency, the SHPO and, if applicable, the ACHP agree on how the adverse effects will be resolved, they shall execute a Memorandum of Agreement (MOA) pursuant to 36 CFR 800.6(c).

(5) If the Agency and the SHPO fail to agree on the terms of the MOA, the Agency shall request the ACHP to join the consultation. If the ACHP decides to join the consultation, the Agency shall proceed in accordance with 36 CFR 800.6(b)(2). If the ACHP decides not to join the consultation, the ACHP will notify the Agency and proceed to comment in accordance with 36 CFR 800.7.

Our office looks forward to consulting with you to resolve this adverse effect. If you have any questions, please contact Alayna Gould, Historic Preservationist, by email at Alayna.Gould@dos.myflorida.com, or by telephone at 850-245-6343.

Sincerely,

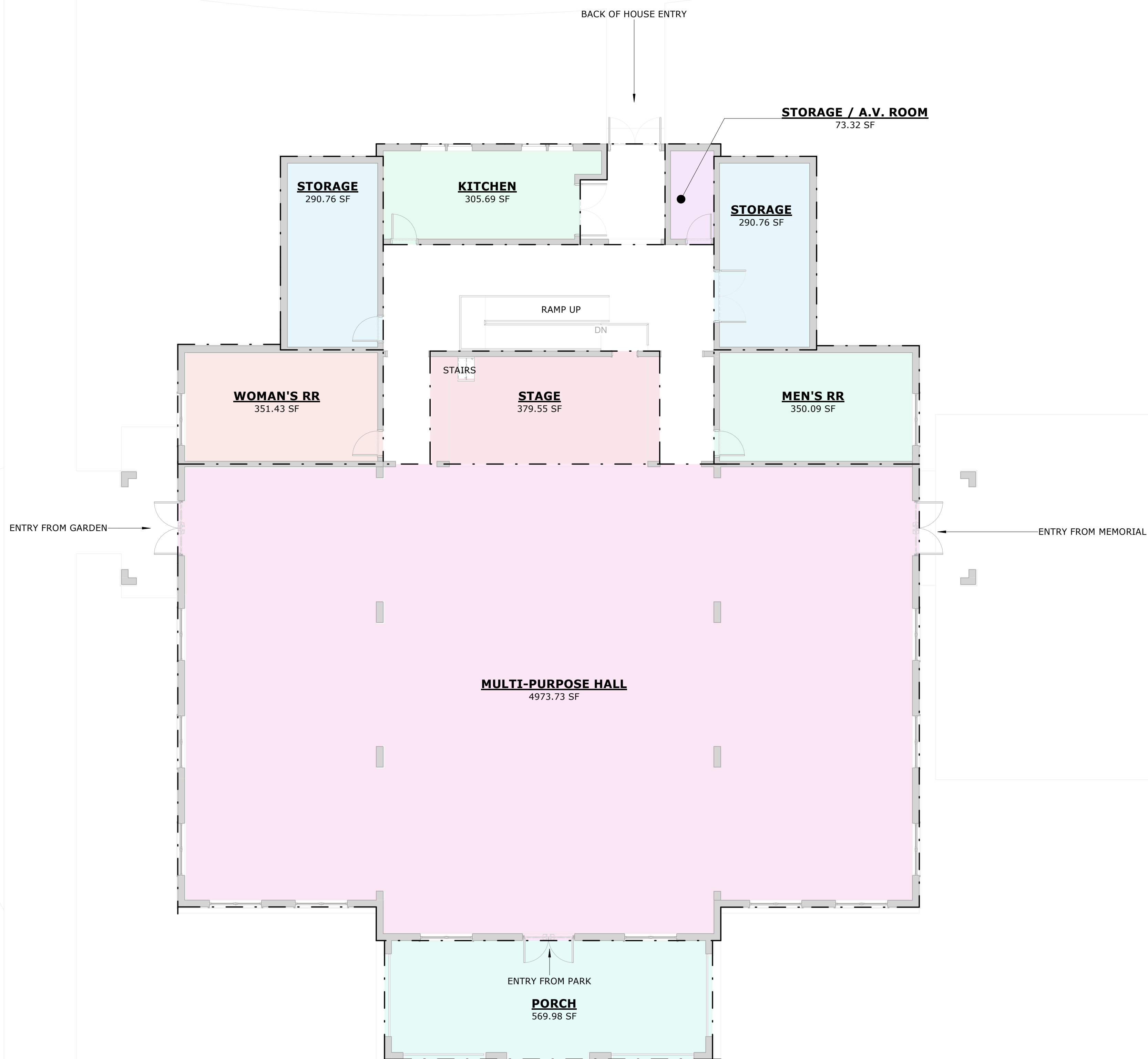
Handwritten signature of Kelly L. Chase in blue ink. The signature is written in a cursive style. Below the signature, the word "For" is written in a smaller, simpler font.

Alissa Slade Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

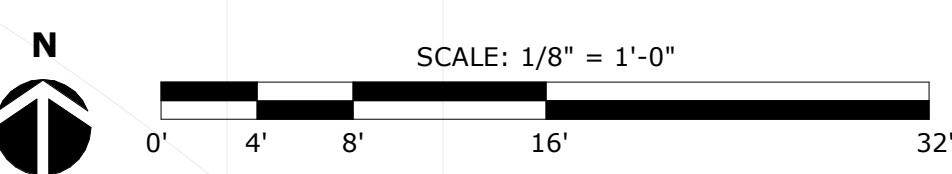
Appendix B. Project Concept Design Plan

CITY OF KISSIMMEE | BERLINSKY COMMUNITY CENTER
KISSIMMEE, FLORIDA

CONCEPT DESIGN
09.16.2022



GROSS BUILDING AREA PLAN- LEVEL 1



G1-01



ELEVATION- EXTERIOR- SOUTH



ELEVATION- EXTERIOR- WEST



ELEVATION- EXTERIOR- NORTH



ELEVATION- EXTERIOR- EAST





ITEM 7.G

Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program

Request

Approval to enter into an Intergovernmental Transfer (IGT) agreement (contract #20250066) with the Agency for Health Care Administration (AHCA) to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

Explanation

Since 2016, a program has been in place for Public EMS providers in the state of Florida to receive Public Emergency Medical Transportation (PEMT) Medicaid Fees for Service (FFS) Supplemental Payment reimbursements. To date, the City has received \$4,883,013.87 through the PEMT FFS program. In June of 2020, the Commission approved the City to enter into agreements with the seven Medicaid Managed Care Organizations (MCOs) in our region to receive additional supplemental payments for Medicaid patients transported by the Fire Department. The PEMT program provides supplemental payments to eligible public entities that meet specific requirements and provide emergency medical transportation to Medicaid recipients.

In order to continue to receive these funds, the City needs to execute a Letter of Agreement (LOA) with AHCA for IGTs not to exceed \$682,652.21 for FY25-26. These funds are included in the City's FY25-26 Budget. Once executed, the City can expect to receive an estimated net total of approximately \$913,075.24 in reimbursements from the MCOs.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00135103-503434				\$682,652.21

Financial Summary:

The PEMT program provides supplemental payments to eligible public entities that meet specific requirements and provide emergency medical transportation to Medicaid recipients. To continue receiving these funds, the City must execute a Letter of Agreement with AHCA for IGTs not to exceed \$682,652.21 for FY25-26.

Recommendation

Staff recommends approval of the IGT agreement with AHCA.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Fire

Presenter:

Attachment(s):

1. (S) PEMT SFY 2025-26 LOA_Kissimmee Fire Department

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2025, by and between **City of Kissimmee** (the “IGT Provider”) on behalf of **Kissimmee Fire Department**, and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

“Public Emergency Medical Transportation (PEMT),” pursuant to the General Appropriation Act, Laws of Florida 2025-198 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2025-2026, passed by the 2025 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$682,652.21**. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The IGT Provider will return the signed LOA to the Agency.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$682,652.21**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2025 through June 2025 are due to the Agency no later than October 31, 2025, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
- ii. The IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

- 5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
- 6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-

direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2025, through June 30, 2025, and shall be terminated September 30, 2026, which includes the state's certified forward period.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2025-2026
Estimated IGTs	\$682,652.21
Total Funding Not to Exceed	\$682,652.21

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

CITY OF KISSIMMEE

SIGNED
BY: _____

NAME: _____

TITLE:

DATE: _____

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

NAME: Stephanie Scanlon

TITLE: Chief of Medicaid Program
Finance

DATE: _____

ITEM 7.H

Amendment to drainage easement agreement – Osceola Village (Lot D)

Request

Approval of the Amendment to the Drainage Easement Agreement among CRP/NRP Osceola Village Owner, L.L.C., Osceola-Kissimmee Development IV, LLC, and the City of Kissimmee. (Contract #: 20250379)

Explanation

The original Drainage Easement Agreement was recorded between CRP/NRP Osceola Village Owner, L.L.C. and Osceola-Kissimmee Development IV, LLC for a portion of Lot D within the Osceola Village Center Commercial and Apartment plat. The proposed amendment updates the legal description of the easement area, corrects party labels in the original agreement, and adds the City of Kissimmee as a grantee.

This amendment grants the City a non-exclusive, perpetual drainage easement for public stormwater purposes, including access for maintenance and repair. The City does not assume ownership of the land and incurs no cost as part of the agreement. The Grantor retains the right to use the property in ways that do not interfere with the easement.

Recommendation

Approval of the Amendment to the Drainage Easement Agreement among CRP/NRP Osceola Village Owner, L.L.C., Osceola-Kissimmee Development IV, LLC, and the City of Kissimmee, and authorization for the Mayor to execute all associated documents.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Amendment to Drainage Easement - Osceola Village
2. OVA Original Drainage Easement
3. Osceola Village Apartments Amendment to Drainage Easement Agreement_Vicinity Map

Prepared by and Return to:
Diane D. Karst, Esq.
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Boulevard, Suite 310
Boca Raton, Florida 33431

AMENDMENT TO DRAINAGE EASEMENT AGREEMENT

THIS AMENDMENT TO DRAINAGE EASEMENT AGREEMENT (“Amendment”), made the ____ day of August, 2025, between CRP/NRP OSCEOLA VILLAGE OWNER, L.L.C. (the “Grantor”), a Delaware limited liability company, having its principal place of business located at 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115; and OSCEOLA-KISSIMMEE DEVELOPMENT IV, LLC, a Florida limited liability company (“OKD”) and THE CITY OF KISSIMMEE, FLORIDA, a Florida municipal corporation (“City”), whose address is 101 Church Street, Suite 110, Kissimmee, FL 34741 (hereinafter OKD and City are referred to collectively as “Grantee”).

WITNESSETH

WHEREAS, Grantor is the owner of fee simple title in and to Lot D, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, according to the plat thereof, as recorded in Plat Book 36, Page 35, of the public records of Osceola County, Florida (“Grantor’s Property”); and,

WHEREAS, Grantor and OKD entered into that certain Drainage Easement Agreement recorded in Official Records Book 6601 Page 813 of the Public Records of Osceola County, Florida, as re-recorded in Official Records Book 6601 Page 813 of the Public Records of Osceola County, Florida (“Easement Agreement”) over, under, and upon the Grantor’s Property as described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Easement Property”); and

WHEREAS, Grantor and OKD desire to amend the legal description of the Easement Property as set forth in the Easement Agreement, correct the party designation for the names of the signatories in the Easement Agreement, and expand the rights and easements in the Easement Agreement to grant to the City a non-exclusive perpetually unobstructed public drainage easement in and to the Easement Property, as more particularly described in this Amendment.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 U.S. Dollars (\$10.00), the mutual covenants, representations and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals to this Amendment and the exhibit referred to therein are true and correct and are hereby incorporated into and made a part of this Amendment.
2. **Grant of Drainage Easement.** The parties agree that the Easement Property as

described in the Easement Agreement is hereby amended in its entirety as described in Exhibit "A" attached hereto. In addition to the rights and easements granted in the Easement Agreement, and subject to the terms and conditions hereinafter provided, Grantor hereby grants and conveys to City, its agents, invitees and licensees and successors, in perpetuity, a non-exclusive perpetually unobstructed public drainage easement in and to the Easement Property, to construct, improve, reconstruct, replace, inspect, repair, maintain, and use for public drainage purposes, including related and customary uses of drainage pipes and ingress and egress over the Grantor Property for access to the Easement Property.

3. **Grant of Additional Easements.** This Amendment shall in no way restrict the right of Grantor to grant other easements or make other uses of Easement Property so long as such other grants and uses are not materially inconsistent with the rights granted hereunder.

4. **Correction.** The parties acknowledge and agree that the designation of the Grantor and the Grantee set forth above their respective signatures on the Easement Agreement is incorrect and that the designation over the signature of Grantor is hereby amended to be "GRANTOR" and the designation over the signature of OKD is hereby amended to be "GRANTEE".

5. **Miscellaneous Provisions.**

A. **Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective representatives, successors and assigns.

B. **Amendment.** This Amendment and the Easement Agreement may not be amended, modified, altered or changed in any respect except by further agreement in writing duly executed by Grantor, OKD and the City.

C. **Severability.** If any of the provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment and the application of such provision to the persons or situations other than those as to which it shall have been invalid or unenforceable, shall not be affected thereby and shall continue to be valid and be in force to the fullest extent permitted by law.

D. **Captions.** The headings and captions contained in this Amendment are for convenience and reference only and in no way define, limit, or describe the scope of the intent of this Amendment.

E. **Construction.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require.

F. **Exercise of Rights.** Notwithstanding anything herein to the contrary, any rights granted hereunder shall be exercised so as to avoid and/or minimize interference with the use and operation of the surrounding property owned by the Grantor.

G. **Applicable Law.** The validity of this Amendment and all of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

H. **Covenants Running with the Land.** It is intended that the terms, covenants and conditions set forth in this Amendment shall be construed as both covenants and conditions and that they shall run with the Easement Property and be affirmatively enforceable, and shall continue to be easements and covenants benefitting, binding, and running with the land.

I. **No Waiver.** The waiver of any default in the performance of any term, covenant or condition of this Amendment shall not be deemed a waiver of any subsequent default in the performance of the same term, provision, or covenant, or any other term, provision or covenant of this Amendment.

J. **Indemnity.** Grantee hereby indemnifies and agrees to hold Grantor harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by the other parties and which may arise out of or in connection with, by reason of the actions of or the failure to take action by Grantee, or the negligence or misconduct of Grantee, its agents, representatives, contractors or employees, in the conduct of the construction or maintenance performed by Grantee and any action taken by Grantee pursuant to the terms of the Easement, as amended by this Amendment.

K. **Default.** Upon the failure of either party to comply with such party's obligations under the terms of this Easement, the non-defaulting party shall deliver notice to the defaulting party, and if such default is not cured within thirty (30) days after receipt of such written notice (or such longer period of time provided that the defaulting party is diligently prosecuting the cure of the default) the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action, the prevailing party shall be entitled to recover its costs and attorneys' fees. Notwithstanding any provision herein to the contrary, in no event shall any party be liable for consequential, punitive or speculative damages.

M. **Grant of Easement Only.** The parties are not hereby conveying any land or title thereto but merely are granting the rights and easements hereinabove set forth. The parties reserve all right, title, interest and privilege in and to their respective properties for all purposes not inconsistent with the easements and uses described in this Amendment.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal the day and year first written above.

Witnesses:

GRANTOR:
CRP/NRP OSCEOLA VILLAGE OWNER,
L.L.C., a Delaware limited liability company

By: Haylee Kreuz
Printed Name: Haylee Kreuz
Address: 1228 Euclid Ave 4th Floor
Cleveland OH 44115

By: Noam Magence
Printed Name: Noam Magence
Title: Secretary

By: Isabella Rakitjan
Printed Name: Isabella Rakitjan
Address: 1228 Euclid Ave 4th Floor
Cleveland, OH 44115

STATE OF OHIO
COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of August, 2025, by Noam Magence, as Secretary of CRP/NRP OSCEOLA VILLAGE OWNER, L.L.C., a Delaware limited liability company authorized to do business in the State of Florida on behalf of the company/corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC:

Joseph Karasek

(Signature)

Joseph Karasek

(Print or Type Name)

(SEAL)



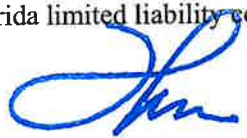
Joseph Nicholas Karasek
Notary Public, State of Ohio
Commission #: 2025-RE-890394
My Commission Expires 05-12-2030

State of Ohio at Large
Commission No. 2025-RE-890394
My Commission Expires: 5/12/2030

GRANTEES:

OKD:

OSCEOLA-KISSIMMEE DEVELOPMENT IV,
LLC, a Florida limited liability company

By: 
Richard C. Wohlfarth, Manager

THE STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 13th day of August, 2025, by Richard C. Wohlfarth, Manager of
OSCEOLA – KISSIMMEE DEVELOPMENT IV, LLC, a Florida limited liability company
authorized to do business in the State of Florida on behalf of the company/corporation. He ☒ is
personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC:



(SEAL)


(Signature)

Jamie Meyers

(Print or Type Name)

State of Florida at Large
Commission No. 658506
My Commission Expires: 3/30/2029

GRANTEES:

CITY OF KISSIMMEE

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of August, 2025, by _____, as _____ of City of Kissimmee on behalf of the city. They ☐ are personally known to me or ☐ have produced _____ as identification.

NOTARY PUBLIC:

(Signature)

(SEAL)

(Print or Type Name)

State of _____ at Large

Commission No. _____

My Commission Expires: _____

Exhibit A
(See attached)

**SKETCH OF DESCRIPTION
OSCEOLA VILLAGE
DRAINAGE EASEMENT**

SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF LOT D, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 35-38, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF SAID LOT D; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT D, S42°20'43"W, A DISTANCE OF 38.90 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTHWESTERLY LINE OF LOT D, S47°39'17"E, A DISTANCE OF 1059.44 FEET; THENCE S80°38'20"E, A DISTANCE OF 71.45 FEET, TO THE MOST EASTERLY CORNER OF SAID LOT D; THENCE ALONG THE SOUTHEASTERLY LINE OF LOT D, THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 38°03'31" AND A CHORD BEARING AND DISTANCE OF S39°24'01"W, 40.43 FEET) FOR AN ARC DISTANCE OF 41.18 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID SOUTHEASTERLY LINE OF LOT D, N80°38'20"W, A DISTANCE OF 61.58 FEET; THENCE N47°39'17"W, A DISTANCE OF 1069.80 FEET TO SAID NORTHWESTERLY LINE OF LOT D; THENCE ALONG SAID NORTHWESTERLY LINE OF LOT D N42°20'43"E, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 39498 SQUARE FEET (0.907 ACRES) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

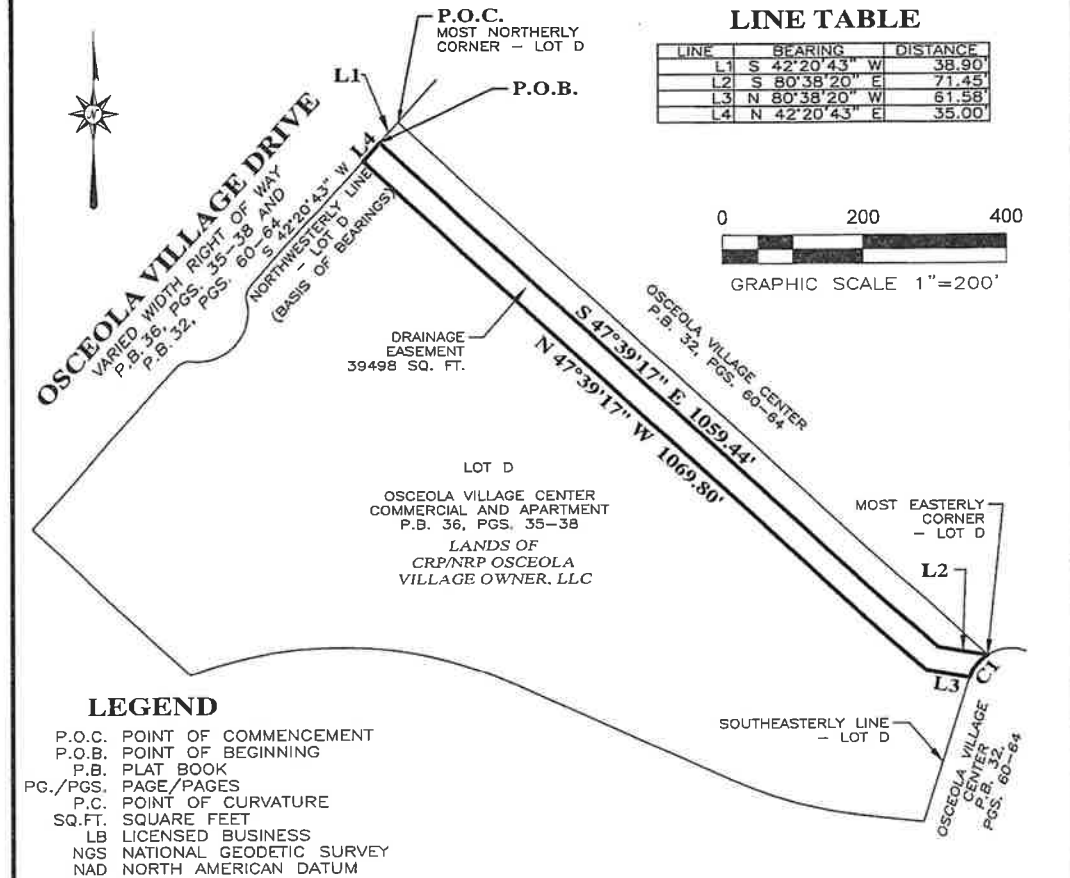
1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A DRAINAGE EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTHWESTERLY LINE OF LOT D WHICH BEARS S42°20'43"W.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.
5. THIS IS NOT A SURVEY.

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9591 WEB: www.leadingedges.com FLORIDA LICENSED BUSINESS NUMBER LB 6348	SKETCH OF DESCRIPTION FOR THE NRP GROUP	DATE OF DRAWING: 26 JUN 2025 MANAGER: JAB CADD: ICW PROJECT NUMBER: 1194-22002 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): N/A COMPUTER FILE: 1194002SD10.DWG SCALE: 1" = 200' SHEET 1 OF 2
	SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.  DATE: 6-30-2025 MIKE BAERHOLD PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575	

SKETCH OF DESCRIPTION OSCEOLA VILLAGE DRAINAGE EASEMENT

SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 42°20'43" W	38.90'
L2	S 80°38'20" E	71.45'
L3	N 80°38'20" W	61.58'
L4	N 42°20'43" E	35.00'

0 200 400
GRAPHIC SCALE 1"=200'

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.B. PLAT BOOK
PG./PGS. PAGE/PAGES
P.C. POINT OF CURVATURE
SQ.FT. SQUARE FEET
LB LICENSED BUSINESS
NGS NATIONAL GEODETIC SURVEY
NAD NORTH AMERICAN DATUM

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	62.00'	38°03'31"	S 39°24'01" W	40.43'	41.18'

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 2)

LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedge.com FLORIDA LICENSED BUSINESS NUMBER LB 6846	SKETCH OF DESCRIPTION FOR THE NRP GROUP	DATE OF DRAWING: 26 JUN 2025 MANAGER: JAB CADD: ICW PROJECT NUMBER: 1194-22002 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): N/A COMPUTER FILE: 1194002SD10.DWG SCALE: 1" = 200' SHEET 2 OF 2
	THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREIN THIS IS NOT A SURVEY	

Deed Report

Thu, Jun 26 2025 9:49:56 AM

Deed Name: SD10-POB TO POC

Starting Coordinates: Northing 1431833.505, Easting 520448.680

Distance Units: Feet

Bearing Distance Description
S 42°20'43" W 38.900

Ending Coordinates: Northing 1431804.754, Easting 520422.478

Deed Name: SD10

Starting Coordinates: Northing 1431804.754, Easting 520422.478

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
S 47°39'17" E	1059.437	LINE					
S 80°38'20" E	71.454	LINE					
S 39°24'01" W	40.430	CURVE L	62.000	41.183	38°03'31"	21.384	
							Rad-In: S 31°34'13" E Rad-Out: S 69°37'44" E
N 80°38'20" W	61.577	LINE					
N 47°39'17" W	1069.799	LINE					
N 42°20'43" E	35.000	LINE					

Ending Coordinates: Northing 1431804.754, Easting 520422.478

Area: 39497.84 S.F., 0.9067 Acres

Total Perimeter Distance: 2338.450

Closure Error Distance: 0.001 Error Bearing: N 59°03'53" E

Closure Precision: 1 in 4583751.1

This instrument prepared by:
Stephen V. Hoffman, Esq.
Olive Judd, P.A.
2426 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
954-334-2250

NOTE TO RECORDER: This Drainage Easement originally recorded 10/20/2022 as ORB 6303, PAGE 157 in the Public Records of Osceola County, Florida, is being re-recorded to clarify the legal description of the Grantee's Parcel described in Exhibit B

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("Agreement") is made and entered into this 19th day of October, 2022, by and between **CRP/NRP OSCEOLA VILLAGE OWNER, L.L.C.**, a Delaware limited liability company, whose address is 1228 Euclid Avenue, Floor 4, Cleveland, Ohio 44115 ("Grantor") and **OSCEOLA-KISSIMMEE DEVELOPMENT IV, LLC**, a Florida limited liability company, whose address is 246 North Westmonte Drive, Altamonte Springs, FL 32714 ("Grantee").

W H E R E A S :

A. Grantor is the owner of: (i) that certain parcel of land located in the City of Kissimmee, Osceola County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Parcel").

B. Grantee is the owner of that certain parcel of land located City of Kissimmee, Osceola County, Florida, more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Grantee Parcel").

C. Grantee has requested and Grantor has agreed to grant to Grantee a perpetual nonexclusive easement for drainage purposes in favor of and appurtenant to Grantee's Parcel over and across: (i) a portion of Grantor's Parcel as more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Drainage Easement Parcel") for installation, use, operation and maintenance of drainage facilities within the Drainage Easement Parcel.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. *Recitals.* The foregoing recitals are true and correct and are incorporated herein by this reference.

2. *Grant of Drainage Easement.* Grantor hereby grants to Grantee a perpetual nonexclusive easement (the "Drainage Easement") in favor of and appurtenant to the Grantee Parcel, for the use and benefit of Grantee and its successors, assigns, agents, invitees and licensees, over, under and across the Drainage Easement Parcel with the full and free right and authority to construct, rebuild, maintain, repair and install therein and once installed, to use

- 1 -

drainage facilities, including lines, pipes, and associated improvements, serving the Grantee's Parcel. It is the intent of the Grantor that with respect to the installation of said Utilities, such Utilities shall only be constructed or installed underground, except where otherwise expressly agreed to in writing by the Grantor and Grantee.

3. *Liens.* Grantee shall not permit or cause any construction, mechanics', laborers', materialmen's or other similar liens to attach to either the Drainage Easement Parcel. If, despite the foregoing, Grantee permits or causes any such liens to attach to the Drainage Easement Parcel, then Grantee shall, at its sole cost and expense, cause such lien or liens to be discharged or bonded over within fifteen (15) business days following notice thereof. If Grantee fails to so discharge or bond over all such liens, Grantor shall have the right to discharge such liens (without any inquiry as to the validity or merits thereof) and any amount paid by Grantor in connection with such action, and all costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) incurred by Grantor in connection therewith shall be paid by Grantee within fifteen (15) days of written demand therefore.

4. *Indemnification.* Grantee hereby indemnifies and agrees to defend and hold harmless Grantor from and against all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels) arising out of or in connection with Grantee's use of the Drainage Easement Parcel.

5. *Reservation by Grantor.* Grantor reserves all rights of ownership in and to Drainage Easement Parcel which are not inconsistent with the Drainage Easement, including, without limitation, the right to grant further easements on, over or across Drainage Easement Parcel. Grantor further reserves the right to use Drainage Easement Parcel for all uses not interfering with the use permitted Grantee hereunder. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

6. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. *Applicable Law.* This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules) and shall not be amended, modified or terminated unless in writing executed by the Grantor and Grantee, or their respective successors and assigns, and recorded in the Public Records of Osceola County, Florida. Venue for any action arising hereunder shall lie exclusively in the state courts of Osceola County, Florida.

8. *Entire Agreement; Severability.* This Agreement contains the sole and entire agreement between the parties with respect to the matters set forth herein and no representation, inducement, promise, or agreement, oral or written, between the parties which is not set forth herein shall be of any force or effect. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Agreement, shall not be affected thereby, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. *Attorneys' Fees.* Should either party be required or elect to enforce the provisions of this Agreement by legal action, the reasonable attorneys' fees, other professionals' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees, other professionals' fees and costs incurred on appeal of such judicial proceedings and those incurred in all bankruptcy and probate proceedings, shall be collectible from the breaching party.

Signature Page for
Easement Agreement

EXECUTED as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Stacy L. Marshall
Allyson V. Richard

GRANTOR:
OSCEOLA - KISSIMMEE DEVELOPMENT IV,
LLC, a Florida limited liability company

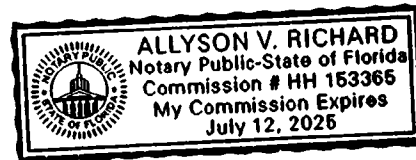
By: *[Signature]*
Richard C. Wohlfarth, Manager

THE STATE OF FLORIDA)
 SEMINOLE) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence
X or remote notarization this 12th day of October, 2022, appeared Richard C.
Wohlfarth, as Manager of OSCEOLA - KISSIMMEE DEVELOPMENT IV, LLC, a Florida
limited liability company, on behalf of said company. He is personally known or provided
_____ as identification.

Allyson V. Richard
Notary Public

My Commission Expires: 7/12/25



Signature Page for
Easement Agreement

GRANTEE:
CRP/NRP OSCEOLA VILLAGE OWNER,
L.L.C., a Delaware limited liability
company

Tyler Davis (Witness)
Emma Samuels (Witness)

By Noam Magence
Noam Magence, Authorized Signatory

THE STATE OF OHIO)
) ss.:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me by means of physical presence ☒ or remote notarization ☐ this 13 day of October, 2022, appeared Noam Magence, as Authorized Signatory of CRP/NRP OSCEOLA VILLAGE OWNER, L.L.C., a Delaware limited liability company, on behalf of said company. He is personally known or provided _____ as identification. This is an acknowledgement clause. No oath or affirmation was administered to the signor.

Amber Kinzel
Notary Public

My Commission Expires: 12/11/2022



AMBER KINZEL
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
December 11, 2022

EXHIBIT A
GRANTOR PARCEL

Lot D - Apartments

A portion of Section 33, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost Southwest corner of VILLAS AT ESTANCIA, according to the plat thereof as recorded in Plat Book 18, Pages 63 and 64, of the Public Records of Osceola County, Florida, said point lying on the Easterly Right of Way line of State Road 600, according to the State of Florida Department of Transportation Right of Way Map Section 92010-2507; thence South 42°20'43" West along said Easterly Right of Way line, a distance of 1597.69 feet; thence departing from said Easterly Right of Way line, run South 47°39'17" East, a distance of 166.29 feet; thence South 42°20'43" West, a distance of 48.00 feet; thence South 47°39'17" East, a distance of 140.00 feet to the POINT OF BEGINNING; thence North 42°20'43" East, a distance of 68.00 feet; thence South 47°39'17" East, a distance of 1,119.37 feet to a point on the arc of a non tangent curve concave to the Southeast, the radius point of which bears South 31°34'13" East; thence Southwesterly along said curve having a radius of 62.00 feet, a central angle of 40°22'20" for an arc distance of 43.69 feet to a point of tangency; thence South 18°03'27" West, a distance of 210.05 feet to a point on the Northerly boundary of that certain land conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as described in Warranty Deed recorded in Official Records Book 5336, Page 1230, of said Public Records, the following four (4) courses being along said Northerly boundary; thence North 83°16'25" West, a distance of 91.81 feet to a point of curvature of a curve concave to the North; thence Westerly along said curve having a radius of 600.00 feet, a central angle of 17°19'03" for an arc distance of 181.35 feet to a point of tangency; thence North 65°57'23" West, a distance of 338.81 feet to a point of curvature of a curve concave to the South; thence Westerly along said curve having a radius of 600.00 feet, a central angle of 44°35'14" for an arc distance of 466.92 feet; thence North 47°39'17" West along a non tangent line, a distance of 305.83 feet; thence North 42°20'43" East, a distance of 308.60 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 25.00 feet, a central angle of 54°37'24" for an arc distance of 23.83 feet to a point of reverse curvature of a curve concave to the Northwest; thence Northeasterly along said curve having a radius of 70.00 feet, a central angle of 109°14'49" for an arc distance of 133.47 feet to a point of reverse curvature of a curve concave to the East; thence Northerly along said curve having a radius of 25.00 feet, a central angle of 54°37'24" for an arc distance of 23.83 feet to a point of tangency; thence North 42°20'43" East, a distance of 240.60 feet to the POINT OF BEGINNING.

EXHIBIT B
GRANTEE PARCEL

~~A portion of these~~ Those lands described as Site 2 in Warranty Deed recorded in Official Records Book 5935, Page 2525, of the Public Records of Osceola County, Florida, being a portion of Sections 32 and 33, Township 25 South, Range 29 East, Osceola County, Florida.

LESS AND EXCEPT:

Lot D - Apartments

A portion of Section 33, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost Southwest corner of VILLAS AT ESTANCIA, according to the plat thereof as recorded in Plat Book 18, Pages 63 and 64, of the Public Records of Osceola County, Florida, said point lying on the Easterly Right of Way line of State Road 600, according to the State of Florida Department of Transportation Right of Way Map Section 92010-2507; thence South 42°20'43" West along said Easterly Right of Way line, a distance of 1597.69 feet; thence departing from said Easterly Right of Way line, run South 47°39'17" East, a distance of 166.29 feet; thence South 42°20'43" West, a distance of 48.00 feet; thence South 47°39'17" East, a distance of 140.00 feet to the POINT OF BEGINNING; thence North 42°20'43" East, a distance of 68.00 feet; thence South 47°39'17" East, a distance of 1,119.37 feet to a point on the arc of a non tangent curve concave to the Southeast, the radius point of which bears South 31°34'13" East; thence Southwesterly along said curve having a radius of 62.00 feet, a central angle of 40°22'20" for an arc distance of 43.69 feet to a point of tangency; thence South 18°03'27" West, a distance of 210.05 feet to a point on the Northerly boundary of that certain land conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as described in Warranty Deed recorded in Official Records Book 5336, Page 1230, of said Public Records, the following four (4) courses being along said Northerly boundary; thence North 83°16'25" West, a distance of 91.81 feet to a point of curvature of a curve concave to the North; thence Westerly along said curve having a radius of 600.00 feet, a central angle of 17°19'03" for an arc distance of 181.35 feet to a point of tangency; thence North 65°57'23" West, a distance of 338.81 feet to a point of curvature of a curve concave to the South; thence Westerly along said curve having a radius of 600.00 feet, a central angle of 44°35'14" for an arc distance of 466.92 feet; thence North 47°39'17" West along a non tangent line, a distance of 305.83 feet; thence North 42°20'43" East, a distance of 308.60 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 25.00 feet, a central angle of 54°37'24" for an arc distance of 23.83 feet to a point of reverse curvature of a curve concave to the Northwest; thence Northeasterly along said curve having a radius of 70.00 feet, a central angle of 109°14'49" for an arc distance of 133.47 feet to a point of reverse curvature of a curve concave to the East; thence Northerly along said curve having a radius of 25.00 feet, a central angle of 54°37'24" for an arc distance of 23.83 feet to a point of tangency; thence North 42°20'43" East, a distance of 240.60 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

Those lands described in Warranty Deed recorded in Official Records Book 6227, Page 662, of the Public Records of Osceola County, Florida.

ALSO LESS AND EXCEPT:

Those lands described in Warranty Deed recorded in Official Records Book 6242, Page 613, of the Public Records of Osceola County, Florida.

EXHIBIT C
DRAINAGE EASEMENT PARCEL

 LAND DEVELOPMENT & ENGINEERING SERVICES	WOHLFARTH CONSULTING GROUP LLC ENGINEERS, PLANNERS
	246 N. WEST MONTE DRIVE ALTAMONTE SPRINGS, FLORIDA 32714 (407) 750 3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT "C"

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

35' DRAINAGE EASEMENT

DESCRIPTION:

A strip of land 35.00 feet wide lying in Section J3, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost Southwest corner of VILLAS AT ESTANCIA, according to the plat thereof as recorded in Plat Book 18, Pages 63 and 64, of the Public Records of Osceola County, Florida, said point lying on the Easterly Right-of-Way line of State Road 600, according to the State of Florida Department of Transportation Right-of-Way Map Section 92010-2507; thence South 42°20'43" West along said Easterly Right-of-Way line, a distance of 1597.69 feet, the following four (4) courses being along the Southerly boundary of lands described in Special Warranty Deed as recorded in Official Records Book 5800, Page 2698, of the said Public Records; thence South 47°39'17" East, a distance of 166.29 feet; thence South 42°20'43" West, a distance of 48.00 feet; thence South 47°39'17" East, a distance of 140.00 feet to the POINT OF BEGINNING, thence North 42°20'43" East, a distance of 29.10 feet; thence departing from said Southerly boundary, run South 47°39'17" East, a distance of 1059.44 feet; thence South 80°38'20" East, a distance of 71.45 feet to a point on the arc of a non-tangent curve concave to the Southeast, the radius point of which bears South 31°34'13" East, the following course being along the Southerly boundary of said Special Warranty Deed; thence Southwesterly along said curve having a radius of 62.00 feet, a central angle of 38°03'31" for an arc distance of 41.18 feet; thence departing from said Southerly boundary, run North 80°38'20" West along a non-tangent line, a distance of 61.58 feet; thence North 47°39'17" West, a distance of 1,069.80 feet; thence North 42°20'43" East, a distance of 5.90 feet to the POINT OF BEGINNING.

Said lands situate lying and being in the City of Kissimmee, Osceola County, Florida, containing 0.907 acres (39,498 square feet), more or less.

Subject to existing easements, rights-of-way, covenants, reservations, and restrictions of record, if any.

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901) NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 600 HAVING A GRID BEARING OF NORTH 42°20'43" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OSCEOLA VILLAGE CENTER
LOCATION: City of Kissimmee, Osceola County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP, LLC:

REVISIONS	DATE	BY
ADDED ADJACENT PLAT INFORMATION	6/8/22	BF

WILSON E. WAY, P.S.M. PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA			
DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
2/22/22	BF	WW	N/A

PROJECT NO. 2018-023

SHEET 1 OF 3

0:\Notes Kisser\Legals\Lot D - Drainage Easement.dwg



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

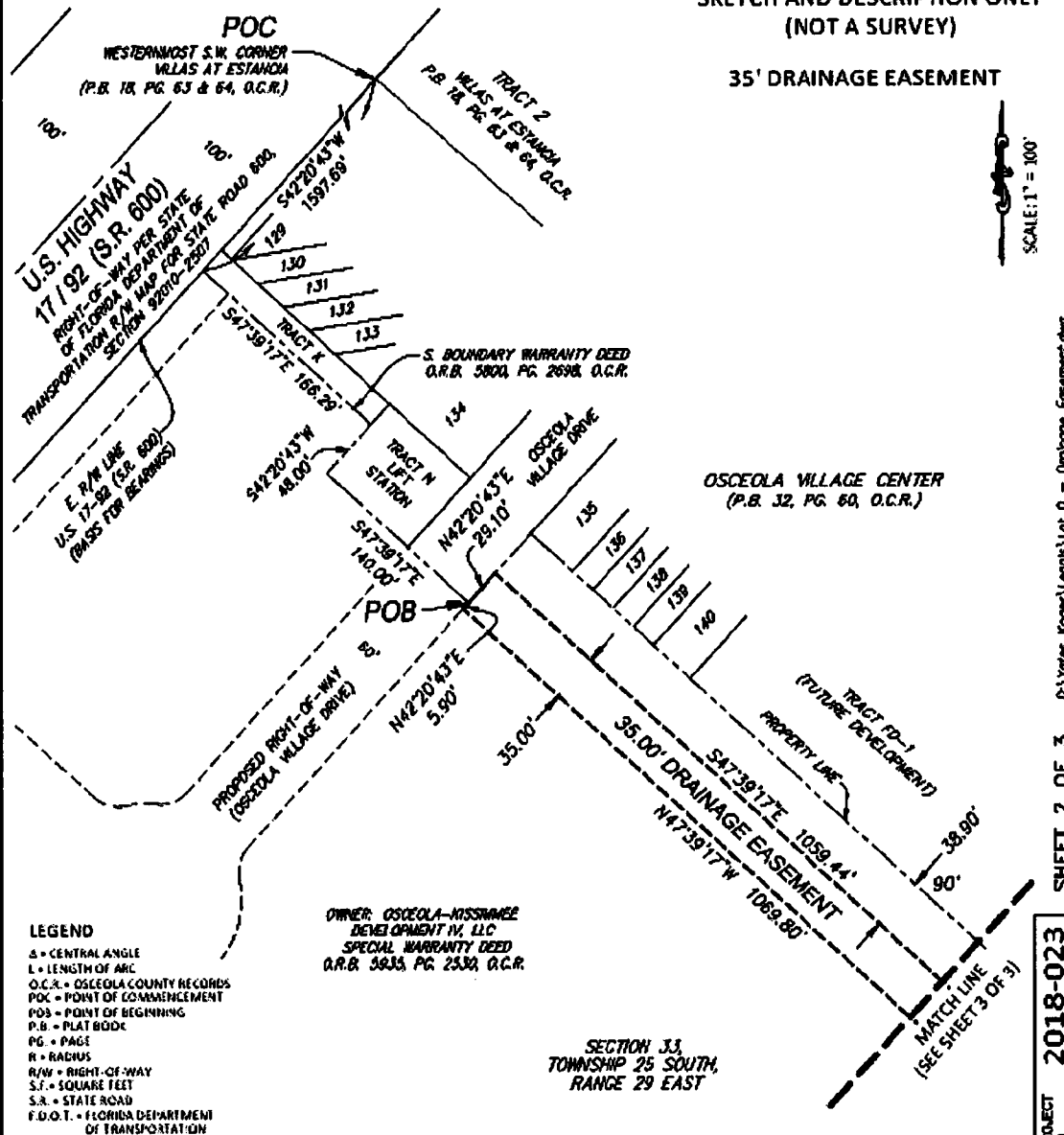
248 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750 3123

EXHIBIT "C"

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY
(NOT A SURVEY)

35' DRAINAGE EASEMENT



LEGEND

Δ = CENTRAL ANGLE
L = LENGTH OF ARC
O.C.R. = OSCEOLA COUNTY RECORDS
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
P.B. = PLAT BOOK
PG. = PAGE
R = RADIUS
R/W = RIGHT-OF-WAY
S.F. = SQUARE FEET
S.R. = STATE ROAD
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

OWNER: OSCEOLA-MISSISSIPPI
DEVELOPMENT IV, LLC
SPECIAL WARRANTY DEED
O.R.B. 3835, PG. 2530, O.C.R.

SECTION 33,
TOWNSHIP 25 SOUTH,
RANGE 29 EAST

SCALE: 1" = 100'

SHEET 2 OF 3

2018-023

PROJECT NO.

REVISIONS

ADDED ADJACENT PLAT INFORMATION

DATE

BY

DATE:

DRAWN

BY

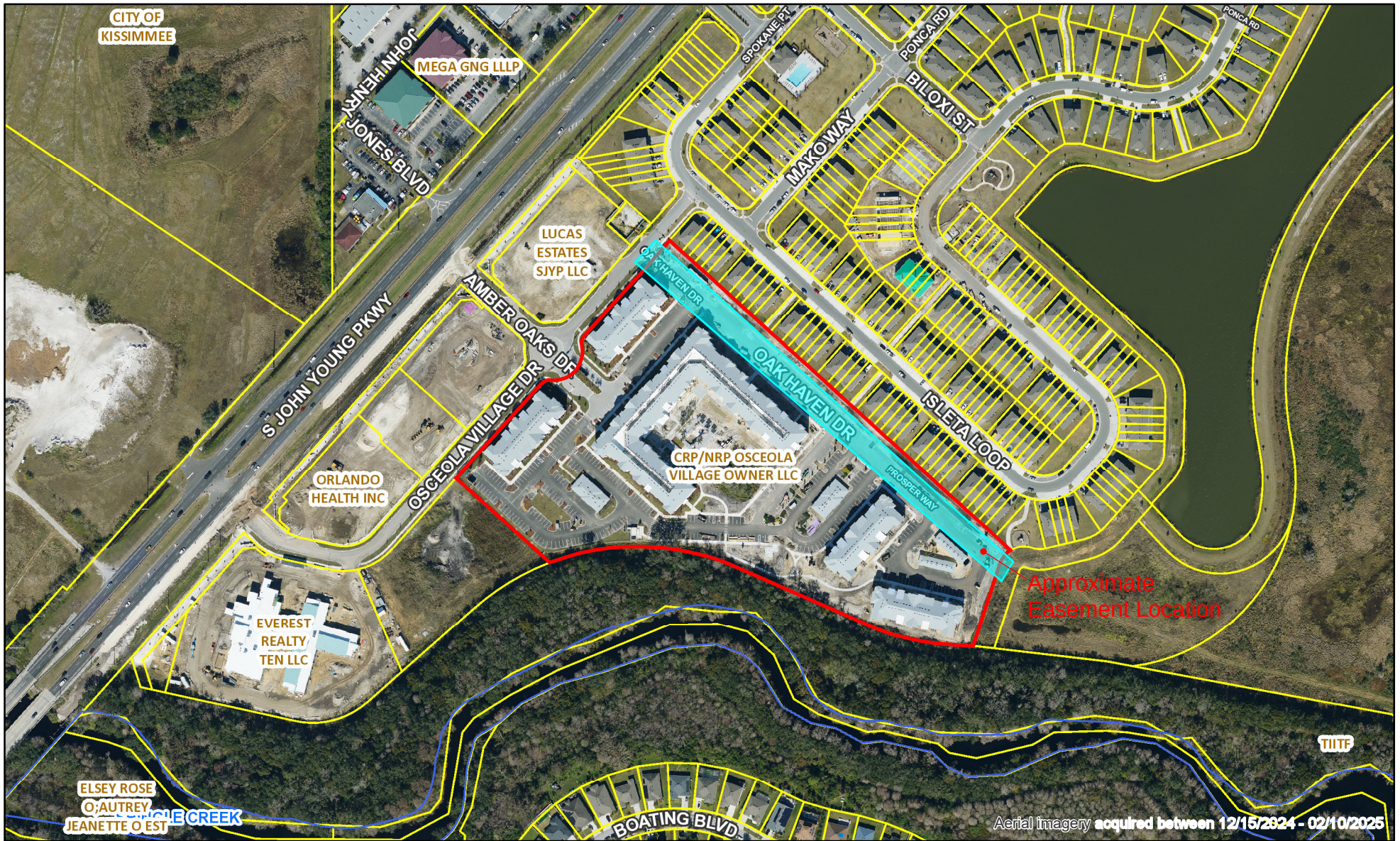
CHECKED

BY

FIELD

BOOK

N/A



Amendment to Drainage Easement Agreement – Osceola Village (Lot D)

Date Generated: 7/23/2025

0 330 660 1,320 Feet



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.I

Forensics Facility Design Construction Documents with Harvard Jolly | PBK Architects

Request

Approval to utilize the City's continuing services contract with Harvard Jolly Architects, Inc. (HJ|PBK), Contract # 20250367 for architectural services to develop the Kissimmee Police Department Forensics & Evidence Storage Facility through 60% Construction Documents, in the not-to-exceed amount of \$158,753.00, which includes \$156,753.00 for basic services and a \$2,000.00 reimbursable allowance.

Explanation

The City of Kissimmee intends to construct a new Emergency Operations Center (EOC), Parking Garage, and Evidence Forensics Facility adjacent to the existing City of Kissimmee Police Department at 8 North Stewart Avenue, Kissimmee, FL. As part of this overall program, HJ|PBK will provide architectural services specific to the Forensics & Evidence Storage program spaces, which are being developed as a component of the City's EOC/Parking Garage master project.

HJ|PBK's scope includes 30% Schematic Design Construction Documents and 60% Design Development Construction Documents for the Forensics & Evidence Storage functions, using the previously developed program and in coordination with the EOC and Parking Garage architect of record. HJ|PBK's scope is limited to design services through the 60% construction document phase and does not include final construction documents, permitting, construction administration, or engineering disciplines (mechanical, electrical, plumbing, structural, and civil). All tasks beyond 60% will be completed by JL2 Architecture, the City's primary design consultant selected under RFQ2025-001 and approved through their proposal.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36030406-506292	PD2511	Decrease	227,264.00	158,753.00

Financial Summary:

Adequate funding is readily available in the account as listed above.

Recommendation

Approval of a Professional Services Agreement with HJ|PBK for architectural services related to the Forensics & Evidence Storage Facility through the 60% construction document phase in the not-to-exceed amount of \$158,753.00, and authorization for the City Manager or designee to execute any related change orders necessary to complete the work.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Design Services Harvard Jolly PBK KPD Forensic & Evidence Storage Facility
2. Harvard Jolly PBK Completed

July 7, 2025

Robert Masiku
Public Works & Engineering Assistant Director
City of Kissimmee
104 North Alaska Avenue
Kissimmee, FL 34741

RE: | PROPOSAL FOR ARCHITECTURAL DESIGN SERVICES (REVISED)
| KISSIMMEE POLICE DEPARTMENT
| FORENSIC & EVIDENCE STORAGE BUILD-OUT

Dear Mr. Masiku,

Harvard Jolly | PBK is grateful for the opportunity to collaborate on a project with the City of Kissimmee and offer a fee proposal for architectural design services for the Kissimmee Police Department Forensic and Evidence Storage Build-out.

Our proposal contains the following:

- 1.0 Project Understanding
- 2.0 Scope of Services
- 3.0 Proposal Assumptions
- 4.0 Exclusions
- 5.0 Compensation

1.0 Project Understanding:

- 1.1 We understand the project scope to construct the Forensic & Evidence Storage Build-out may include but not limited to as follows:

HJ | PBK will provide architectural design services for the forensic and evidence storage program functions (tenant fit out) within the new Emergency Operations Center and Parking Garage (vanilla box designed by others), designed to securely house and manage evidence collected by law enforcement. These program spaces will provide a controlled environment that ensures the integrity and preservation of evidence, meeting all applicable regulatory and safety standards. The design will include specialized storage areas for various types of evidence, secure access controls, and advanced monitoring systems to safeguard sensitive materials. Additionally, the program spaces will enhance the efficiency of forensic operations, providing law enforcement with the resources necessary to effectively investigate and resolve cases while maintaining transparency and accountability to the community.

The project will relocate the existing functions currently located in the Kissimmee Police Department into the adjacent Emergency Operations Center and Parking Garage that is currently in design by another architectural design professional. Space types include general vaults, high-density storage rooms, evidence processing and storage, sallyport, and support spaces.

- 1.2 The address for the project is 8 N Stewart Ave, Kissimmee, FL 34741. The location is on the existing City of Kissimmee Police Department site.
- 1.3 The proposed construction budget for the Forensic and Evidence Storage scope will be one part of the construction budget for the Emergency Operations Center & Parking Garage.

2.0 Scope of Services:

The project scope shall include Architectural Schematic Design and Design Development submittals utilizing the programming information gathered during prior programming efforts.

- 2.1 HJ | PBK shall confirm the Facilities List created in conjunction the City of Kissimmee and Kissimmee Police Department. Refer to attached program. As a part of the confirmation effort, HJ | PBK will conduct meetings and walkthroughs with the Kissimmee Police Department administration and staff. HJ | PBK shall rely on the City of Kissimmee to aid in scheduling the appropriate stakeholders to maintain the schedule of services. HJ | PBK shall produce meeting minutes as part of our services and action items for appropriate parties to keep the project schedule and deliverables. HJ | PBK will attend two program meetings for the Emergency Operations Center and Parking Garage for coordination purposes.
- 2.2 Architectural Schematic Design (30% Construction Documents)
HJ | PBK shall produce a 30% Construction Documents (SD) package including space plans and design documents. HJ | PBK shall submit the 30% CD package for the City of Kissimmee review.
- 2.3 Architectural Design Development (60% Construction Documents)
HJ | PBK shall produce a 60% Construction Documents (DD) package based upon approved 30% Construction Documents. The 60% package shall contain 60% CD drawings per AIA guidelines. HJ | PBK shall submit 60% CD package for the City of Kissimmee review.
- 2.4 HJ | PBK will provide electronic format BIM and CAD (Autodesk Revit and AutoCAD) design documents upon completion of the Design Development phase.
- 2.5 Proposed Milestone Schedule – Anticipated 4-Month Design Schedule (schedule subject to change contingent on design contract Notice to Proceed and integrating in the design schedule for the Emergency Operations Center and Parking Garage):

Program Confirmation & Schematic Design (30%)	2 (Two) Months
Design Development (60%)	2 (Two) Months

3.0 Proposal Assumptions:

- 3.1 HJ | PBK will provide tenant fit-out within a building that is designed by the architect of record for the EOC and Parking Garage for the City of Kissimmee. HJ | PBK will not be providing design services or input on the building shell and our scope will be limited to inside the building envelope. The allocated space designated for the EOC and Parking Garage shall be provided to HJ | PBK in Electronic format BIM and CAD (Autodesk Revit and AutoCAD).

- 3.2 HJ | PBK will provide a conceptual design for the Forensics and Evidence Storage functions for the Kissimmee Police Department within allocated space assigned within the new Emergency Operations Center and Parking Garage. HJ | PBK's scope will be limited to the spaces within Forensics and Evidence Storage program and will coordinate any programmatic or functional overlap with the EOC and Parking Garage architect of record. HJ | PBK design input will be limited to coordination specifically to integration of the Forensics and Evidence Storage functions within the larger complex.
- 3.3 The City of Kissimmee shall provide HJ | PBK with access as required to the existing Kissimmee Police Department program spaces.
- 3.4 The City of Kissimmee will provide any required environmental surveying.
- 3.5 Project deliverables shall be at each design stage (30% and 60%).
- 3.6 Accelerated or fast-track scheduling is not anticipated and has not been factored into the fees below.
- 3.7 Formal LEED or Green Globes Certification will not be pursued for the project, but HJ | PBK will incorporate sustainable features and systems into the design of the project.
- 3.8 Printing as outlined in the District's Owner/Architect Agreement shall be included as a reimbursable expense. HJ | PBK shall transmit Adobe Acrobat PDF format as required.
- 3.9 Rendering services shall be submitted to City of Kissimmee as a reimbursable expense.

4.0 Exclusions

- 4.1 Construction Documents, Permitting, and Construction Administration.
- 4.2 Engineering Services, Including Mechanical, Electrical, Plumbing, Systems, Structural, and Civil.
- 4.3 HVAC Test and Balance or Commissioning.
- 4.4 Site Surveying or Environmental Reports.
- 4.5 Branding and Experiential Graphics.
- 4.6 Acoustic Design.
- 4.7 Furniture Selection.
- 4.8 Threshold Building Inspection Services.
- 4.9 Site Planning, Landscaping, or Irrigation Design.

5.0 Compensation:

Below are our basic services fee as well as other project specific service fees anticipated to be required for this project:

Basic Architectural Design Services \$156,753.00

- Architectural Schematic Design – Forensics & Storage Programs Only
- Architectural Design Development – Forensics & Storage Programs Only
- Conceptual Interior Design, including suggested finish materials – Forensics & Storage Programs Only

Allowances:

Reimbursable Expenses Allowance..... \$2,000.00

Printing, reproduction, renderings, and any project related expenses beyond the requirement outlined in the Owner/Architect agreement shall be invoiced at actual cost plus 10% administrative markup.

Basic Architectural Services phase anticipated fee split (percent complete):

Schematic Design (35%)
Design Development (65%)

We look forward to working with you on this exciting project. We are committing the resources to meet your expectations. Please let us know if you have any questions.

Respectfully,

Chad Jones, AIA
Managing Principal - Orlando
HARVARD • JOLLY | PBK

Enc. Kissimmee Storage & Forensic Facility Program

CC: HJ | PBK File
Ward Friszolowski
Amy Bradlow

Program - Building ONLY
Kissimmee Storage and Forensic Facility

Division	SPACE		Size Comparison (SF)			
	Proposed	Existing	Current	Double	Triple	Proposed
EVIDENCE	Evidence Submission	Evidence Submission Patrol	140	280	420	140
	Technicians - 5 cubicles	Office area & Storge	272	544	816	500
	Evidence Supervisor					100
	Drying room			0	0	80
	Supply Storage		0	0	0	
			0	0	0	80
	General Evidence Stg	Gnral Storage (vault 1 & 2)	1029	2058	3087	1400
	Long-term Evidence Stg	Long Term Upstairs	891	1782	2673	1000
	Firearms & Currency Storage	High Liability	184	368	552	140
	Drug Storage		0	0	0	140
	Refrigerated Storage	Fridge / Freezers	0	0	0	400
	Evidence disposal		0	0	0	0
	Evidence Return	Property Release	165	330	495	100
TOTALS			2681	5362	8043	4080
INCREASE						1399

SALLYPORT	Vehicle Processing	Sallyport	892	892	892	800
	Generator Room	Generator room	288	288	288	300
	Bike Storage (60-75 bikes)					500
	Fentanyl Packaging area					100
	Decomp Area					70
	Decon					70
	Large Storage/ cage	Large Item Stg	435	870	1305	400
TOTAL			1615	2050	2485	2240
INCREASE						625

FORENSIC		General Processing area	184	368	552	0
	Supervisor Office		0	0	0	100
	Technicians - 5 cubicles	Office area	358	716	1074	500
	Drying Room	Drying Room	64	128	192	100
	Chemical	Chemical Room	64	128	192	100
	ASL (Alt Light Source)	ALS Room	49	98	147	100
	DNA	DNA room	39	78	117	100
	Superglue	Superglue room	39	78	117	100
	Finger print	Fingerprint	78	156	234	100
	Evidence locker	ShortTerm Stg - Locker room	78	156	234	80
	Supply Storage	Supply storage	34	68	102	100
TOTAL			987	1974	2961	1380
SIZE INCREASE						393

ADMIN & SUPPORT	Lobby					100
	Public Restroom					80
	Locked Hall					100
	Breakroom					140
	Restrooms with Shower & Locker					800
	Copy room					140
	Conference /Viewing room					300
	Janitor					50
	Mechanical					200
	Electrical					100
	IT					50
TOTAL						2060

SUBTOTAL NSF	9760
Efficiency Factor	1.15
TOTAL GSF	11224

OUTDOOR	Dumpster	
	Concrete pad	
	hazardous storage	
	Homicide car lot	60 cars + aisles
	Rear parking for staff	12 + 2 ADA
	Rear parking evidence drop off	
	Front parking area for public	4 + 2 ADA

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “CITY”), and **HARVARD JOLLY-PBK** 100 S. Orange Avenue, Suite 400, Orlando, FL 32801, whose Federal Identification Number is: 59-1430579 (hereinafter referred to as the “CONSULTANT”).

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the “RFQ”), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the “Parties”) hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a “Project” and collectively, the “Projects”) throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization (“CSA”) or a Contract Purchase Order (“CPO”), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term

thereof expires on a date that is later than the date of this Agreement, the CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTS and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 **Project Administration Services**

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the

budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

- 3.7.5** If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

- 4.1** The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.
- 4.2** The CONSULTANT shall provide a preliminary evaluation of the CITY's site for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of

plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 **Contract Administration Services**

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the

Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

- 6.1.3** The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- 6.1.4** Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.
- 6.1.5** The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 6.1.6** If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 6.1.7** The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 6.1.8** Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
- 6.1.9** The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this

authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. Review of such submittals is

not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the

Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S inspection shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 **Facility Operation Services**

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 **Additional Services**

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

- 8.4.1 Programming
- 8.4.2 Land Survey Services
- 8.4.3 Geotechnical Services
- 8.4.4 Space Schematics/Flow Diagrams
- 8.4.5 Existing Facilities Surveys
- 8.4.6 Economic Feasibility Studies
- 8.4.7 Site Analysis
- 8.4.8 Environmental Studies and Reports
- 8.4.9 User-Supplied Data
- 8.4.10 Schedule Development and Monitoring
- 8.4.11 Civil Design
- 8.4.12 Landscape Design
- 8.4.13 Interior Design
- 8.4.14 Value Analysis
- 8.4.15 Cost Estimating
- 8.4.16 On-Site Project Representation
- 8.4.17 Construction Management
- 8.4.18 Start-up Assistance
- 8.4.19 Record Drawings
- 8.4.20 Post-Contract Evaluation
- 8.4.21 Tenant-Related Services
- 8.4.22 Underground Field Drainage

9.0 **Compensation**

- 9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.
- 9.2 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job

classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

- 9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.
- 9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

The City of Kissimmee

Public Works & Engineering

Attention: Facilities Management Director

101 Church Street

Kissimmee, FL 34741

- 9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.
- 9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.
- 9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.
- 9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or

47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.

- 9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.
- 9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 **Project Team**

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT'S Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT'S expense shall be as specified in the applicable CSA or CPO.

12.0 **Consultant's Standard of Care**

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the

applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a “subcontractor”), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY’s Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 **CITY’s Responsibilities**

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY’s possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the

CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those

stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 **Ownership of Documents**

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 **Access and Audits**

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City: **City of Kissimmee**
Public Works & Engineering Department
Facilities Management Division
101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant:

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 Service of Process

As to City: **City Attorney**
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: **HARVARD JOLLY-PBK**

37.0 Key Personnel

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: [Chad Jones, AIA, LEED AP](#)
 [407-667-7727 office](#)
 [314-518-1897 cell](#)

Name: Phil Trezza, AIA, LEED AP
813-286-8206 office
727-692-2412 cell

38.0. Annual Appropriations

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 Liquidated Damages

39.1 The parties hereto agree that liquidated damages, in lieu of actual damages and in the amount stated in the applicable CSA or CPO, will be assessed against the CONSULTANT, as the CITY's remedy and not as a penalty, for CONSULTANT'S failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in the proportion to CONSULTANT'S fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT'S reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the CITY would or may incur as a consequence of the CONSULTANT's failure described above.

40.0 Unauthorized Alien(s)

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

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

42.0 **Default and Remedy**

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 **Attorneys' Fees and Costs**

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 **Public Records Law**

44.1 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.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software,

or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 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 Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY'S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed,

specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT'S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet

official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.

- 47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

- 47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.
- 47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:
- 47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above

and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

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

Attest:

Linda Hansell
CITY CLERK



By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Castano for
Mayor
City of Kissimmee Commission

Date Approved by Commission: 12/19/2023

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes

City Attorney's Office Date

CONSULTANT

Attest:

[Signature]
Corporate Secretary

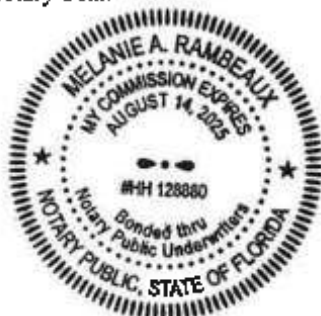
By: [Signature]
Philip L. Trezza, Jr., AIA, LEED AP
Title: Senior Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of November, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Phil Trezza as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary:

Print Name: Melanie A. Rambeau
My Commission Expires: 08/14/2025

EXHIBIT “A”
HOURLY RATE SCHEDULE

2023 HOURLY BILLING RATES

PRINCIPAL	\$215.00
SR. PROJECT MANAGER	\$190.00
SR. PROJECT ARCHITECT	\$165.00
PROJECT ARCHITECT	\$150.00
ARCHITECT	\$145.00
INTERIOR DESIGNER.....	\$140.00
CONSTRUCTION ADMINISTRATOR	\$140.00
PROJECT MANAGER	\$140.00
PROJECT DESIGNER/PRODUCTION	\$120.00
ADMINISTRATIVE.....	\$90.00

***These rates are in effect from January 1, 2023 to December 31, 2023 and are subject to annual adjustments.
Annual rate increases average 6% per year ***

EXHIBIT “B”

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT’s responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit “B”, those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT’s Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. City agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

- 1.6.1. City of Kissimmee Commission
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Macro Level Space Requirements Analysis
- 2.1.2. Macro Level Adjacency Requirements
- 2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards

- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

4. MASTER PLANNING

- 4.1 Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:
 - 4.1.1 Existing facility renovation recommendations
 - 4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
 - 4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts

- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria
 - 5.2.2.3. Foundation design criteria
 - 5.2.2.4. Preliminary sizing of major structural components
 - 5.2.2.5. Critical coordination clearances
- 5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

- 5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - 5.3.1.1. Energy source(s)
 - 5.3.1.2. Energy conservation and controls system concepts
 - 5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.5. Plumbing
 - 5.3.1.6. Fire protection
 - 5.3.1.7. General space requirements
- 5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.3.2.1. Approximate equipment sizes and capacities

- 5.3.2.2. Preliminary equipment layouts
- 5.3.2.3. Required space for equipment
- 5.3.2.4. Required chases and clearances
- 5.3.2.5. Acoustical and vibration control
- 5.3.2.6. Visual impacts
- 5.3.2.7. Energy conservation measures

- 5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

- 5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - 5.4.1.1. Power service and distribution
 - 5.4.1.2. Lighting
 - 5.4.1.3. Communication and data outlet location systems
 - 5.4.1.4. Fire detection and alarms
 - 5.4.1.5. General space requirements
 - 5.4.1.6. Audio/Visual systems
- 5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.4.2.1. Criteria for lighting, electrical and communications systems
 - 5.4.2.2. Approximate sizes and capacities of major components
 - 5.4.2.3. Preliminary equipment layouts
 - 5.4.2.4. Required space for equipment
 - 5.4.2.5. Required chases and clearances
- 5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

- 5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - 5.5.1.1. On-site utility systems
 - 5.5.1.2. Fire protection systems
 - 5.5.1.3. Drainage systems

5.5.1.4. Paving

- 5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.
- 5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1.Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of

outline Specifications or materials lists to establish final scope and preliminary details relative to:

5.7.2.1. Interior construction of the Project

5.7.2.2. Special interior design features

5.7.2.3.Space planning

5.7.2.4. Materials, finishes and colors

5.7.2.5. Furniture and equipment layouts

5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:

5.8.1.1.Consider design approaches; determine elements needed for identity, information and wayfinding.

5.8.1.2. Begin development of sign prototypes.

5.8.1.3. Develop preliminary location plans.

5.8.2. Construction document preparation.

5.8.3. Construction observation and submittal review.

5.8.4. Interior sign types to include:

5.8.4.1. Primary room ID (changeable name inserts in some locations).

5.8.4.2. Restroom ID.

5.8.4.3. Stairway ID and stairway level ID.

5.8.4.4. Building Code required ID.

5.8.4.5. Fire exit plan.

5.8.4.6. Building directories.

5.8.5. Exterior sign types include:

5.8.5.1. Main entrance identification.

5.8.5.2. Vehicular directional.

5.8.5.3. Regulatory / Warning identification.

5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

5.9.1. During the Schematic Design phase consisting of:

5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

- 5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2. Coordination of similar activities of other disciplines.
 - 5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.
 - 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducible will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

- 6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:
 - 6.1.1. Coordination
 - 6.1.2. Reproduction by Owner
 - 6.1.3. Completeness review
- 6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings,

Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. Bidding/Negotiation services consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. Submittal Services consisting of:

7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

7.1.2. Distribution of submittals to Construction Manager.

7.1.3. Related communications.

7.2. Observation services consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

- 7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
- 7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.
- 7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
- 7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
- 7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
- 7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

- 7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
- 7.6.2. Evaluation of Applications for Payment and certification thereof.
- 7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

- 7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
- 7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
- 7.8.2. Recommendation of the amounts to be withheld until final completion.
- 7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
- 7.8.4. Issuance of Certificate(s) of Substantial Completion.
- 7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
- 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.

- 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
- 7.8.8. Issuance of final Certificate(s) for Payment.
- 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
- 8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

- 9.1.1. Environmental assessment of site, if necessary.
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.
- 9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

- 9.2. Mock-Up Services** relating to any space for study during the design phases and consisting of:
- 9.2.1. Design and documentation for the required mock-up.
 - 9.2.2. Construction administration of mock-up construction activities.
 - 9.2.3. Arrangements for testing performance of mock-up.
 - 9.2.4. Review, analysis and reporting of results.
- 9.3. Prepare an Inventory** of existing furniture and equipment that will be placed in the new facilities.
- 9.4. Value Engineering** – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum “at the time the services are requested” to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.
- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.
- 9.5. Commissioning** – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.
- 9.6. Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.
- 9.7. Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring,

operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

- 9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.
- 9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.
- 9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
- 9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
- 9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.
 - 9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations

9.7.6.2. Parking Area Equipment (cameras, card access control)

9.7.6.3. Wireless Duress

9.7.6.4. Hydraulic Barriers

9.7.6.5. Biometrics

9.7.6.6. Perimeter protection systems

9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.



EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost
 - A.....Regular Copying Single Side Double

Sided			
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 11 (color)	\$ 0.30/page	\$ 0.40/sheet	
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 14 (color)	\$ 0.30/page	\$ 0.40/sheet	
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet	
11 x 17 (color)	\$ 0.40/page	\$ 0.50/sheet	
9 ½ x 24 Single Side Only.....	\$ 1.00/page		
17 x 22 Single Side Only.....	\$ 2.00/page		
18 x 24 Single Side Only.....	\$ 2.00/page		
24 x 36 Single Side Only.....	\$ 3.00/page		
30 x 30 Single Side Only.....	\$ 5.00/page		
32 x 34 Single Side Only.....	\$ 5.00/page		
Other sizes-per square inch	\$ 0.03/page		
Compact Digital Disk	\$ 6.00/disk		
 - B. Blueprint Copy.....\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual costs
4. Telecommunications
 - A. Local Non-reimbursable
 - B. Non-Local Actual Costs
5. Computer Services Non-reimbursable
6. Travel Expenses In accordance with Chapter 112.061, F.S.;
and further defined in the City of
Kissimmee
Employee Handbook
7. Postage, Fed Express, UPS Actual Costs
8. Pre-approved Equipment
(includes purchase and rental of equipment used in project) Actual Costs

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006 PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (CITY), WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Attest:

CONSULTANT



Corporate Secretary

By: 
Philip L. Trezza, Jr., AIA, LEED AP
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF FLUSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of November, 2023, by means of ☒ physical presence or ☐ online notarization, by (name of person) Phil Trezza as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: 
Print Name: Melanie A. Rambeau
My Commission Expires: 08/14/2025



ITEM 7.J

First Amendment to the Construction Services Agreement with Miniopolis LLC for the Haven on Vine ADA Apartment Renovations

Request

Approval of the First Amendment to the Construction Services Agreement (Contract #20250195) with Miniopolis LLC for the Haven on Vine Project: Renovation of Two ADA Apartments, and authorization for the City Manager or his designee to execute any additional documents or change orders as necessary.

Explanation

The Public Works & Engineering Department, in coordination with the Procurement Division, issued a public bid (IFB2024-007) for the Haven on Vine Project: Renovation of Two ADA Apartments. This project, funded primarily through Community Development Block Grant (CDBG) funds, will renovate two 2-bedroom family apartments. The scope of work includes installation of new plumbing, electrical wiring, HVAC systems, flooring, kitchens, bathrooms, water heaters, fixtures, and appliances.

The proposed First Amendment to the Construction Services Agreement extends the project's effective performance period through March 4, 2026, establishing the new project completion date. City staff recommend approval of the First Amendment, as the requested extension will not negatively impact City operations.

Recommendation

Approval of the First Amendment to the contract Agreement for Miniopolis LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) First Amendment of the Agreement between City of Kissimmee and Miniopolis, LLC for Haven on Vine ADA Apartment Renovations

**FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM CONTRACT FOR ADA PUBLIC IMPROVEMENTS BETWEEN THE CITY OF
KISSIMMEE, FLORIDA AND MINIOPOLIS, LLC**

THIS FIRST AMENDMENT of the Agreement between the City of Kissimmee and Miniopolis, LLC is made this _____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, hereinafter known as the "CITY" and **MINIOPOLIS, LLC**, hereinafter known as "CONTRACTOR." The CITY and CONTRACTOR are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised IFB #2024-007 for reconstruction of two (2) ADA-compliant units (the "Project"); and

WHEREAS, the Parties entered into the Community Development Block Grant (CDBG) Program Contract for ADA Public Improvements (the "Original Agreement"); and

WHEREAS, due to the complexities of the Project, work was not completed within the Term of performance established in the Original Agreement; and

WHEREAS, the delay in performance of the Original Agreement was unforeseen by the Parties and neither are at fault for same; and

WHEREAS, CITY and CONTRACTOR now mutually desire to amend the Term of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Amendment, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement, incorporated herein by reference and attached hereto as **Exhibit "A"**.
3. **The Original Agreement is Amended as Follows:**
 - a. Section 9 ("Term") is hereby amended to extend the effective date of performance from March 4, 2025 to the March 4, 2026 (the "Completion Date.")
4. **Effective Date.** The effective date of this First Amendment the Agreement between the City of Kissimmee and Miniopolis, LLC is 9/5/2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

MINIOPOLIS, LLC

By: [Signature]

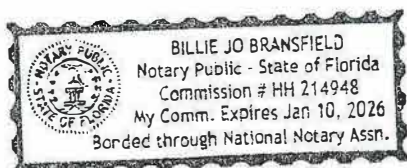
Title: Owner

Date: 08/26/2025

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 26th day of August, 2025, by means of ☒ physical presence or ☐ online notarization by Brian Seale as Owner for MINIOPOLIS, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: B Bransfield
Print Name: Billie Jo Bransfield
My Commission Expires: 1/10/26

CITY OF KISSIMMEE

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT FOR
ADA PUBLIC IMPROVEMENTS
BETWEEN THE CITY OF KISSIMMEE, FLORIDA
AND
MINIOPOLIS, LLC**

THIS CDBG CONTRACT (hereinafter the "Contract") is made and entered into by and between the **City of Kissimmee**, a Florida municipal corporation, with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "**CITY**"), and **MINIOPOLIS, LLC**, a Florida 85-3058968 corporation, with a mailing address of 12734 Kenwood Ln, Unit 23, Fort Myers, FL 33907 (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 know as the Haven on Vine (the "Haven"); and

WHEREAS, as an initial phase of the redevelopment of the Haven, City published IFB #2024-007 to solicit contractors to reconstruct two (2) ADA-compliant units (the "Project"); and

WHEREAS, pursuant to IFB#2024-007, **CONTRACTOR** provides the services requested by City and was the lowest responsive bidder; and

WHEREAS, City has given prior notice that the Project must comply and carry out all of its activities in accordance with the CDBG Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the **CITY** and **CONTRACTOR** agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Contract.

2. **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"	Additional Project Requirements
"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
	Standard Solicitation and Bid and Contract Language
"I"	Davis Bacon Act Requirements
"J"	Certification Regarding Lobbying
"K"	Section 3 Economic Opportunity Clause and Report
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	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.

3. **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).
4. **CDBG funds.** Under the terms and conditions of this Contract, **CITY** has allocated a subaward to **CONTRACTOR** in the amount of __\$125,130.00__. In FY _2025_ CDBG funds to be used in accordance with all requirements imposed by federal statutes, regulations and the terms of this Contract towards the ADA 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**.
5. **Statement of Work/Project Description.** As described in this Contract, **CONTRACTOR** will use these CDBG funds towards rehabilitating two identified ADA units within the Haven (the "Project") consistent with the requirements of IFB#2024-07. Additional Project requirements are attached as **Exhibit "B"** 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.

6. **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.
7. **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 Coordinator. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "D"**. Expenditures shall be directly attributable to the Project. **CONTRACTOR** shall be responsible for any cost overruns over \$125,130. **CONTRACTOR** shall not use any CDBG 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 Coordinator determines that **CONTRACTOR** is not utilizing the CDBG funds in accordance with this Contract, **CITY** may reduce or otherwise alter the funding amount of the Contract. Any of the CDBG 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**.

8. **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 CDBG 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 CDBG funds within 5 days of the CITY's written request when an act of uncured substandard performance or other material breach occurs.
9. **Term.** This Contract shall be in effect for the period commencing March 4, 2025 and terminating on 5/4/2025 ("Completion Date"). Costs may not be incurred after (5/4/2024). 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 CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** CONTRACTOR shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG Program requirements, 24 CFR Part 570, 2 CFR part 200, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this 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.
2. **Uniform Administrative Requirements and Cost Principles.** CONTRACTOR shall comply with the uniform administrative requirements specified in 24 CFR §570.502 and §570.610. CONTRACTOR also agrees to comply with the provisions of the

Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, as modified by 24 CFR §570.502. **CONTRACTOR** also is required to ensure that any and all contractors/subcontractors providing services or otherwise performing pursuant to this 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.

3. **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 CDBG 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** must secure at least three (3) quotes or sealed bids, as

applicable, from qualified licensed contractors. **CONTRACTOR** shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR§ 200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts 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.

4. **Records to be Maintained.** **CONTRACTOR** shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502.
5. **Retention of Records.** All records must be accurate, complete and orderly. **CONTRACTOR** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how CDBG 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 CDBG 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.

6. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.
7. **Inspection of Records.** At any time during normal business hours and as often as the **CITY**, HUD and/or the Comptroller General of the United States may deem necessary, the **CONTRACTOR** shall make available to the **CITY**, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this 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.
8. **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 Coordinator with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This

disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9. Withholding Payments. CITY's obligation to reimburse **CONTRACTOR** is conditioned on **CONTRACTOR**'s full compliance with this Contract. A breach of this Contract is grounds for non-payment by the **CITY**.

10. Closeout. **CONTRACTOR** agrees to follow all of the closeout procedures required in 24 CFR§ 570.502 and 2 CFR §200.343.

SECTION 4: DISCRIMINATION

CONTRACTOR shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Non-Discrimination: **CONTRACTOR** shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. **CONTRACTOR** shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, **CONTRACTOR** must not based on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of facilities or services; restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. **CONTRACTOR** must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the CDBG funded activity (examples include qualified sign language, oral interpreters, readers, use of tapes, Braille materials, TTD). If **CONTRACTOR** communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. **CONTRACTOR** shall adopt and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

B. Equal Employment Opportunity. **CONTRACTOR** shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "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.

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 2 CFR §200.317 and §200.318, **CONTRACTOR** shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by **CONTRACTOR** to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subcontractors that are receiving

CDBG funds. **CONTRACTOR** shall also keep records supporting requests for waivers of conflicts.

CONTRACTOR will disclose in writing any potential conflicts of interest to the **CITY**. By executing this 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 the 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. Subcontracts shall be awarded to 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.

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 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. **CONTRACTOR** shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "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 inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.613 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 CDBG funds will be provided as reimbursement for the work done by that debarred or suspended **CONTRACTOR** or subcontractor. **CONTRACTOR** shall keep copies of the debarment and suspension certifications required by 2 CFR Part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

P. Domestic Preference for Procurements. **CONTRACTOR** shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant to 2 CFR §570.609. The requirements of this section must be included

in all subawards including all contracts and purchase orders for work or products under this Contract.

SECTION 5: GENERAL TERMS AND CONDITIONS

1. **Florida Statutes, City Code, and Permits.** **CONTRACTOR** agrees to comply with all laws of the State of Florida and the Kissimmee City Code. In particular, **CONTRACTOR** and any of its employees shall comply with all licensing, registration, and other applicable regulations governing their ability to administer the services and do the work it provides, and all other applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.
2. **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:
 - a. 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;
 - b. 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;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - d. 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.
 - e. 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.org, and 101 Church Street, Kissimmee, Florida 34741.

3. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., **CONTRACTOR** and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

b) City, **CONTRACTOR**, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c) City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify **CONTRACTOR** and **CONTRACTOR** shall immediately terminate the contract with the subcontractor.

d) 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.

e) *Subcontracts.* **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. **CONTRACTOR** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

4. **Contract between CITY and HUD.** **CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the CDBG Contract between t **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.

5. **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.

6. **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 CDBG funds awarded by the **CITY** for any improper expenditures made by **CONTRACTOR** or its subcontractors and such refund shall be made no later than thirty (30) days after requested by the **CITY**.

In accordance with 2 CFR §200.339, **CITY** can terminate the 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

1. **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.
2. **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:
 - 2.1.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.
 - 2.1.2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.
 - 2.1.3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.
 - 2.1.4. *Insurance Certificates.* **CONTRACTOR** shall provide **CITY** with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. **CONTRACTOR** shall notify **CITY** in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

3. **Indemnification.** **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with **CONTRACTOR**'s performance or non-performance of this Contract or because of or due to the existence of the Contract itself.
- 4.

SECTION 8: MISCELLANEOUS PROVISIONS

1. **Assignment.** **CONTRACTOR** shall not assign or transfer any interest in this Contract without the prior written consent of the **CITY**.
2. **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.
3. **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.
4. **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.
5. **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:

Robert Masiku
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Brian Sodre, Owner
Miniopolis, LLC
12734 Kenwood Ln, Unit 23

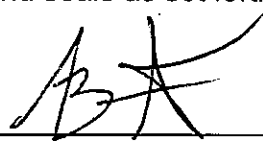
Fort Myers, FL 33907

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

(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.

XXXXXXXX

By: 
Signature Brian Sodre,

Title: Owner

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me this 18th day of February, 2025, by means of ☒ physical presence or ☐ online notarization, by Brian Sodre as Owner for Miniopolis, a Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Muzardo
Print Name: Melissa L. Perez
My Commission Expires: December 28, 2025

CITY OF KISSIMMEE

By: 
Jackie Espinosa, Mayor

Attest: Tameara Crespo
CITY Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Olga Sanchez de Fuentes

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): For ADA modification/rehabilitation of two units.
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. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement: 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”

Additional Project Requirements

TBD

EXHIBIT "D"

CHANGE ORDER # _____

CONTRACTOR NAME	
------------------------	--

The Contract for Work entered into on _____, 2024 by and between the above Contractor and the City, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$_____ for a new total of \$_____.

The work completion deadline is _____.

The deadline is: ☐ **extended to** _____.

☐ **not extended**

Contractor Signature Date

The scope of work proposed on this Change order is approved; payment shall NOT be responsibility under this Contract.

HCD Program Coordinator Date

The scope of work proposed on this Change order is approved; payment shall be responsibility under this Contract.

HCD Program Coordinator 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 Coordinator 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:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – “Personnel Activity Reports” shall be maintained for all personnel paid with CDBG funds that are

involved in operating a CDBG funded program. All personnel activity reports must be signed by the employee and the employee's supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely 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.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property

assisted with CDBG funds in the format requested by the City.

10. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – **CONTRACTOR** must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

e. Comparison of expenditures with budget amounts for each federal award.

EXHIBIT "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 Coordinator 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 Coordinator will process reimbursement of approved invoices within thirty (30) days of receipt of such requests and will use its best efforts to reimburse **CONTRACTOR** within fifteen (15) days of receipt of such requests.
- F. As applicable, the monthly invoice shall include:
 - a. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
 - b. Brief description of activities or services undertaken during the month for which reimbursements are being requested.
 - c. Total cost of services.
 - d. If applicable, if outside subcontractors have done the work, submit the paid

invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "H"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTORS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE CONSTRUCTION OVER \$10,000

A. 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: XXXXXXXX

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.

XXXXXXXX
(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 _____, 2024, by means of ☐ physical presence or ☐ online notarization, by _as _for _____, a Florida business organization, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

ITEM 7.K

Contract for transition to Cloud-Based Video Management

Request

Approval of a purchase agreement to transition from on-premises media storage to a cloud-based video management platform with Verkada.

Explanation

To improve resiliency, reduce costs, and modernize system management, staff recommends transitioning to Verkada's cloud-based video management platform from its current on-premises video management system. Moving to a cloud architecture will provide redundancy and reliability by removing reliance on localized storage and minimizing downtime associated with hardware failures. This transition will also simplify day-to-day management, reducing the amount of staff time dedicated to configuration and troubleshooting.

By shifting to a cloud platform, the City will avoid future expenditures tied to replacing on-site media storage hardware, while gaining access to advanced video analytics that will streamline investigations and incident reviews. These analytics will allow staff to quickly locate relevant footage, reducing time and resources needed during public safety events. Additionally, Verkada is an American company, and all media data will be stored in the United States, ensuring compliance with data residency standards.

As part of the project, the City will also implement new command connectors, which allow all existing camera hardware to be reused, multi-sensor cameras, and cellular gateways to enhance coverage, connectivity, and long-term scalability of the system.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10410706 506494	SSEM002Q	Decrease	196,700	192,701.26

Financial Summary:

The project is funded through the City's Safety, Security, and Emergency Preparedness Division, with pricing based on PEPPM Contract #533902-155 Cooperative Purchasing pricing.

Recommendation

Approval of a purchase agreement with Pileum Corporation to migrate to the Verkada cloud-based video management platform for \$192,701.26

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: City Manager
Presenter:

Attachment(s):

1. Verkada Cloud Proposal



We have prepared a quote for you

**COK - 50 & 25 Channel Command Connectors - PEPPM -
2025-9-8**

Quote # 070868
Version 3

Prepared for:

City of Kissimmee (FL)

Austin Blake
austin.blake@kissimmee.gov

Verkada Command Connectors

Item	Description	Price	Qty	Ext. Price
As Per PEPPM #533902-155 or CA Entity PEPPM Contract #535122-190				
CC700-16TB-HW	Verkada Command Connector, 1U rack mount, 30 day retention for up to 50 5MP or 25 4K channels, 16TB net storage	\$5,898.09	8	\$47,184.72
CC500-8TB-HW	Verkada Command Connector, 1U rack mount, 30 day retention for up to 25 5MP or 12 4K channels, 8TB net storage	\$3,816.17	12	\$45,794.04
LIC-CAM-1Y-CAP	Verkada 1-Year Camera License, Capacity Increase	\$138.10	535	\$73,883.50
VK-SH	Shipping & Handling	\$2,337.60	1	\$2,337.60

Subtotal: \$169,199.86

Verkada Hardware: Multi-Sensor Cameras

Item	Description	Price	Qty	Ext. Price
As Per PEPPM #533902-155 or CA Entity PEPPM Contract #535122-190				
CH52-1TBE-HW	Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$2,497.62	5	\$12,488.10
LIC-CAM-MLT4-1Y-CAP	Verkada 1-Year Four-Camera Multisensor License, Capacity Increase	\$415.69	5	\$2,078.45
ACC-MNT-ARM-1	Verkada Arm Mount	\$68.70	5	\$343.50
ACC-MNT-PEND-1	Verkada Pendant Cap Mount	\$47.88	5	\$239.40
ACC-MNT-POLE-1	Verkada Pole Mount	\$145.04	5	\$725.20

Subtotal: \$15,874.65

Verkada Hardware: Cellular Gateway & Power

Item	Description	Price	Qty	Ext. Price
As Per PEPPM #533902-155 or CA Entity PEPPM Contract #535122-190				
GC31-E-HW	Verkada GC31 Cellular Gateway, Outdoor	\$901.47	5	\$4,507.35
LIC-CAM-1Y-CAP	Verkada 1-Year Camera License, Capacity Increase	\$138.10	5	\$690.50

Verkada Hardware: Cellular Gateway & Power

Item	Description	Price	Qty	Ext. Price
ACCX-TAP-DC100-E	FP AC/DC 7-Pin Power Tap, 100W PoE Output, Outdoor, Model Number: FP287A-180-BEN-A	\$485.78	5	\$2,428.90

Subtotal: **\$7,626.75**

COK - 50 & 25 Channel Command Connectors - PEPPM - 2025-9-8

Prepared by:
Pileum Corporation
Harrison Partridge
601-863-0086
Fax 601-510-9718
harrisonpartridge@pileum.com

Prepared for:
City of Kissimmee (FL)
101 Church Street
Kissimmee, FL 34741
Austin Blake
austin.blake@kissimmee.gov
(407) 846-3333

Quote Information:
Quote #: 070868
Version: 3
Delivery Date: 09/09/2025
Expiration Date: 10/08/2025

Quote Summary

Description	Amount
Verkada Command Connectors	\$169,199.86
Verkada Hardware: Multi-Sensor Cameras	\$15,874.65
Verkada Hardware: Cellular Gateway & Power	\$7,626.75

Total: \$192,701.26

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

ITEM 7.L

Extension of the Professional Services Contract with Purvis and Gray Company, LLP to perform auditing services for the Fiscal Year Ending 2025

Request

Commission approval to extend the audit services contract with Purvis Gray and Company, LLP (contract #20240269) for auditing services for the fiscal year ending 2025.

Explanation

In 2021, the City entered into an agreement with Purvis Gray and Company, LLP to perform auditing services for fiscal years ending September 30, 2022 and 2023. The original contract provided for 2 additional one-year periods.

Staff is requesting Commission approval to extend the Purvis Gray contract for the fiscal year 2025 audit. This addendum follows all provisions of the original agreement with the exception of the pricing for the services to be performed. The fees for the 2025 audit will be as follows:

City's Basic Audit \$63,500

Federal Single Audit – Per Major Program \$5,500

State Single Audit – Per Major Project \$5,500

City's Two Community Redevelopment Agency Funds (\$6,500 each) \$13,000

Recommendation

Staff recommends approval of the extension of the professional services contract with Purvis and Gray Company, LLP to perform auditing services for FY 2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. (S) Required Communication Letter

July 22, 2025

REQUIRED AUDITOR COMMUNICATION LETTER

Honorable Mayor and City Commission
c/o Tavia Ritchie, CPA, Finance Director
101 Church Street
Kissimmee, Florida 34741

Pursuant to our audit engagement letter dated September 16, 2021, we are pleased to confirm our understanding of the services we are to provide for the City of Kissimmee, Florida (the City) for the year ending September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ending September 30, 2025.

We will also audit and issue a separate report for the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA-Vine Street) and the Kissimmee Downtown Community Redevelopment Agency (the CRA-Downtown). In addition, separate attestation reports pursuant to the American Institute of Certified Public Accountants (AICPA) Professional Standards AT-C Section 315 are to be issued regarding each CRA's compliance with Section 163.387(6) and (7), Florida Statutes, and the City's and each CRA's compliance with Section 218.415, Florida Statutes, in accordance with Chapter 10.550, *Rules of the Auditor General*.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa

purvisgray.com

Members of American and Florida Institutes of Certified Public Accountants

- 1) Management's Discussion and Analysis
- 2) Required Pension and Other Postemployment Benefits Schedules and Disclosures
- 3) Major Funds Budgetary Comparison Statements

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards and State Projects (when applicable)
- 2) Combining and Individual Internal Service Funds and Non-Major Fund Statements and Schedules
- 3) Non-Major Fund Budgetary Comparison Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects that could have a direct and material effect on each major program and state project in accordance with the *Single Audit Act Amendments of 1996* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, and will include tests of accounting records, a determination of major program(s)/projects(s) in accordance with Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk Associated with Improper Revenue Recognition
- Management Override of Controls
- Decentralized Management

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects

applicable to major programs/projects. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* and Chapter 10.550, *Rules of the Auditor General*, for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/projects. For federal programs and state projects that are included in the *Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs/projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state projects, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state projects, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state projects, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state projects; federal award programs and state award projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, it is management's responsibility to evaluate and monitor non-compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects; take prompt action when instances of non-compliance are identified including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state projects (including notes and non-cash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. You agree to include our report on the schedule of expenditures of federal awards and state projects in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state projects. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state projects that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards and state projects in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (2) you believe the schedule of expenditures of federal awards and state projects, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state projects.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report

thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Examination Reports

An examination report will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Chapter 218.415, Florida Statutes, for the City and for the CRAs.
- Independent Accountant's Report on Compliance with Chapter 163.387(6) and (7), Florida Statutes, for the CRAs.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the report (as applicable) is free from material misstatement based on the applicable criteria; and (2) to express an opinion as to whether the subject matter is presented and/or the City complied, in all material respects, in accordance with the specified requirements.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the City's compliance with the specified requirements.

The examination reports are solely to comply with the specified requirements and are not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the subject matter is free from material misstatement and/or the City complied, based on the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with, and for compliance with, the specified requirements and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence. At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Other Services

If requested by the City, we will also assist in implementation of new accounting standards and preparing the financial statements, schedule of expenditures of federal awards and state projects, related notes, and any other non-audit services for the City in conformity with GAAP, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. If needed, we will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state projects, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards and state projects, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards and state projects, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards and state projects, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Government Accountability Office or its designee for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Helen Y. Painter, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately August 2025.

Our fees for the audit of the basic financial statements of the City, including CRA reports, as well as federal and state single audits are as follows:

City's Basic Audit	\$	63,500
Federal Single Audit – Per Major Program		5,500
State Single Audit – Per Major Project		5,500
City's Two Community Redevelopment Agency Funds (\$6,500 each)		13,000

Our fees for these services include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.). Any substantial additional time over 475-525 hours to complete the audits will be discussed with management.

Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. Items that will likely increase the agreed-upon fee include:

- Assistance with matters designated as management's responsibility, including preparation of schedules and closing entries.
- Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
- Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter, that have a significant impact on time requirements.
- Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance, refunding, or advance extinguishment, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, or going concern.
- Increases in federal or state funding, requiring Federal or State Single Audits and/or increases to the number of grants classified as major programs, that significantly increase the extent of testing.
- Follow up on allegations or discovery of: (1) non-compliance with laws, regulations, and policies; (2) fraud, waste, and abuse; or (3) significant deficiencies in internal control.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Honorable Mayor and City Commission
c/o Tavia Ritchie, CPA, Finance Director
Kissimmee, Florida

-11-

July 22, 2025

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Helen Y. Painter, CPA
Partner

HYP/asb

Response:

This letter correctly sets forth the understanding of the City of Kissimmee.

Signature: _____

Title: _____

Date: _____

ITEM 8.A

Kissimmee Main Street Annual Update and Funding Agreement for FY 2025-2026

Request

Kissimmee Main Street Annual Update and Approval of Funding Agreement #20240495 for Fiscal Year 2025-2026.

Explanation

The City of Kissimmee has been a longtime supporter of the Kissimmee Main Street Program, a 501(c)(3) organization, and its contributions to the vitality of Downtown Kissimmee. Since 2008, through a Service Agreement with the City of Kissimmee and the Downtown Kissimmee Community Redevelopment Agency (DKCRA), Kissimmee Main Street has provided business development and retention services supporting and furthering small business development in Downtown Kissimmee. Kissimmee Main Street has been a vital business resource partner by:

- Promoting Downtown Kissimmee and attracting new businesses to available properties.
- Assisting new businesses with navigating local and state ordinances and regulations.
- Contributing to business growth and retention by assisting with business plans and finance.

In addition to the above services, Kissimmee Main Street attracts significant attention to Downtown Kissimmee throughout the year with its annual signature events, such as Boo on Broadway and Hop on Downtown.

Kissimmee Main Street has demonstrated its position as a valuable resource partner to the City. Therefore, staff is requesting approval of the Service Agreement for FY 2025-2026 to allow Kissimmee Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the new Service Agreement, the City and DKCRA will continue to provide resources and training to Kissimmee Main Street staff in support of business assistance efforts. Kissimmee Main Street will continue its responsibilities of business development and retention. This Agreement includes the addition of defined Key Performance Indicators and a quarterly reporting template, which are intended to monitor Kissimmee Main Street's performance and ensure its continued value to the City.

The Kissimmee Main Street Executive Director will present an Annual Report to the Commission and be available for any questions.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103- 503434		Decrease	123,326	123,326

Financial Summary:

City of Kissimmee

The City will provide Kissimmee Main Street with a total of \$123,326 for salaries and benefits. The DKCRA will provide Kissimmee Main Street with a total of \$50,900 for the following:

1. \$30,900 provided for salaries and benefits;
2. \$20,000 for administrative expenses.

Funding for administrative expenses will be distributed quarterly in \$5,000 increments, contingent on the DKCRA receiving the quarterly report from Kissimmee Main Street.

Recommendation

Staff recommends approval of the Kissimmee Main Street Funding Agreement for Fiscal Year 2025-2026, from October 1, 2025 to September 30, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):

1. (S) Kissimmee Main Street Funding Agreement (FY 2026)
2. Kissimmee Main Street FY 2025 Annual Report Executive Summary

**CITY OF KISSIMMEE AND THE DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM**

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2024, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY,” the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CRA,” and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as “MAIN STREET” and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and MAIN STREET share a common vision and mission to promote, preserve, and enhance the City of Kissimmee’s historic downtown district; and

WHEREAS, the CITY, CRA, and MAIN STREET wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, MAIN STREET is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2025 and terminates on September 30, 2026.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide total funding in the amount of One Hundred Fifty-Four Thousand and Two Hundred Twenty-Six Dollars (\$154,226.00) to MAIN STREET for salary and benefits for two full time employee positions. These funds will be split between the CITY and CRA. The CITY shall provide One Hundred Twenty-Three Thousand and Three Hundred Twenty-

Six Dollars (\$123,326.00) and the CRA shall provide Thirty Thousand and Nine Hundred Dollars (\$30,900.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to MAIN STREET for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from MAIN STREET.
- c. The CITY and CRA staff will provide training to the MAIN STREET staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide MAIN STREET staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are forming or intend to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.
- d. The CITY and CRA shall provide MAIN STREET a quarterly and annual reporting template. The report shall measure Key Performance Indicators ("KPI") based upon the MAIN STREET Four Points Approach: Economic Vitality, Promotion, Design, and Organization. The KPI and Quarterly Reporting Form are attached as "Composite Exhibit 1".

4. MAIN STREET RESPONSIBILITIES.

- a. MAIN STREET, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Development:
 - 1. Conduct visitor surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to market, lease and sell vacant properties within the CRA District.

3. Maintain current information on downtown business demographics. This information shall be posted on the MAIN STREET website and be made available to the CITY's Development Services Department, as well as the CITY's Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the CRA District. MAIN STREET shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. MAIN STREET shall work with Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY. These duties shall not pose a conflict of interest between the CITY and MAIN STREET.

ii. Business Retention:

1. Create and distribute a MAIN STREET newsletter that contains relevant business information and promotes downtown events.
2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
4. Help CRA District businesses navigate CITY regulations, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
5. Develop and maintain business support programs, including but not limited to educational workshops, grants, and event support.

- b. MAIN STREET shall provide quarterly reports to the Economic Development Director and Community Redevelopment Agency Manager outlining the efforts made toward business development and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. A request for revisions to this section shall be provided in writing and must be agreed to by the CITY, CRA and MAIN STREET.
 - c. MAIN STREET shall provide an Annual Financial Report including detailed information on revenue and expenses due by October 1, 2026. Annual financial report to be submitted as part of Annual Report to City Commission.
 - d. MAIN STREET shall complete an Annual Report, according to the MAIN STREET Four Points of Economic Vitality, Promotion, Design, and Organization, due to Economic Development Director and Community Redevelopment Agency Manager by October 1, 2026. Annual report shall be presented to City Commission by October 1, 2026. Report shall include but is not limited to the following:
 - i. Annual Financial Report.
 - ii. Progress on KPI as referenced in “Composite Exhibit 1”.
 - iii. Market analysis.
 - iv. Summary of visitor surveys.
 - v. Work plan for upcoming fiscal year.
 - e. MAIN STREET shall continue to perform work necessary for the operation and furtherance of MAIN STREET’s not for profit mission.
 - f. MAIN STREET will not campaign, canvass, advocate for or endorse any specific candidate, elected/appointed official and/or any political party during the course of this Funding Agreement.
 - g. MAIN STREET shall adhere to and abide by all the terms and conditions in the Lease Agreement between MAIN STREET and the CITY OF KISSIMMEE for 421 Broadway in effect from October 1, 2024.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30)

days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** MAIN STREET shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between MAIN STREET and the 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. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
13. **NOTICES.** 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:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to MAIN STREET:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** MAIN STREET acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

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

- a. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. MAIN STREET shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the MAIN STREET does not transfer the records to CITY.
- c. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If MAIN STREET does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1.

15. **E-VERIFY.**

A. In compliance with Section 448.095, Fla. Stat., MAIN STREET and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

b. The City, MAIN STREET, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but MAIN STREET otherwise complied, shall promptly notify MAIN STREET and MAIN STREET shall immediately terminate the contract with the subcontractor.

he subcontractor.

d. 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. MAIN STREET acknowledges that upon termination of this Agreement by the City for a violation of this section by MAIN

STREET, MAIN STREET may not be awarded a public contract for at least one (1) year. MAIN STREET further acknowledges that MAIN STREET is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* MAIN STREET 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. MAIN STREET shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. SCRUTINIZED VENDOR LIST. By acceptance of this Agreement, MAIN STREET 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 MAIN STREET has submitted a false certification, CITY shall provide MAIN STREET with written notice of its determination. MAIN STREET 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 MAIN STREET does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against MAIN STREET. If a civil action is brought and the court determines that MAIN STREET has submitted a false certification, MAIN STREET 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, MAIN STREET 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 MAIN STREET submitted a false certification, pursuant to §287.135(5)(a) Florida Statutes.

17. 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, sub-developer, or consultant under a contract with any public entity; and may not transact business with any public entity.

18. 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 contractor, supplier, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

19. HUMAN TRAFFICKING. MAIN STREET shall provide CITY with an affidavit signed by an officer or representative of MAIN STREET attesting, under penalty of perjury, that MAIN STREET does not use coercion for labor or services as defined by section 787.06, Florida Statute.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

KISSIMMEE MAIN STREET:


Chair

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 19th
day of August, 2025, by means of ☒ physical presence or ☐
online notarization,
by Lance Spencer as Board Chair for Kissimmee
Main Street, a Florida not for profit corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary:


Print Name: Diana Marrero-Pinto

My Commission Expires:



COMPOSITE EXHIBIT “A”



Key Performance Indicators for Kissimmee Main Street

Overview

The following Key Performance Indicators (KPI) have been developed based on Main Street America’s Four-Point Approach: Economic Vitality, Design, Promotion, and Organization. This KPI is intended to support quarterly and annual reporting, provide measurable outcomes, and guide ongoing strategy development for the organization. They are also designed to enhance accountability and transparency amongst stakeholders, including the City of Kissimmee and the Downtown Kissimmee Community Redevelopment Agency.

Each section below includes a brief description, performance indicators, and targets to evaluate progress and inform decision-making.

Economic Vitality

Area focused on strengthening the downtown economy through business attraction and retention and business support. It includes initiatives aimed at attracting new investment, retaining existing businesses, and cultivating a thriving commercial environment.

- New Businesses Opened in District
 - Target: At least 2 new businesses opened per year through attraction efforts.
 - Report: Count of new businesses by quarter and narrative on business type/location. Include narrative on business attraction efforts.
- Business Satisfaction
 - Track business satisfaction through surveying, including satisfaction with Kissimmee Main Street program.
 - Target: 50% survey completion and 85% of businesses expressing satisfaction with Kissimmee Main Street program.
- Business Support Programs
 - Target: Host or co-host at least 4 business support workshops or events per year.
 - Report: Event details, attendance, and feedback.

Design

Design focuses on the physical and visual elements of Downtown Kissimmee, promoting beautification with an emphasis on historic preservation. This includes façade improvements, placemaking, and community-driven enhancements.

- Beautification Projects
 - Target: Support or initiate at least 4 projects annually. Examples: Downtown cleanup events, CPIP referrals, public art installations, planters, benches.
 - Report: Description, location, photos, and partner involvement.
- Placemaking and Merchant Engagement
 - Target: Engage with at least 10 businesses per year on storefront design, holiday displays, or other design elements.
 - Report: Track outreach, participation rate, and include visual documentation of completed projects.

Promotion

This area focuses on building awareness, increasing downtown visitation, and fostering community pride through coordinated events and marketing strategies.

- Events Organized or Co-Sponsored
 - Target: List and summarize all events each quarter.
 - Report: Include name, date, attendance, marketing efforts, budget, and outcomes.
- Digital Promotion and Marketing Reach
 - Metrics: Website traffic, social media reach/engagement, newsletter open/click rates.
 - Report: Quarterly analytics and descriptions of additional outreach or campaigns.

Organization

This section tracks governance, volunteerism, fundraising, and reporting functions to help support the long-term success of the organization.

- Volunteer Hours Recorded
 - Target: Record all volunteer hours related to events, projects, and committees.
 - Report: Hours per quarter with role description as needed.
- Membership Growth
 - Target: Achieve 10% annual growth in membership base.
 - Report: Membership count and comparison to previous year. Include breakdown of membership within DKCRA district and outside of district.
- Leveraged Funds
 - Target: Seek additional revenue sources to maintain sustainable mix of public/private funding.
 - Report: Funding source, amount, use, etc.

Reporting and Strategic Planning

In order to monitor progress on the above KPIs and track any challenges that may arise the following reporting and planning goals have been established.

- Quarterly Reports to CRA
 - Target: Submit all required reports by the designated deadline.
 - Report: Include KPI updates, narrative highlights, and challenges. Report template will be provided to KMS.
- Annual Strategic or Work Plan
 - Target: Submit by October 1st each year.
 - Report: Reflect past performance, upcoming goals, and alignment with masterplan.
- Kissimmee Main Street Masterplan
 - Target: Develop and maintain a long-term strategic masterplan with community input.
 - Report: Planning process, community engagement efforts, and final deliverable timeline.

QUARTERLY REPORT

Organization Name:

Reporting Period: [Q1, 2, 3, or 4, mm/dd/yyyy to mm/dd/yyyy]

Submitted By:

Submission Date:

1. Executive Summary

Provide a summary of key activities, accomplishments, and/or challenges throughout this quarter.

2. Progress on Key Performance Indicators (KPI)

KPI/Area	Target (Annually)	Actual this Quarter	YTD	Notes
Insert additional lines as needed.				

3. Activities/Events this Quarter

Event/Activity	Date	Description	Estimated Attendance	Outcome

4. Quarterly Financial Summary

Budget Line	Approved	Actual Budget	YTD	Notes
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Item	Budget			

5. Plans for Next Quarter

Include brief list of plans for the next quarter (which may include events, project milestones, additional funding or matching funding sources.)

6. Attachments

Include photos, flyers, or other materials as may be applicable to this report.



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Kissimmee Main Street does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Diana Marrero-Pinto**

Title of Contractor's Authorized Representative: **Executive Director**

Signature of Contractor's Authorized Representative:

Date: **August 20, 2025**

Executive Summary

Kissimmee Main Street Annual Report

Introduction:

Kissimmee Main Street had a full, productive, and successful 2024-2025 year. From events with record attendance to new business openings and promotions that surpassed all expectations, it was a year filled with achievements that made everyone Downtown Proud.

Events:

Kissimmee Main Street's primary events goals were to grow our signature events, strengthen community partnerships, and expand our markets. We are pleased to report on the successful execution of several key events, including the Kissimmee 5K, Taste of Main Street, Hop On Downtown, Boo on Broadway, Small Business Saturday, the Mutts Market, and the KVF Market, which was held in partnership with the American Legion and Mosaic at Lake Toho.

Our market initiatives have seen significant growth. We began with the Kissimmee Valley Farmers Market and Flea Market on Pleasant Street, by the Maslow mural. In May, we successfully launched the KVF Market on the first Friday of each month at the American Legion lawn, a direct result of our partnership with the American Legion and Mosaic at Lake Toho. This collaboration continued with the Mutts Market, an event where we facilitated a valuable connection for one of our vendors, Tashonda Bryant of Natural Essence, helping her gain exposure and establish a partnership with Tee's Beauty Haven for product sales.

The Main Street Micro Market, our weekly Saturday market located at 421 Broadway in front of our office, has also expanded considerably. Initially starting with four artisan vendors, it now regularly features four vendors plus an additional food truck. Looking ahead to the new fiscal year, the KVF Market will operate on the first and third Fridays of every month at the American Legion lawn, alongside the continued operation of the Micro Market. In the coming year, we are enthusiastic about supporting more vendors in expanding their presence within the community, whether through new merchant partnerships or by assisting them in establishing their own brick-and-mortar businesses. Concurrently, we remain committed to strengthening our downtown events and enhancing community connections.

Economic Vitality:

This past year has been one of growth, connection, and impact for Downtown Kissimmee's business community. We've worked one-on-one with business owners, welcomed new businesses, and strengthened partnerships across our CRA district.

From October through June, we provided more than 40 direct one-on-one business consultations — assisting with permitting, marketing, branding, and grant opportunities. In Quarter 1 alone, we supported six new businesses and answered more than 40 permitting and business inquiries.

Business touches were consistent throughout the year. In Quarter 3, for example, we recorded 25 in-person visits, 61 emails, 67 texts, 14 Facebook interactions, and 12 Coffee Club outreach visits. Combined with Quarter 1's 65 phone touches and Quarter 2's mix of meetings, inquiries, and opportunities, our team connected with businesses in more than 300 individual touchpoints this year.

Celebrating growth is at the heart of what we do. We welcomed new businesses with ribbon cuttings, including Titi Jessica's New Yorican Restaurant in Quarter 3 and the Kissimmee Marina Eco Tour expansion earlier this year. In total, we marked at least four major ribbon cuttings and grand openings.

Events remained a vital way to showcase our downtown. Quarter 1 featured four community-wide events, including Small Business Saturday and Light Up Kissimmee, while Quarter 2 added five workshops and training with partners like SCORE. By the end of Quarter 3, we had hosted or partnered in more than 15 events and educational opportunities — from festive celebrations to professional development workshops.

Partnerships continued to strengthen with organizations like the UCF Incubator, Prospera, SBDC, SCORE, and the City of Kissimmee. These collaborations provided mentorship, training, and resources that directly benefit our merchants.

We also tracked business health through retention and vacancy efforts. By Quarter 3, we reached out to three property owners, identified seven current vacancies, and completed 25 business inventory forms as part of our market analysis.

And just as stated in last year's report — while we have established a functional organizational committee, we are always seeking to recruit new committee members to broaden our impact.

Looking forward, our goals for next year include:

Expanding our business inventory and market analysis beyond the 25 forms completed this year.
Increasing outreach touches through Coffee Club, social media, and direct visits to strengthen retention.

Enhancing partnerships to offer even more educational workshops and mentorship opportunities.

Reducing vacancies by actively connecting entrepreneurs with available properties.

This year, with more than 300 business touchpoints, 15+ events, and multiple new businesses launched, we have seen the power of collaboration and consistency. Together, we've supported our existing merchants, welcomed new ones, and laid the foundation for continued success in Downtown Kissimmee

ITEM 8.B

Small Business Development Center Annual Update and Funding Agreement for FY 2025-26

Request

Approval of Contract #20250371 for the UCF Small Business Development Center Funding Agreement and for the city manager to sign the agreement.

Explanation

The City of Kissimmee has a partnership and agreement with the University of Central Florida Small Business Development Center (SBDC) to provide entrepreneurs with technical support to create, operate and provide consultations to small businesses.

The SBDC serves a central role in getting small businesses launched, with assistance in creating business models, financial analysis/probability, loan proposals, bid proposals, patent and trademarks, promotion and marketing as well as strategic planning. The SBDC provides monthly business seminars and workshops on business topics, available at no cost.

A representative from SBDC will make a presentation to the Commission to highlight their activity for 2025.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00122103 503434		Decrease		30,000

Financial Summary:

Funding for this program is allocated in the "Other Contract Services" account in the amount of \$30,000.

Recommendation

Approve the funding agreement for 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):

1. (S) SBDC FY25-26 signed by SBDC
City of Kissimmee

2. SBDC Yearly Performance 2024-25_revised Presentation

**CITY OF KISSIMMEE SERVICES AGREEMENT WITH THE
KISSIMMEE/OSCEOLA CHAMBER OF COMMERCE
FOR THE UCF FLORIDA SMALL BUSINESS DEVELOPMENT CENTER
FY 2025/26**

In consideration of the performance by Florida Small Business Development Center (FSBDC) at University of Central Florida (UCF), of the below described services to be rendered to its citizens. City of Kissimmee agrees to pay the total sum of \$30,000 to Kissimmee/Osceola Chamber of Commerce. This agreement term is from October 1, 2025 through September 30, 2026.

Business Development Assistance:

Provide clients opportunity to discuss ideas and provide personalized, confidential guidance free of charge. Areas of assistance include but not limited to: business planning, market research, feasibility studies, advertising, financial analysis, loan assistance, loan proposals, accounting systems, recordkeeping, taxes, selling to the government, business valuation, business start-up, employee manuals, strategic plans and more.

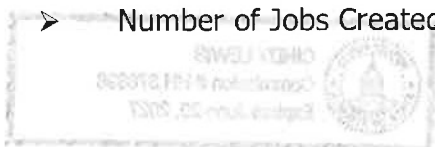
Technical Business Assistance:

Provide clients personalized and confidential guidance in the following areas:

- Accounting: asset management, record keeping systems and procedures.
- Finance: ratio analysis, breakeven analysis, financial projections and business valuation.
- Marketing: pricing, advertising and promotion, marketing planning, market research and exporting.
- Operations: production and inventory control, project management, risk management and energy conservation.
- New Venture Planning: start-up information, feasibility analysis, business planning and general business consulting.
- Technical Assistance: preliminary patent searches, patent, copyright and trademark, and technology transfer and SBIR/STTR.

Organizational Activities

- Provide monthly business seminars and workshops on relevant business topics. Minimum of one seminar/workshop per month.
- Partner with other local business organizations (Kissimmee Main Street & UCF Business Incubator Program) when possible and appropriate.
- Quarterly progress reports to be provided to the City's Economic Development Office at the end of the following months: March, June, September, and December.
- Quarterly reports should include the following information:
 - Number of Consultation Sessions
 - Number of Attendees at Seminars/Workshops
 - Number of Businesses Started
 - Number of Jobs Created



FY 2025/26 CHAMBER/FSBDC AGREEMENT
PAGE TWO

- Breakdown of clients served by ZIP code -in particular in the following city limits
Zip Codes (34741; 34742; 34743; 34744; 34745)
- Number of Clients assisted with loans & how many of those loans were approved
and their total amount
- Highlights of monthly activities
- Sample copies of FSBDC event/activity flyers
- As needed provide City Commission with program updates during a Commission
meeting.
- Present Year-End summary report to the City Commission during a Commission meeting
in August or September which includes the request for approval of follow fiscal year's
funding agreement.

IN WITNESS WHEREOF, the parties have entered into this amendment as of the day and
year first above written.

ATTEST:

CITY OF KISSIMMEE, FLORIDA

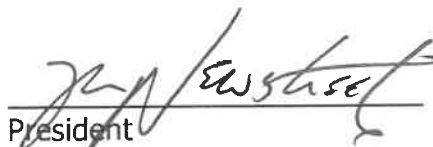
City Clerk

City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney

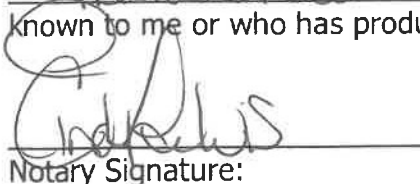
KISSIMMEE/OSCEOLA CHAMBER OF COMMERCE



President

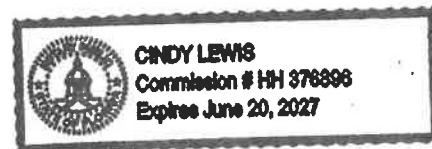
STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 2 day of
September, 2025, by John Newstetter who is the
President / CEO of The Osceola Chamber and who is personally
known to me or who has produced _____ as identification.



Notary Signature:

Stamp:





Helping Businesses Grow & Succeed

FSBDC at UCF – Osceola County Annual Update 2024-25

State Designated as Florida's Principal Provider
of Business Assistance [§ 288.001, Fla. Stat.]



About Us



Hosted by



UNIVERSITY OF
CENTRAL FLORIDA



U.S. Small Business
Administration

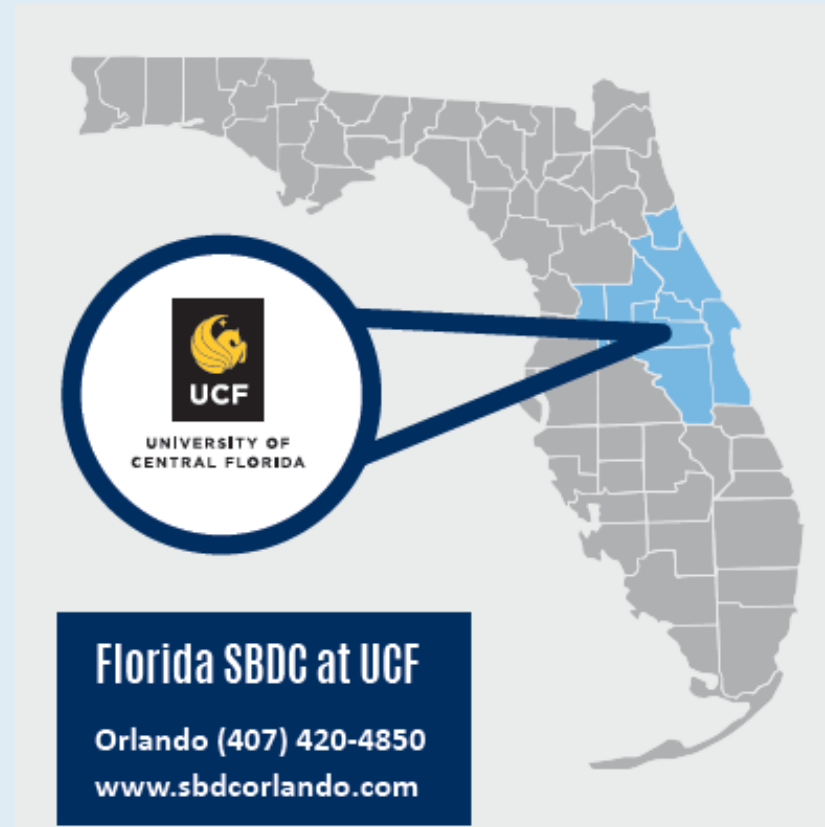


OSCEOLA
COUNTY



- Member of Florida SBDC Network
- Established in 1976
- Nationally Accredited
- Funded in part by the U.S. SBA, State of Florida, Osceola County/City of Kissimmee
- Hosted by the University of Central Florida

Helping Businesses Grow & Succeed



Our Services



**Consulting: no-cost,
expert, confidential,
one-on-one**



**No-cost market
research**



**Special programs for
second-stage
businesses**



**Business training
seminars and
webinars**

Paulo Francisco de Vilhena Toledo
BRISA America Corp.

Helping Businesses Grow & Succeed

News Release

Florida SBDC at the University of Central Florida

January 6, 2025

FOR IMMEDIATE RELEASE

Contact: Hal Thayer, Communications Director, FSBDC at UCF, 407.420.4850 or hthayer@ucf.edu

Small Business Excellence Awards Nominees Announced by Florida SBDC at UCF

*Outstanding Central Florida Small Businesses Recognized for
Exceptional Performance and Growth. Start Ups to Watch also to be Named.*





Florida SBDC at UCF - Osceola County Business Seminars

Helping Businesses Grow & Succeed

Lenders Panel for Osceola Businesses



March 2025

Attention Osceola business owners! Join us for an insightful , in-person event where you can network with a diverse range of lenders ready to support your expansion plans and working capital needs. Experienced lenders will demystify funding options, loan criteria, common challenges, and required documents. Plus, you'll have the chance to connect with lenders after the panel discussion to fine-tune your funding approach! Don't miss out on this chance to boost your business journey. Secure your spot now and take a step closer to achieving your goals.

Register today!

When: Thursday, March 27th from 2 to 4pm

Where: UCF Business Incubator - Kissimmee
W Emmet St., Kissimmee, FL. 34741

Telephone: 407-847-2452

Cost: No Cost



Online Registration: <https://bit.ly/3D3pkSc>

Parents Note: We ask you please not to bring children to the workshops or Information sessions who can be a distraction to others. Your cooperation can help us serve you more effectively.



Florida SBDC at UCF - Osceola County
1425 East Vine Street
Kissimmee, FL 34744
407.847.2452
www.sbdcorlando.com/osceolacounty

State Designated as Florida's Principal Provider of Business Assistance [288.001, Fla. Stat.]

Dates and times are subject to change

The FSBD at UCF - Osceola County is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Department of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals. Reasonable accommodation requests for individuals with disabilities and/or limited English proficiency will be made if requested at least two weeks in advance. To request accommodation or language assistance, please contact the FSBD at 407.847.2452.



Helping Businesses Grow & Succeed



GROWTH XChange

Growing Businesses to the Next Level

INTERESTED?

FSBDC at UCF - Osceola County office is now accepting client applications for the 2025 GROWTH XChange program.

Limited space is available! Apply online at: sbdcorlando.com/osceola/growth-xchange

To request an application, contact us at 407.847.2452 or e-mail the GROWTH XChange program manager. Note: \$175 non-refundable, administrative fee will be due upon acceptance to the program.

For questions, please contact:

Rafael E. M. Pratts
Program Manager
FSBDC at UCF - Osceola County
1425 E. Vine Street
Kissimmee, FL 34744
407.847.2452
rpratts@ucf.edu

Connecting Executives

Designed specifically for second-stage companies, GROWTH XChange offers a confidential setting for businesses to discuss vital business issues, opportunities and trends with a group of peers.

Cultivating Leaders

GROWTH XChange presents businesses with the opportunity to broaden their business perspective and gain new knowledge by engaging in collaborative thinking and problem-solving – giving them the ability to more effectively lead their companies.

How It Works

A group of no more than 15 businesses are selected to form a group. Under the guidance of a trained facilitator, the group meets for two and a half hours at breakfast, at least ten times per calendar year. Qualifications for the program include:

- ★ Must be the owner, chief executive officer, president or top-level officer of the company.
- ★ Company has generated \$250,000 to \$1 million in annual sales revenue.
- ★ Company has a goal of growth.
- ★ Willingness to consistently attend and participate in the program for one year.
- ★ Willingness to maintain confidentiality.
- ★ Willingness to listen, learn and network.



Hosted by



UNIVERSITY OF
CENTRAL FLORIDA

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State Designated as Florida's Principal Provider
of Business Assistance (288.001, Fla. Stat.)



Helping Businesses
Grow & Succeed

Sunbeam Mental Care

Entrepreneurs and small business owners often encounter a formidable sense of isolation that can stem from starting and leading a company. Whether as a start-up or while navigating through difficult times, too many try to handle everything alone thinking that they have no other choice if they are to realize their dreams and build the business they envision. For Stephanie Cruz, founder and owner of Sunbeam Mental Care, challenges were mounting in her behavior health, counseling, and consulting company but she found the guidance and support that she needed at the Florida Small Business Development Center at the University of Central Florida (FSBDC at UCF) office in Osceola County, FL.

Sunbeam Mental Care distinguishes itself by its unwavering attention to providing a 'sunbeam' of hope in the form of the highest and best possible quality care and service. "We really care about people, and we really care about serving the community," explains Stephanie Cruz, "but most of all we care about focusing on achieving the individual goals of the children, adolescents and adults, as well as couples and families, that we support and treat."

"Originally I sought assistance through the FSBDC because my strengths are all in counseling and therapy," Cruz recalls. "I have a lot of knowledge and training on the clinical side, about how to work with and help clients. But the business side was where I really needed support. I was in a desperate moment about how to do things right for the growth and stability of the business. That's when I reached out to the FSBDC and had the opportunity to participate in their amazing programs."

"When I started the process of getting help through the FSBDC," Cruz shares today, "I had a lot of support through my FSBDC consultant Rafael Pratts. He provided so many resources, so many ideas, so many options about how to do things better. It was really, really helpful and was not just business support but also human support that I needed at that time."

Cruz admits that Sunbeam Mental Care was struggling when she first approached the FSBDC at UCF for its advice and consultation. Pratts assisted in mapping out a strategy for performing a successful turnaround by working with Cruz to develop a business and marketing plan, including methods for managing people, boosting morale, building a budget, and uncovering ways to save money. The results have been powerful; since beginning with the FSBDC, Cruz has hired 12 new employees, won a working capital business grant from the City of St. Cloud, and is growing once again.

The FSBDC's support didn't end there. Cruz currently participates in the FSBDC at UCF Osceola County's GROWTH XChange which presents top executives with the opportunity to broaden their business perspective and gain new knowledge by engaging in collaborative thinking and problem-solving – giving them the ability to more effectively lead their companies.

"The Growth XChange has been a really, really good experience," affirms Cruz, "learning from other people about their journey and their challenges and how they have been able to overcome them. It gives you the sense that you're not the only one going through the struggles of business ownership. I have to confess that I felt lonely at times as a business owner even though I had a very good team. All of the pressures and all of the responsibility are on you. I'm really grateful that Rafael launched this initiative because the Growth XChange has been so encouraging and has given me the motivation to keep focused and keep building my business."

For information about Sunbeam Mental Care, please visit www.sunbeammc.com.

Providing the tools, strategies, and expertise to help Florida's business community thrive.

State Designated as Florida's Principal Provider of Business Assistance [288.001, Fla. Stat.]

The Florida SBDC at UCF is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Defense Logistics Agency, State of Florida, and other private and public partners, with the University of West Florida serving as thenetwork's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals.

Visit us online or contact the center nearest you and get started on your path to success today. → www.sbdcorlando.com/osceolacounty



Stephanie Cruz

"When I started the process of getting help through the FSBDC, I had a lot of support through my FSBDC consultant Rafael Pratts. He provided so many resources, so many ideas, so many options about how to do things better. It was really, really helpful and was not just business support but also human support that I needed at that time."



Florida SBDC at UCF 2024 ECONOMIC IMPACT

Our Impact

\$564.3M Sales¹

generated
by Florida SBDC at UCF

\$70.9M Taxes¹

generated
by Florida SBDC at UCF

2,855 Jobs¹

impacted
by Florida SBDC at UCF

\$161.1M Gov't Contracts

acquired
by Florida SBDC at UCF

\$57.2M Capital

accessed
by Florida SBDC at UCF

142 New Businesses

created with assistance from
Florida SBDC at UCF

1. Based on the 2023 Economic Impact analysis completed by Dr. Jerry Parrish. Data recent as of April 2025.

Your Small Business Resource

Florida SBDCs help you help your
small business constituents.

The Florida SBDC at UCF serves the following counties:
Brevard, Flagler, Lake, Orange, Osceola, Seminole, Sumter,
and Volusia counties

Florida SBDC at UCF | (407) 420-4850 | sbdcorlando.com

Our Clients

All metrics are reported by clients through our SBDC and APEX programs unless otherwise noted.

2,277

Existing & Aspiring Business
Owners Consulted

17,811

consulting hours delivered

\$129.9M

revenue increase

13,152

employees supported

AVERAGE U.S. BUSINESS
JOB GROWTH

→ **3.4%**

AVERAGE SBDC CLIENT
JOB GROWTH

→ **14%**

Learn more about our
impact statewide, regionally
& in your district



FSBDC at UCF – Osceola County

Impact

Services Provided	Fiscal Year (YTD) 2024-25 (October – September)
Businesses Served	175
Consulting Hours	795
Number of Sessions	428
Training Events (Seminars/Webinars) Hosted by Florida SBDC at UCF	77
New Business Created	13
Number of Jobs Created/Retained	110
Capital Count Transactions	35
Capital Formation	\$420,021
Government Contracts	\$13,190,000
Sales Increase	\$4,087,813

Award Recognition

The Florida SBDC Region of the Year Award was presented to the Florida SBDC at the University of Central Florida for their high-impact consulting and specialty programs. In 2024, the region delivered 17,811 consulting hours to more than 2,200 clients. As a result, the region helped clients start 142 businesses, access over \$57 million in capital, and obtain more than \$161 million in government contracts.



Community Outreach

2024-25 YTD

- ❖ **Business Resource Showcase, City of Kissimmee**
- ❖ **Spring Into Business with Smarter AI-Driven Strategies, City of Kissimmee**
- ❖ **Grow Osceola Business Series hosted by the UCF Business Incubation Program – Kissimmee**
- ❖ **3rd Annual Vendor Opportunity Fair, School District of Osceola County, FL.**
- ❖ **2025 Osceola Entrepreneurship Competition, NFTE**

FSBDC at UCF – Osceola County Success Story: GAVASHA Inc. “Client Testimonial”





Helping Businesses Grow & Succeed

Q & A

Thank You for Your Continued Support!



ITEM 8.C

UCF Business Incubator Program Annual Update and Funding Agreement for FY 2025-2026

Request

Approval of Contract #20250374 with the University of Central Florida (UCF) for the Business Incubator Program FY 2025-2026.

Explanation

The University of Central Florida Business Incubation Program is a community partnership between the University of Central Florida, Orange, Osceola, Seminole, and Volusia County, as well as the Cities of Kissimmee, Apopka and Orlando. This partnership is specifically designed to assist businesses in creating and sustaining jobs in the community. The job growth spurs economic growth throughout Central Florida, increasing high-paying jobs and wages, and increasing capital. The Business Incubation Program (BIP) has been active for over 15 years, increasing visibility for their businesses through website design and marketing education programs.

A representative from the UCF Incubator program will provide the annual update presentation to the City Commission.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00122103 503434		Decrease		150,000

Financial Summary:

Funding for this program is allocated in "other contract services"

Recommendation

Approval of the UCF Business Incubator Program Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: David Rodriguez

Attachment(s):

1. UCF Business Incubator Report CC sep25
2. (S) UCF Business Incubator Agreement 2025-2026

City of Kissimmee



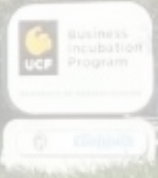
UCF Business Incubation Program

Smarter –Faster – Growth

UCF Business Incubator – Kissimmee

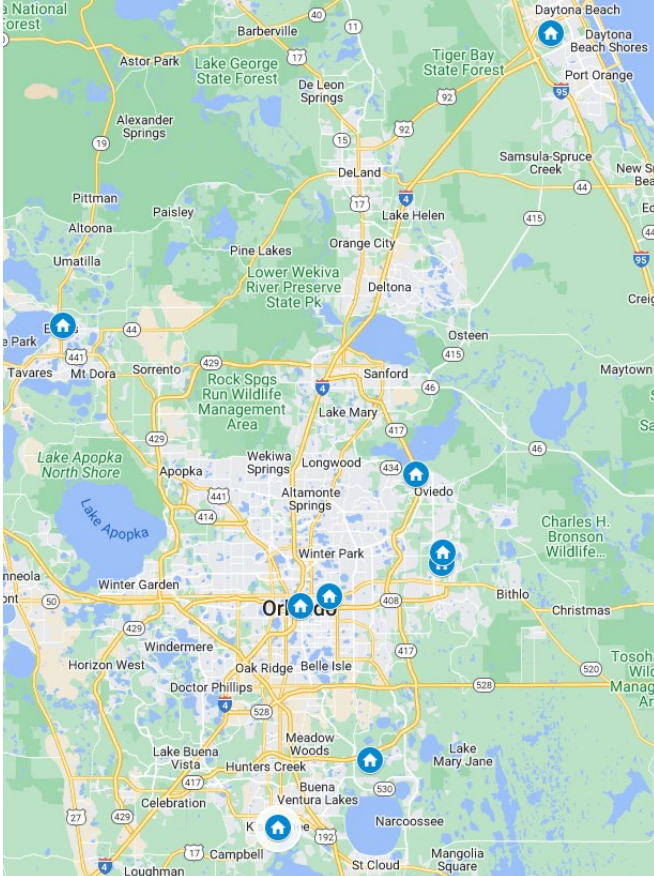
City of Kissimmee Commission

Tuesday, September 16, 2025



MISSION

Providing the tools, training and
infrastructure to facilitate smarter, faster
growth for early stage
Scalable Technology Innovation Companies



CURRENT CLIENTS



American Instruments
Medical Device Manufacturing



Marketing Intelligence Platform



Custom Software Development



*Patent-Pending
Bathymetric Drone*



*Performance through People
(P + P) Solution*



*Sustainable Merchandising Solutions
for Consumer Brands*



On-Demand Medical Staffing Solution



*Connected Worker Safety &
IOT Enterprise Solution*



Cybersecurity Data Management Solutions



EdTech

- 12 Current Clients
- 11 Onsite; 1 Offsite; 1 vacant office
- 6 Traditional Soft Landings; 4 Relocated Soft Landings
- Current Jobs Created/Sustained: ~45
- 1:1 Coaching Hours YTD: ~200

CLIENTS IN TRANSITION

 Graduating September 2025 



NEW New Client
September 2025

NEW New Clients October 2025





GRADUATE CLIENTS



KISSINC EVENTS 2025 YTD

- **Small Business Workshops**
 - ***Grow Osceola Business Series:***
 - *January: Business Growth Goals Workshop*
 - *February: Top Tax Mistakes to Avoid*
 - *March: Workforce 2025*
 - *April: The Art of the Pivot Panel*
 - *May: AI + EI*
 - *June: Cybersecurity*
 - *August: Is Your CRM a Growth Machine*
- **Tech Community Networking Events**
 - ***Open House & Client Expo***
 - ***OsceolaNeovates*** (with Plug and Play)



COMMUNITY ENGAGEMENT 2025 YTD

- **HOSTED:**
 - HAPBWA Workshops (Quarterly)
 - Kissimmee Leads Group - Independent (Weekly)
 - Osceola Chamber Downtown Kissimmee Leads Group (Weekly)
 - SBDC Specialty Series (Quarterly)
 - UCF Center for Nonprofit Management –
Osceola County Capacity Building Training Series (Monthly)
 - Business Alliance Connection
 - Congressman Soto Awards Ceremony
 - Osceola School District Pitch Competition
 - Veterans Entrepreneurship Initiative Networking Event



OUTLOOK

- ***Grow Osceola Business Series:***
 - *September: Sales Automation*
 - *October: TBD*
 - *November: TBD*
 - *December: TBD*
- ***OsceolaNeovates*** (with Plug and Play) – November 6
- ***Open House & Client Expo*** – November 18
- ***New Seminar Series: OsceolaEdge***
- ***City of Kissimmee Business Boost 2.0 – Oct '25 – Dec '26***
 - *6-month GrowthWheel Coaching Program x 2*



Thank you for your support!

UCF Business Incubator – Kissimmee

Esther.Vargas@ucf.edu

Valentina.BastidasSalazar@ucf.edu

Rafael.Caamano@ucf.edu

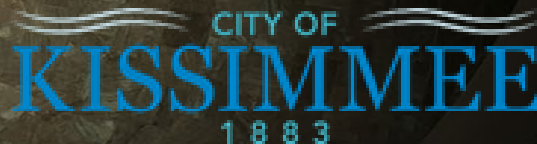
Rob.Panepinto@ucf.edu

Web: www.incubator.ucf.edu/Kissimmee-incubator

Twitter: <https://twitter.com/UCFBIP>

LinkedIn: <https://tinyurl.com/59vkcw88>

Facebook: <https://facebook.com/UCFBIP>



INTERLOCAL AGREEMENT BY AND AMONG
THE CITY OF KISSIMMEE, FLORIDA,
OSCEOLA COUNTY FLORIDA and
THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
RELATING TO THE UCF INCUBATOR
FISCAL YEAR 2025-26

THIS AGREEMENT is made this 1st day of October 2025, by and between, the City of Kissimmee, a Florida municipal corporation, (hereinafter referred to as “City”), Osceola County, a political subdivision of the State of Florida, (hereinafter referred to as “County”), collectively referred to as the “Local Governments”, and the University of Central Florida Research Foundation, Inc., a 501(c)(3) Not For Profit Corporation (hereinafter referred to as “UCFRF”) and a direct support organization and instrumentality of the University of Central Florida Board of Trustees (hereinafter referred to as “UCF”), and each Party to this Agreement represent as follows:

WITNESSETH

WHEREAS, Chapter 166.021, Florida Statutes, authorizes the City to exercise any power for municipal purposes, except when expressly prohibited by law or constitution; and

WHEREAS, Chapter 125.045, Florida Statutes, authorizes the County to conduct economic development; and

WHEREAS, Chapter 163.01, Florida Statutes, authorizes local governments to enter into Interlocal Agreements for the mutual benefit of regional governmental entities or divisions thereof; and

WHEREAS, the Local Governments find that it is in the best interest of its residents and the local economy to invest in programs and projects, both public and private, which introduces new business and industry that diversifies the economy, advance research and technology, and creates new employment and higher wage opportunities for our residents; and

WHEREAS, the UCF Business Incubation Program (UCFBIP) has provided vital business development resources resulting in over 450 local startup companies reaching their potential faster and graduating into the community where they continue to grow and positively impact the local economy. In 2023, current incubator clients supported over 1,200 employees and generated over \$170M in revenue. Twenty-one companies graduated from the program and remained in the local community.

WHEREAS, since the opening of UCFBIP, UCF and UCFRF have partnered with local governments in Orange, Osceola, Seminole, and other counties and municipalities across the state to create additional businesses and technology incubator facilities in the Central Florida region; and

WHEREAS, the Local Governments wish to provide certain funding to UCFRF, in

accordance with this Agreement, for purpose of continuing operation of the developed general business incubator (hereinafter referred to as "Project"), located within the City of Kissimmee, and UCFRF wishes to accept said funding and work with the Local Governments by providing the management, operation, recruitment, publicity, as well as other services relating to the Project; and

WHEREAS, the Local Governments have determined that it shall serve the public interest and economic advantage of all Parties to enter into an Interlocal Agreement for the Project as same is a powerful economic development engine designed to accelerate growth and promote the success of entrepreneurial companies through business support resources, services developed by the incubator management and through a network of contacts. Companies utilizing the resources and services of the Project have the potential to create jobs and economic improvement for the community, develop and commercialize new technologies, and strengthen the local and regional economies; and

NOW THEREFORE, in consideration of the terms, conditions, provisions and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Agreement is to provide continued funding to UCFRF to operate a general business incubator in Osceola County and to memorialize the Parties' respective duties and responsibilities.

Section 3. Term. The term of this Agreement shall be for one (1) year beginning on October 1, 2025, and ending on September 30, 2026. Any Party may terminate the Agreement effective at the end of each year by delivering written notice to the other Parties at least 30 days prior to the end of the year.

Section 4. Description of the Project. The Project will be a general business incubator with emphasis on local and regional targeted industries. UCFRF will operate the incubator, provide management, technical assistance and coaching and mentoring services to businesses. It will provide office space, meeting rooms, shared equipment, and basic technology support. It will advertise and market the incubator to attract early stage and aspiring entrepreneurs, with a focus on scalable technology innovations and emphasis on microelectronics, semiconductors, aviation tech and medical industries all with a goal of retaining at least ten (10) incubator client companies at any single time. The goal of this Project is to produce healthy firms and successful businesses that are no longer dependent on the services of the incubator, and which graduate from the Project financially viable, freestanding, and having created new jobs. The facility in which the Project is housed shall be named the UCF Business Incubator-Kissimmee.

Section 5. Covenant of UCFRF. UCFRF covenants and agrees it shall:

- A). Occupy the County owned building for a term of one (1) year, approximately 11,700 square feet of space located at 400 Emmett Street, Kissimmee. The lease space includes office

space, common meetings/conference rooms, shared common areas for equipment, kitchen/breakroom, and other support spaces, as necessary.

B). Retain one full-time professional incubator manager and one full-time administrative assistant. These individuals shall be UCF employees and will be subject to UCF and UCFRF policies and procedures.

C). UCFRF will submit quarterly reports to the County and the City no more than thirty (30) days following the end of each quarter until this Agreement is terminated. Within this report, the UCFRF must show the amount of tenant space leased, the types of businesses present, the number of jobs created the number of workshops held, and other mutually agreed upon metrics that track project performance.

Section 6. Covenant of City. The City covenants and agrees it shall:

A). The City shall pay One Hundred Fifty Thousand Dollars (\$150,000.00), at the start of this Agreement.

B). The City's performance and obligation to pay under this Agreement for fiscal year 2025-26 are contingent upon a specific appropriation by the City Commission. UCFRF acknowledges that this Agreement is not a commitment of future appropriations. Failure by the City to annually appropriate funds specified herein shall be considered timely notice of termination pursuant to Section 3.

Section 7. Covenant of the County. The County covenants and agrees to the following terms governing Project funding provided by the County: The maximum funding provided by the County for the entire term of this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00). Said funding shall be used solely for expenses incurred for the staffing and operations which are directly related to the Project Facility. Disbursement of the funding shall be as follows:

A). The County shall pay Sixty Thousand Dollars (\$60,000.00) at the start of this agreement.

B). The County's performance and obligation to pay under this Agreement for fiscal year 2025-2026 are contingent upon a specific appropriation by the Board of County Commissioners. UCFRF acknowledges that this Agreement is not a commitment of future appropriations. Failure by the County to annually appropriate funds specified herein shall be considered timely notice of termination pursuant to Section 3.

C) UCFRF will continue to lease the County-owned property located at 400 Emmett St. in Kissimmee in accordance with the terms of the lease agreement executed on September 16, 2019. Per Section 3.03(a) the term of the lease is to be extended without further action of the Parties to match the term of any renewal or extension of the Interlocal Funding Agreement.

D). In the event the County issues a purchase order, memorandum, letter or any other instrument addressing the services, work and funding to be provided and preformed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter or other instrument is for the County's internal purposes only, and any and all terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement, and shall have no force or effect thereon.

Section 8. Press Releases. The Parties agree to notify each Party of any press or publicity, regarding the subject matter of this Agreement. Any press releases or known media exposure should be forwarded to the person designated in the notices.

Section 9. Accounting, Inspection and Auditing Requirements. UCFRF agrees to maintain accurate accounting information and financial records regarding the Project in conformity with generally accepted accounting principles. The Local Governments shall have the right, at its own expense, and upon reasonable notice to conduct an audit of records and accounting procedure during normal business hours at the office of UCFRF where said records are stored. The records shall be retained by UCFRF for a period of three (3) years after the termination or completion of this Agreement or until a full audit is completed, whichever comes first. The Local Governments shall retain the right to audit the records during the three (3) year retention period. The Local Governments shall also retain the right to conduct during normal business hours an audit, at its own expense and upon reasonable notice, within sixty (60) days of the effective date of this Agreement to determine whether UCFRF has the ability to fulfill its contractual obligations to the satisfaction of any Local Government. Each Local Government has the right to terminate this Agreement based upon the findings in its audit without regard to any notice requirement for termination. No later than thirty (30) days prior to the first year of operation anniversary date and each year's anniversary date thereafter, UCFRF shall submit to the Local Governments a financial statement for the Project and its operation for the current year. Said financial statement shall contain a report specific to the use of each Local Government's funding.

Section 10. Project Records Requirements. UCFRF agrees to maintain accurate project information and incubator records regarding the Incubatee's participation in the Project. Such records include the name of the business, the type of business, graduate business, exit business (exit without graduation) and such other relevant information to examine the success of the incubator.

Section 11. Incubator Advisory Board. The City, County and UCFRF shall establish a Project Advisory Board ("Board") for the purpose of reviewing operations and funding to assist and help create a working synergy between the Facility and existing local business and industry, and to provide general support to the Project Staff. The Board shall be comprised of two (2) members appointed by the City, two (2) members appointed by the County, and two (2) members appointed by UCFRF. Rules and procedures for the Board shall be established by the Board, as soon as practical and as deemed necessary, after the Board's first meeting. The Board shall meet as frequently as is required to accomplish the purposes contained herein; however, not less than

two (2) times per year. In addition, UCFRF shall allow one (1) member appointed by the City be a part of the UCFRF Incubation Program Advisory Board which oversees all of the incubators operated by UCFRF, when said Advisory Board is active.

Section 12. Assumption of Risk. All persons employed to perform hereunder on behalf of UCFRF are employees of UCF. To the extent permitted by law and without waiving any sovereign immunity it may enjoy, UCFRF and UCF assume any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCFRF and UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCFRF and/or UCF. To the extent permitted by law and without waiving any sovereign immunity it may enjoy, the City assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the City's officers, employees, servants and agents or other persons acting or engaged to act by the City in furtherance of the obligations of the City under this Agreement, not inconsistent with Florida law.

To the extent permitted by law and without waiving any sovereign immunity it may enjoy, the County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the County's officers, employees, servants and agents, or other persons engaged to act by the County in furtherance of obligations of the County under this Agreement.

Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 13. Insurance. UCFRF shall maintain general liability insurance as is customary and usual for facilities similar in nature to the Project Facility. The Local Governments acknowledge that UCF is self-funded for liability for both public and property. UCFRF shall also provide the Local Governments certificates of insurance and a written verification of all insurance covering the Project Facility, upon Local Governments request.

Section 14. Force Majeure. In the event UCFRF or the Local Governments fail to satisfy a requirement of this Agreement in a timely manner due to a hurricane, flood, tornado, a war, terrorist act, major upheaval or other acts of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect, to the extent such performance is practicable after such event.

Section 15. Default. If any party is found by any other to be in default of any terms of provisions of this Agreement, the Party or Parties not in default must notify the Party in default in writing. Said default shall be remedied or brought into compliance by the Party in default within thirty (30) days receipt of the notice. In the event the defaulting party fails to timely correct or remedy the event of the default, unless the time to cure period is extended in writing by the Parties,

the non-defaulting party may declare the Agreement in default and pursue any remedy available by law or equity against the defaulting Party. Each Party waives the right to dispute resolution pursuant to Chapter 164, Florida Statutes.

Section 16. Compliance with Laws and Regulations. In performing under this Agreement, the Parties shall abide by all applicable laws, statutes, ordinances, rules, and regulations pertaining to, or regulation the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement. UCFRF, at its sole expense, shall obtain all required Federal, State, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

Section 17. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third Party not a formal Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

Section 18. Assignment. This Agreement. and the rights and privileges established by it shall not be assigned or transferred in whole or in part by any Party without the advanced written consent of all other Parties. which consent may be granted or withheld in any Party's sole discretion, and any attempted assignment or transfer without the consent of all other Parties shall be null, void and of no legal effect.

Section 19. Modification of Agreement. Any waiver, alteration, or modification of any part of provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by all Parties.

Section 20. Applicable Law, Venue and Waiver of Jury Trial. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Venue of all actions shall be Osceola County, Florida. Each Party waives the right to a jury trial.

Section 21. Time. Time of the essence in this Agreement and this provision shall apply to all terms and conditions contained herein.

Section 22. Notices. Whenever either Party desires to give notice to the other, notice may be sent to:

City of Kissimmee
Attn: City Manager
101 Church Street
Kissimmee, FL 34741

University of Central Florida Research Foundation, Inc.
Attn: Amanda Coveney
12201 Research Parkway, Ste. 501
Orlando, FL 32826-3246

Osceola County
Attn: Osceola County Manager
I Courthouse Square, Suite 4700
Kissimmee, FL 34741

Either Party may change by written notice as provided herein, the addresses or persons for receipt of notices. All notices and other communications given pursuant to this Agreement to be served, given, or delivered upon either Party shall be in writing and shall be sent by registered mail, or return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same).

Section 23. Public Records

Local Governments acknowledges that UCFRF is a direct support organization of UCF, and accordingly, acknowledge UCFRF's exemption to section 119, Florida Statutes, as provided under section 1004, Florida Statutes. If UCFRF will act on behalf of the Local Governments as a "contractor", as provided under section 119.0701, Florida Statutes, then UCFRF, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall to the extent permitted by law:

1. Keep and maintain public records required by the Local Governments to perform the service.
2. Upon request from the Local Government's custodian of public records, provide the Local Government 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 provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the UCFRF does not transfer the records to the Local Government.
4. Upon completion of the contract, transfer, at no cost, to the Local Government all public records

in possession of the UCFRF or keep and maintain public records required by the Local Government to perform the service. If the UCFRF transfers all public records to the Local Government upon completion of the contract, the UCFRF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the UCFRF keeps and maintains public records upon completion of the contract, the UCFRF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Local Government, upon request from the Local Government's custodian of public records, in a format that is compatible with the information technology systems of the Local Government.

5. If the UCFRF acts as a "contractor", as provided under section 119.0701, and if the UCFRF does not comply with a public records request, the Local Governments shall enforce the contract provisions in accordance with the contract.

Section 24. No Partnership. Nothing in this Agreement shall be construed to establish an agency, partnership or joint venture relationship between the Local Governments and UCFRF or UCF, nor any employer/employee relationship with any Incubatee. In addition, it is agreed by the parties hereto that, at all times and for all purpose within the scope of this Agreement, UCFRF and UCF are independent of the Local Governments, and UCFRF and UCF, and their employees, subcontractors, representatives and the like, shall not be entitled to any of the rights, privileges or benefits of an employee of any of the Local Governments.

Section 25. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 26. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable or otherwise contrary to the purpose and intent of this Agreement.

Section 27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 28. Construction of Agreement. This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

Section 29. No Public Rights Created. Nothing herein shall create or be construed to be created any rights in and/or for the benefit of the general public, except as may be expressly permitted by Grantee.

Section 30. Entire Agreement. This Agreement constitutes the entire Agreement between the

Parties and supersedes all previous discussions, understandings and Agreements between the Parties relating to the subject matter of this Agreement.

Section 31. Waiver. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition or right of election, but same shall remain in full force and effect.

Section 32. Conflict of Interest. UCFRF certifies that it and UCF have not employed or retained any company or person, other than a bona fide employee working solely for UCFRF or UCF, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the Local Governments shall have the right to terminate this Agreement immediately without liability and without regard to the notice requirements of Section 22 hereof.

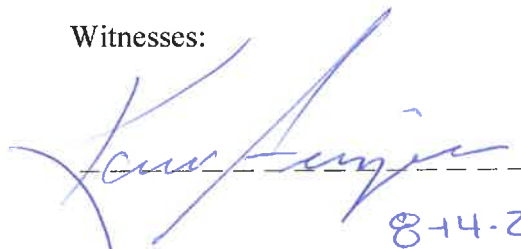
Section 33. Equal Opportunity Employer. UCF is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. UCFRF will further ensure that all individuals, corporations, or other entities it utilizes for the Project will comply with all equal opportunity employment laws.

Section 34. Bankruptcy or Insolvency. If UCFRF shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of UCFRF shall be appointed in any proceeding brought by or against UCFRF, or if UCFRF shall make an assignment for the benefits of creditors, or proceedings shall be commenced on or against UCFRF's operations of the premises, the Local Governments may terminate this Agreement immediately.

Section 35. Other Funding Sources. Nothing contained in this Agreement herein shall prevent the City, County or UCFRF from seeking funding from other sources for purposes to include, but not to be limited to, expanding the Project, offsetting operating costs, the purchase of tangible assets or other available funding to offset funding already committed or issued by the City or County.

In Witness Whereof the Parties have executed this Agreement for the purposes herein expressed the day and year first written above.

Witnesses:


8-14-25.

Karen Avazian

Printed Name



Peter Catalano

Printed Name

Witnesses:

Printed Name

Printed Name

UCF Research Foundation, Inc.

Amy 8/14/2025

Amanda Coveney, Associate Director

ATTEST:

City of Kissimmee, Florida

ATTEST:

Approved as to form and Legality

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

By: _____
Clerk/Deputy Clerk of the Board

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

ITEM 8.D

Advisory Board Vacancy: Affordable Housing Advisory Committee

Request

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

Explanation

Affordable Housing Advisory Committee Member, Scott Culp has notified the City that he no longer wishes to continue serving on the board and must resign. The new appointee will serve a three-year term. This vacancy requires the candidate to be one of the following:

- A citizen who resides within the jurisdiction of the local governing body making the appointment.
- A citizen who is actively engaged in the banking or mortgage industry connected with affordable housing
- A citizen who is a representative of those areas of labor actively engaged in home building connected with affordable housing
- A citizen who represents essential services personnel as defined in the local housing assistance plan

Attached are the pre-approved applications for commission consideration.

Recommendation

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. AHAC Applicant - John Rivera (Banking Lender)
2. AHAC Applicant - Shawn Tan (Banking Lender)
3. AHAC Applicant - Frances Colon (City Resident)
4. AHAC Applicant - Amber Craft (City Resident)

Advisory Board Application



Submitted on	15 July 2025, 5:21PM
Receipt number	47
Related form version	11

Applicant Information

First Name	John
Last Name	Rivera
Street Address	1809 Brockridge Road
City	Kissimmee
State	FL
Zip Code	34744
Phone	3217105626
Email	john.rivera@mottomortgage.com
Name of Employer	Motto Mortgage
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Motto Mortgage Premier Solutions (Operate, I Do Not Own)
Street Address of Business Owned/Operated by Applicant	401 Pleasant Street
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
---	---------------------------------------

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	OSCAR, Boo On Broadway, Hop On Down Town, Caribbean Festival
Please list any special skills or certifications?	20 Years License Mortgage Loan Officer 20 Years License Real Estate Agent
Please attach your resume or proof of qualification and/or licenses.	John Resume.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled

Signature



[Link to signature](#)

John Rivera

Contact

1809 Brockridge Road
Kindred, Florida 34744
321-710-5626
JohnRivera1017@gmail.com

Objective

Is to Find a job that I can excel and grow alongside my Co-Workers and Management.
Giving them the support when needed while creating a positive work environment

Education

Poinciana High School
Valecia Community College
Florida Real Estate School
Kambuck Mortgage School

Experience

January 2004 to Present
Florida Real Estate Broker FL Shark Realty

March 2008 to Present
Branch Manager/ Mortgage Loan Originator

Key Skills

Sales
Customer Service
Management
Communication
Problem-solving
Fluent In Microsoft Office
Speak Some Spanish

- Conducted daily team training sessions to enhance motivation, improve performance, and ensure alignment with company goals.
- Managed and followed up on leads to convert prospects into sales, consistently achieving or exceeding targets.
- Assisted team members in nurturing their leads, providing guidance to enhance conversion rates.
- Delivered exceptional problem-solving and customer service, ensuring high levels of client satisfaction and resolving issues promptly.

References

Available Upon Request

Leadership

Looking to be part of team to contribute and be successful

Advisory Board Application



Submitted on	14 August 2025, 3:30PM
Receipt number	102
Related form version	12

Applicant Information

First Name	Shawn
Last Name	Tan
Street Address	2211 Hillcrest Street
City	Orlando
State	Florida
Zip Code	32803
Phone	4073426761
Email	stan@ochfa.com
Name of Employer	Orange County Housing Finance Authority
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	I participated and implemented Orange County's "Housing for All initiative" to address the lack of affordable housing in the county. In addition, I also implemented various housing programs in Orange County to address the lack of affordable housing.
Please list any special skills or certifications?	I have over 25 years of experience in Federal and State housing related programs, including managing Orange County's Affordable Housing Advisory Committee for 9 years. I was the SHIP administrator for Orange County during this time and I am familiar with SHIP requirements and drafted the Local Housing Assistance Plan (LHAP) for the county.
Please attach your resume or proof of qualification and/or licenses.	Resume Kissimmee.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Asian
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled

Signature

[Link to signature](#)

Shawn Tan

Address: 9066 Stockton Court
Orlando, Florida

Phone (239) 989-5185

Summary: 25 years of experience implementing Federal and State housing related programs.

EXPERIENCE: ORANGE COUNTY BCC, ORLANDO, FLORIDA

2/2024 to Present Position Held: Director Program Operations

Duties Include:

- Manage the daily operations of the Authority.
- Administer the single family Down Payment Assistance programs.
- Coordinate the issuance of mortgage revenue bonds and multi-family tax exempt bonds.
- Monitor multi-family developments for compliance.

EXPERIENCE: ORANGE COUNTY BCC, ORLANDO, FLORIDA

3/2015 to 2/2024 Position Held: Housing Program Development Supervisor

Position Held: Housing Program Manager

Duties Include:

- Manage the county's Affordable Housing Section.
- Administer NSP, SHIP, and HOME programs, including the State of Florida Low Income Housing Tax Credit (LIHTC), SAIL, CHDO, and Down Payment Assistance Programs.
- Analyze financial statements to identify debt coverage, cash flow, and gap financing for propose housing projects.
- Evaluate and recommend sub-recipients and developers for funding.
- Review and monitor program budgets, revenue, program income, and expenditures.
- Coordinate audits with internal and external auditors, including HUD and State monitoring.
- Prepare the Local Housing Assistance Plan (LHAP) for the SHIP Program.
- Work with developers, and local leaders to create affordable housing strategies.
- Prepare and negotiate affordable housing agreements with developers and non-profit agencies.
- Draft agreements, Request for Proposals (RFP), resolutions, ordinances, and contracts with developers and agencies.
- Administer the county's surplus lot program for affordable housing

EXPERIENCE: LEE COUNTY BCC, FORT MYERS, FLORIDA

5/2009 to 3/2015 Position Held: Housing Program Manager

Duties Include:

- Plan, implement, coordinate, and supervise the Housing Section.
- Administer CDBG, HOME, NSP, SHIP, Weatherization, and various State grants.
- Monitor revenue, expenditures, program income, and budgets.
- Interpret Federal and State regulations, including 24 CFR 570 and 24 CFR 92.
- Write and implement policies and procedures for the Housing Department.
- Coordinate with internal and external auditors and monitors.

Shawn Tan

EXPERIENCE: COLLIER COUNTY BCC, NAPLES, FLORIDA

10/2007 to 5/2009 Position Held: Grants Coordinator

Duties Include:

- Prepare the annual Action Plan and CAPER for HUD.
- Manage CDBG, HOME, ESG, and Continuum of Care projects.
- Draft grant agreements to fund non-profit agencies.
- Monitor agreements for compliance with Federal and State regulations.

EXPERIENCE: COLLIER COUNTY BCC, NAPLES, FLORIDA

4/2006 to 10/2007 Position Held: Senior Accountant

Duties Include:

- Manage the accounting and reporting of CDBG, HOME, ESG, and SHIP grants.

EXPERIENCE: CITY OF PHOENIX, PHOENIX, ARIZONA

2/1999 to 3/2006 Position Held: Accountant III

5/1997 to 2/1999 Position Held: Accountant II

Duties Include:

- Manage the accounting for HUD grants, including tracking, budgeting, and reporting CDBG and HOME grants.

EXPERIENCE: WILLIAMS GATEWAY AIRPORT AUTHORITY, MESA, ARIZONA

4/1995 to 5/1997 Position Held: Accountant

Duties Include:

- General accounting for Federal grants.

EXPERIENCE: Chicanos Por La Causa, INC, PHOENIX, ARIZONA

11/1992 to 3/1995 Position Held: Accountant

Duties Include:

- General accounting for State and Federal grants.

EDUCATION: UNIVERSITY OF ARIZONA, TUCSON, ARIZONA

Bachelor of Science in Business Administration

Major in Accounting

Advisory Board Application



Submitted on	19 July 2025, 8:13PM
Receipt number	52
Related form version	11

Applicant Information

First Name	Frances
Last Name	Colon
Street Address	705 eagle pointe south
City	Kissimmee
State	Florida
Zip Code	34746
Phone	7189382739
Email	ficolon9022@gmail.com
Name of Employer	Self
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on: Affordable Housing Advisory Committee

Board of Adjustment
Historic Preservation Advisory Board
Parks & Recreation Advisory Board
Pension Board - Fire
Pension Board - General Employee
Pension Board - Police
Planning Advisory Board

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

YNCCA non profit organization providing emergency services and community resources

Please list any special skills or certifications?

BS Economics
2L law student
VP sports and entertainment law Society
Treasurer Pre law Society John Jay College
Environmental Project Leader

Please attach your resume or proof of qualification and/or licenses.

[FLC Resume.docx](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Hispanic

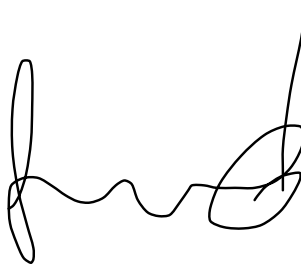
What is your gender?

Female

Are you physically disabled?

No, I am not physically disabled

Signature

A handwritten signature in black ink, appearing to be 'J. D. [unclear]', written on a white background.

[Link to signature](#)

Frances L. Colon

J.D. Candidate, Class of 2026

705 Eagle Pointe South | Kissimmee, FL 34746

Mobile: 718-938-2739 | Email: FLColon9022@gmail.com

Education**St. Thomas University School of Law, Miami, FL**

J.D. Candidate, Class of 2026 (Expected Graduation: Spring 2025)

City University of New York School of Law, Queens, NY

Transferred

- Vice President, Sports & Entertainment Law Society (Fall 2023–Present)

John Jay College of Criminal Justice, New York, NY

Bachelor of Science in Economics, May 2021

- Minor: Philosophy
- Treasurer, Pre-Law Society

Borough of Manhattan Community College (CUNY), New York, NY

Focus: Associate in science (Transferred in 2018)

- NSF Scholarship Recipient
- Microbiology Student Researcher (2017–2018), Presented Research at BMCC Annual Research Symposium, May 2018
- Phi Theta Kappa Honor Society, 2017
- National Science Foundation S-STEM Scholarship Winner, BMCC/NSF (2017–2018)

Professional Experience**Maduegbuna & Cooper LLP, New York, NY**

Legal Intern: Civil Rights & Employment Law (Sept. 2024–Nov. 2024)

- Provided legal research and drafting support for civil rights and employment law cases.
- Assisted attorneys in preparing case files, client communications, and court documents.

The Legal Aid Society – Riker’s Island Correctional Facility, New York, NY

Paralegal Specialist (2023–2024)

- Supported attorneys and clients by preparing legal documentation, maintaining confidentiality, and assisting in emergency responses.
- Advocated for clients within a correctional institution and assisted with legal proceedings.

Bronx District Attorney's Office, Bronx, NY

Trial Preparation Assistant: General Crimes Bureau (2022–2023)

- Drafted legal documents, motions, subpoenas, and coordinated discovery materials for trials and hearings.

- Managed document retrieval, property pickups, and trial preparation for criminal cases.
- **Your Network Caring Community Advocate (YNCCA)**, New York, NY
Community Advocate/Referral Specialist (2017–2022)
- Advocated for low-income communities, assisting with emergency responses, resource referrals, and client support.
- Coordinated events, managed communications, and led advocacy efforts for marginalized populations.

Volunteer Experience

- **Emergency Service Volunteer** – Natural disaster relief (Puerto Rico, New York, NY)
- **Student Researcher** – CSTEP, Borough of Manhattan CC (BMCC)
- **Environmental Project Volunteer** – NYPRIG, Borough of Manhattan CC (BMCC)

Skills

- Legal Research & Drafting
- Legal Correspondence & Case Management
- Data Entry & Analytical Research
- Client Advocacy & Confidentiality Management
- STEM Research & Analytical Skills
- Proficient in Legal Software & Technology
- Leadership & Supervisory Experience

References Upon Request

Advisory Board Application



Submitted on	28 July 2025, 3:49PM
Receipt number	57
Related form version	12

Applicant Information

First Name	Amber
Last Name	Craft
Street Address	1110 Brack St
City	Kissimmee
State	FL
Zip Code	34744
Phone	9413483898
Email	amberlanecraft@gmail.com
Name of Employer	Stadia Church Planting
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Stadia Church Planting
Work Address	1110 Brack Street
Type of Business	Non-profit; I work from home, which is within city limits.
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Civilian Police Oversight Board
Why do you want serve on the Civilian Police Oversight Board?	Civilian oversight plays a vital role in bridging the gap between citizens and the police, providing an impartial lens to review policies, practices, and complaints. I want to contribute to a system where both the community and law enforcement feel heard, respected, and protected. My background in operations and my experience leading teams has taught me how to listen carefully, weigh complex information, and make fair, thoughtful decisions. I bring a strong sense of integrity, accountability, and a commitment to upholding high standards—qualities that align well with the board's mission. Ultimately, I want to help create a culture where law enforcement feels supported in doing their best work, and citizens feel confident that their concerns are being taken seriously. Serving on this board is one way I can help build that trust and strengthen the fabric of our community.
Why do you think you are a good fit for the Civilian Police Oversight Board?	I believe I'd be a great fit for the civilian police oversight board because I bring a mix of clear thinking, integrity, and a strong sense of fairness. In my role as Vice President of Operations, I deal with complex situations, bring people with different perspectives to the table, and work hard to make sure decisions are fair and transparent. I care about accountability and I'm comfortable asking honest, sometimes tough questions when they're needed. I'm also someone who listens closely, considers different viewpoints, and tries to find solutions that are both practical and fair. Most of all, I want to help strengthen trust between the community and law enforcement, and I see serving on this board as a meaningful way to do that.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	City of Kissimmee School of Government class of 2024, City of Kissimmee Historic Preservation Board, Kissimmee Fellowship administration and production volunteer
Please list any special skills or certifications?	Project Management Professional (PMP), Society for Human Resources Management (SHRM)
Please attach your resume or proof of qualification and/or licenses.	Resume-ACraft.pdf.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	

Amba

[Link to signature](#)

EXECUTIVE SUMMARY

A creative and results-oriented communicator, problem solver, and project manager who adapts quickly, leads by example, and loves Oxford commas. A quick-witted team player with experience coordinating teams and events, thinking critically and strategically, fundraising for non-profits, and managing data with integrity.

PROFESSIONAL EXPERIENCE

Stadia Church Planting

Oct. 2019-Present

- Chief Financial Officer
- Director of Culture & Team Development
- Culture & Team Development Manager
- Project Bookkeeper

Catalyzed and supported the team to fulfill Stadia's mission by fostering a work environment in which team members were equipped and empowered to succeed.

- Prepared and administered payroll and benefits for 70 team members and 16 churches
- Assisted with project development and implementation
- Managed appointment calendar for VP of Culture & Team Development
- Onboarded employees to payroll, benefits, and internal systems.
- Created & sent marketing emails to database of 100,000+

Urban Loft Publishers

Jan. 2016-Present

- Co-owner
- Typesetter
- Graphic Designer

Prepared books for print, maintained website and social media platforms, launched *International Journal of Urban Transformation* (IJUT).

- Typeset and designed covers for books including Amazon bestseller, *The Bees of Rainbow Falls*, by Preston Poutaux
- Designed and launched company website
- Directed graphic design team of 3 on IJUT
- Managed Facebook, Instagram, and Twitter accounts

Johnson University

Aug. 2014-Sept. 2019

- Young Alumni Coordinator
- Advancement Office Manager
- Advancement Administrative Assistant

Wrote and edited copy for major University publications, created content for and managed all social media accounts, photographed events and campus life, processed and receipted all monetary gifts, maintained relationships with the University's young alumni, planned major events, and supervised student workers.

- Served as copywriter, photographer, and copy editor for the Johnson magazine; created all Florida-specific content
- Planned major events (including alumni gatherings, concerts, and a cruise) that brought in hundreds of thousands of dollars in financial commitments to the University
- Launched and spearheaded the University's Young Alumni Society
- Supervised 5 student workers

Lake Aurora Christian Camp

Jun. 2009-Oct. 2014

- Hospitality Coordinator

Served as liaison between camp staff and guests, supporting campus needs as they arose (lifeguarding, meal prep, housing management, activity coordinating).

- Supervised more than 150 staff members
- Created daily schedules for campers and staff
- Trained and supervised students in leadership training programs

EDUCATION

B.A. in Humanities & Biblical Studies

Johnson University Florida

Certificate in Diversity, Equity, and Inclusion (DEI) in the Workplace

University of South Florida

RECOGNITION

- Stadia "Urgency" Value Award
- International Women's Day Art Contest Finalist
- Humanities Award Recipient

SKILLS

Salesforce Marketing Cloud

QuickBooks Online

Microsoft Office Suite

Adobe Creative Suite

Box.com

Communication

Project Management

Social Media Marketing

Organization

Leadership

Event Planning

Attention to detail

TRAINING

City of Kissimmee: School of Government, 2024

QuickBooks Online: Certified ProAdvisor, 2019, 2021

Salesforce Marketing Cloud: Marketing Email Cohort, 2020

Salesforce: Reports & Data Specialist Superbadge, 2020

Hootsuite: Social Marketing Certification, 2017

Raiser's Edge: Software Training, 2016

ITEM 8.E

(DKCRA) Kissimmee Main Street Funding Agreement for FY 2025-2026

Request

Approval of the Kissimmee Main Street Funding Agreement (Contract #20240495) for Fiscal Year 2025-2026.

Explanation

The City of Kissimmee has been a longtime supporter of the Kissimmee Main Street Program, a 501(c)(3) organization, and its contributions to the vitality of Downtown Kissimmee. Since 2008, through a Service Agreement with the City of Kissimmee and the Downtown Kissimmee Community Redevelopment Agency (DKCRA), Kissimmee Main Street has provided business development and retention services, supporting and furthering small business development in Downtown Kissimmee. Kissimmee Main Street has been a vital business resource partner by:

- Promoting Downtown Kissimmee and attracting new businesses to available properties.
- Assisting new businesses with navigating local and state ordinances and regulations.
- Contributing to business growth and retention by assisting with business plans and finance.

In addition to the above services, Kissimmee Main Street attracts significant attention to Downtown Kissimmee throughout the year with its annual signature events, such as Boo on Broadway and Hop on Downtown.

Kissimmee Main Street has demonstrated its position as a valuable resource partner to the DKCRA. Therefore, staff is requesting approval of the Service Agreement for FY 2025- 2026 to allow Kissimmee Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the new Service Agreement, the City and DKCRA will continue to provide resources and training to Kissimmee Main Street staff in support of business assistance efforts. Kissimmee Main Street will continue its responsibilities of business development and retention. This Agreement includes the addition of defined Key Performance Indicators and a quarterly reporting template, which are intended to monitor Kissimmee Main Street's performance and ensure its continued value to the City and DKCRA.

The Kissimmee Main Street Executive Director will be available for any questions.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622208-508282		Decrease	51,000	51,000

Financial Summary:

City of Kissimmee

The DKCRA will provide Kissimmee Main Street with a total of \$50,900 for the following:

1. \$30,900 provided for salaries and benefits;
2. \$20,000 for administrative expenses.

Funding for administrative expenses will be distributed quarterly in \$5,000 increments, contingent on the DKCRA receiving the quarterly report from Kissimmee Main Street. In addition, the City will provide Kissimmee Main Street with a total of \$123,326 for salaries and benefits.

Recommendation

Approval of the Kissimmee Main Street Funding Agreement for Fiscal Year 2025-2026, from October 1, 2025 to September 30, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):

1. (S) Kissimmee Main Street Funding Agreement (FY 2026)

**CITY OF KISSIMMEE AND THE DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM**

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2024, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CITY,” the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as “CRA,” and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as “MAIN STREET” and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and MAIN STREET share a common vision and mission to promote, preserve, and enhance the City of Kissimmee’s historic downtown district; and

WHEREAS, the CITY, CRA, and MAIN STREET wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, MAIN STREET is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2025 and terminates on September 30, 2026.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide total funding in the amount of One Hundred Fifty-Four Thousand and Two Hundred Twenty-Six Dollars (\$154,226.00) to MAIN STREET for salary and benefits for two full time employee positions. These funds will be split between the CITY and CRA. The CITY shall provide One Hundred Twenty-Three Thousand and Three Hundred Twenty-

Six Dollars (\$123,326.00) and the CRA shall provide Thirty Thousand and Nine Hundred Dollars (\$30,900.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to MAIN STREET for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from MAIN STREET.
- c. The CITY and CRA staff will provide training to the MAIN STREET staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide MAIN STREET staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are forming or intend to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.
- d. The CITY and CRA shall provide MAIN STREET a quarterly and annual reporting template. The report shall measure Key Performance Indicators ("KPI") based upon the MAIN STREET Four Points Approach: Economic Vitality, Promotion, Design, and Organization. The KPI and Quarterly Reporting Form are attached as "Composite Exhibit 1".

4. MAIN STREET RESPONSIBILITIES.

- a. MAIN STREET, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Development:
 - 1. Conduct visitor surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to market, lease and sell vacant properties within the CRA District.

3. Maintain current information on downtown business demographics. This information shall be posted on the MAIN STREET website and be made available to the CITY's Development Services Department, as well as the CITY's Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the CRA District. MAIN STREET shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. MAIN STREET shall work with Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY. These duties shall not pose a conflict of interest between the CITY and MAIN STREET.

ii. Business Retention:

1. Create and distribute a MAIN STREET newsletter that contains relevant business information and promotes downtown events.
2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
4. Help CRA District businesses navigate CITY regulations, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
5. Develop and maintain business support programs, including but not limited to educational workshops, grants, and event support.

- b. MAIN STREET shall provide quarterly reports to the Economic Development Director and Community Redevelopment Agency Manager outlining the efforts made toward business development and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. A request for revisions to this section shall be provided in writing and must be agreed to by the CITY, CRA and MAIN STREET.
 - c. MAIN STREET shall provide an Annual Financial Report including detailed information on revenue and expenses due by October 1, 2026. Annual financial report to be submitted as part of Annual Report to City Commission.
 - d. MAIN STREET shall complete an Annual Report, according to the MAIN STREET Four Points of Economic Vitality, Promotion, Design, and Organization, due to Economic Development Director and Community Redevelopment Agency Manager by October 1, 2026. Annual report shall be presented to City Commission by October 1, 2026. Report shall include but is not limited to the following:
 - i. Annual Financial Report.
 - ii. Progress on KPI as referenced in “Composite Exhibit 1”.
 - iii. Market analysis.
 - iv. Summary of visitor surveys.
 - v. Work plan for upcoming fiscal year.
 - e. MAIN STREET shall continue to perform work necessary for the operation and furtherance of MAIN STREET’s not for profit mission.
 - f. MAIN STREET will not campaign, canvass, advocate for or endorse any specific candidate, elected/appointed official and/or any political party during the course of this Funding Agreement.
 - g. MAIN STREET shall adhere to and abide by all the terms and conditions in the Lease Agreement between MAIN STREET and the CITY OF KISSIMMEE for 421 Broadway in effect from October 1, 2024.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30)

days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** MAIN STREET shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between MAIN STREET and the 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. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
13. **NOTICES.** 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:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to MAIN STREET:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** MAIN STREET acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

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

- a. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. MAIN STREET shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the MAIN STREET does not transfer the records to CITY.
- c. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If MAIN STREET does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1.

15. **E-VERIFY.**

A. In compliance with Section 448.095, Fla. Stat., MAIN STREET and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

b. The City, MAIN STREET, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but MAIN STREET otherwise complied, shall promptly notify MAIN STREET and MAIN STREET shall immediately terminate the contract with the subcontractor.

he subcontractor.

d. 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. MAIN STREET acknowledges that upon termination of this Agreement by the City for a violation of this section by MAIN

STREET, MAIN STREET may not be awarded a public contract for at least one (1) year. MAIN STREET further acknowledges that MAIN STREET is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* MAIN STREET 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. MAIN STREET shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. SCRUTINIZED VENDOR LIST. By acceptance of this Agreement, MAIN STREET 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 MAIN STREET has submitted a false certification, CITY shall provide MAIN STREET with written notice of its determination. MAIN STREET 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 MAIN STREET does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against MAIN STREET. If a civil action is brought and the court determines that MAIN STREET has submitted a false certification, MAIN STREET 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, MAIN STREET 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 MAIN STREET submitted a false certification, pursuant to §287.135(5)(a) Florida Statutes.

17. 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, sub-developer, or consultant under a contract with any public entity; and may not transact business with any public entity.

18. 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 contractor, supplier, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

19. HUMAN TRAFFICKING. MAIN STREET shall provide CITY with an affidavit signed by an officer or representative of MAIN STREET attesting, under penalty of perjury, that MAIN STREET does not use coercion for labor or services as defined by section 787.06, Florida Statute.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

KISSIMMEE MAIN STREET:

Lance Spencer, CR
Chair

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 19th
day of August, 2025, by means of ☒ physical presence or ☐
online notarization,
by Lance Spencer as Board Chair for Kissimmee
Main Street, a Florida not for profit corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary:

Diana Marrero Pinto
Print Name: Diana Marrero Pinto

My Commission Expires:



COMPOSITE EXHIBIT “A”



Key Performance Indicators for Kissimmee Main Street

Overview

The following Key Performance Indicators (KPI) have been developed based on Main Street America’s Four-Point Approach: Economic Vitality, Design, Promotion, and Organization. This KPI is intended to support quarterly and annual reporting, provide measurable outcomes, and guide ongoing strategy development for the organization. They are also designed to enhance accountability and transparency amongst stakeholders, including the City of Kissimmee and the Downtown Kissimmee Community Redevelopment Agency.

Each section below includes a brief description, performance indicators, and targets to evaluate progress and inform decision-making.

Economic Vitality

Area focused on strengthening the downtown economy through business attraction and retention and business support. It includes initiatives aimed at attracting new investment, retaining existing businesses, and cultivating a thriving commercial environment.

- New Businesses Opened in District
 - Target: At least 2 new businesses opened per year through attraction efforts.
 - Report: Count of new businesses by quarter and narrative on business type/location. Include narrative on business attraction efforts.
- Business Satisfaction
 - Track business satisfaction through surveying, including satisfaction with Kissimmee Main Street program.
 - Target: 50% survey completion and 85% of businesses expressing satisfaction with Kissimmee Main Street program.
- Business Support Programs
 - Target: Host or co-host at least 4 business support workshops or events per year.
 - Report: Event details, attendance, and feedback.

Design

Design focuses on the physical and visual elements of Downtown Kissimmee, promoting beautification with an emphasis on historic preservation. This includes façade improvements, placemaking, and community-driven enhancements.

- Beautification Projects
 - Target: Support or initiate at least 4 projects annually. Examples: Downtown cleanup events, CPIP referrals, public art installations, planters, benches.
 - Report: Description, location, photos, and partner involvement.
- Placemaking and Merchant Engagement
 - Target: Engage with at least 10 businesses per year on storefront design, holiday displays, or other design elements.
 - Report: Track outreach, participation rate, and include visual documentation of completed projects.

Promotion

This area focuses on building awareness, increasing downtown visitation, and fostering community pride through coordinated events and marketing strategies.

- Events Organized or Co-Sponsored
 - Target: List and summarize all events each quarter.
 - Report: Include name, date, attendance, marketing efforts, budget, and outcomes.
- Digital Promotion and Marketing Reach
 - Metrics: Website traffic, social media reach/engagement, newsletter open/click rates.
 - Report: Quarterly analytics and descriptions of additional outreach or campaigns.

Organization

This section tracks governance, volunteerism, fundraising, and reporting functions to help support the long-term success of the organization.

- Volunteer Hours Recorded
 - Target: Record all volunteer hours related to events, projects, and committees.
 - Report: Hours per quarter with role description as needed.
- Membership Growth
 - Target: Achieve 10% annual growth in membership base.
 - Report: Membership count and comparison to previous year. Include breakdown of membership within DKCRA district and outside of district.
- Leveraged Funds
 - Target: Seek additional revenue sources to maintain sustainable mix of public/private funding.
 - Report: Funding source, amount, use, etc.

Reporting and Strategic Planning

In order to monitor progress on the above KPIs and track any challenges that may arise the following reporting and planning goals have been established.

- Quarterly Reports to CRA
 - Target: Submit all required reports by the designated deadline.
 - Report: Include KPI updates, narrative highlights, and challenges. Report template will be provided to KMS.
- Annual Strategic or Work Plan
 - Target: Submit by October 1st each year.
 - Report: Reflect past performance, upcoming goals, and alignment with masterplan.
- Kissimmee Main Street Masterplan
 - Target: Develop and maintain a long-term strategic masterplan with community input.
 - Report: Planning process, community engagement efforts, and final deliverable timeline.

QUARTERLY REPORT

Organization Name:

Reporting Period: [Q1, 2, 3, or 4, mm/dd/yyyy to mm/dd/yyyy]

Submitted By:

Submission Date:

1. Executive Summary

Provide a summary of key activities, accomplishments, and/or challenges throughout this quarter.

2. Progress on Key Performance Indicators (KPI)

KPI/Area	Target (Annually)	Actual this Quarter	YTD	Notes
Insert additional lines as needed.				

3. Activities/Events this Quarter

Event/Activity	Date	Description	Estimated Attendance	Outcome

4. Quarterly Financial Summary

Budget Line	Approved	Actual Budget	YTD	Notes
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Item	Budget			

5. Plans for Next Quarter

Include brief list of plans for the next quarter (which may include events, project milestones, additional funding or matching funding sources.)

6. Attachments

Include photos, flyers, or other materials as may be applicable to this report.



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Kissimmee Main Street does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Diana Marrero-Pinto**

Title of Contractor's Authorized Representative: **Executive Director**

Signature of Contractor's Authorized Representative:

Date: **August 20, 2025**

ITEM 8.F

(DKCRA) Osceola Arts Mural Installation Agreement

Request

Approval of a new agreement between the Downtown Kissimmee Community Redevelopment Agency (DKCRA) and Osceola Arts, Inc. to implement a public mural installation program for Fiscal Year 2025–2026, Contract # 20250375.

Explanation

The Downtown Kissimmee Community Redevelopment Agency (DKCRA) seeks to continue enhancing the cultural and aesthetic landscape of Downtown Kissimmee through strategic investments in public art. Osceola Arts, a local nonprofit arts organization, has the expertise and capacity to commission, install, and maintain murals that enrich the community and foster artistic expression.

Under the proposed Mural Installation Agreement, DKCRA will provide Osceola Arts with \$50,000 in funding to support the creation of public murals in the redevelopment district. In return, Osceola Arts will:

- Acquire all necessary permissions from property owners for mural placement.
- Ensure compliance with the City of Kissimmee Form-Based Code and applicable permitting requirements.
- Commission artists to design and install murals that reflect and enhance the identity of Downtown Kissimmee.
- Maintain and preserve completed murals for a minimum of five years.
- Collaborate with DKCRA on publicity, unveiling ceremonies, and community engagement activities related to the project.

The program will run from October 1, 2025, through September 30, 2026. Funding will be distributed in two installments: one at the commencement of the project and the other upon completion.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622208- 508282		Decrease	50,000	50,000

Financial Summary:

The DKCRA has budgeted funds in the Aids to Private Organizations account to support this request.

Recommendation

City of Kissimmee

Approval of a new agreement between the Downtown Kissimmee Community Redevelopment Agency (DKCRA) and Osceola Arts, Inc. to implement a public mural installation program for Fiscal Year 2025–2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: David Rodriguez

Attachment(s):

1. (S) Downtown Kissimmee CRA Osceola Arts Agreement

**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
MURAL INSTALLATION AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (DKCRA), 101 CHURCH STREET, KISSIMMEE, FL 34741, a Florida dependent special district, hereinafter referred to as the “DKCRA” and OSCEOLA ARTS, INC., 2411 E. IRLO BRONSON MEMORIAL HIGHWAY, KISSIMMEE, FL 34744, a non-profit organization, hereinafter referred to as “Osceola Arts”.

WHEREAS, the DKCRA seeks to enhance the cultural and aesthetic landscape of the community by supporting public art initiatives; and

WHEREAS, the mission of Osceola Arts is to promote, cultivate, and foster interest and participation in the arts by providing affordable and accessible programs and facilities that encourage artistic expression in the diverse community they serve; and

WHEREAS, Osceola Arts has the expertise, capability, and mission to commission, install, and maintain murals as part of this community beautification project; and

WHEREAS, the DKCRA will convey to Osceola Arts the sum of fifty thousand dollars (\$50,000) for fiscal year 2025-2026 as a grant to aid in its mission in exchange for the services outlined herein; and

WHEREAS, Osceola Arts agrees that any grant funds received will be used solely for the services described, and cannot be used for a different service; and

NOW, THEREFORE, the parties hereby agree as follows:

1. SCOPE OF WORK.

1.1 Osceola Arts agrees to provide the services as set forth in the Scope of Work attached hereto and incorporated herein as Exhibit “A”, including, but not limited to and at no cost to the DKCRA, acquiring legal and enforceable permission to paint or install a public mural on private property by all interested owners of the subject property.

1.2 Osceola Arts acknowledges and agrees that any public mural to be painted or installed hereunder shall be consistent with the City of Kissimmee Form-Based Code and may be subject to the definition of a sign and may require permitting under the City’s applicable codes.

2. TERM. The project shall commence on October 1, 2025, and be completed by September 30, 2026.

3. FUNDING. The DKCRA agrees to provide financial support in the amount of fifty thousand dollars (\$50,000), which shall be paid in two installments:

1. At commencement of the project for initial installation costs.
2. At completion of the project.

4. OWNERSHIP AND COPYRIGHT

4.1 The murals created under this Agreement shall remain the property of Osceola Arts, but the DKCRA is granted license to display and use the murals in public spaces within the community.

4.2 The artists involved in the mural project shall retain the copyright to their artwork. However, Osceola Arts shall ensure that the DKCRA and the public have the right to photograph, film, and use images of the murals for promotional and educational purposes.

5. MAINTENANCE AND PRESERVATION

5.1 Osceola Arts shall be responsible for ensuring the proper maintenance and preservation of the murals for a period of five (5) years from the date of installation.

5.3 In the event of significant damage to the murals (e.g., vandalism, weather-related damage), Osceola Arts will assess and, if feasible, repair or replace the murals, subject to mutual agreement with the DKCRA.

6. PUBLICITY AND RECOGNITION

6.1 Osceola Arts and the DKCRA agree to jointly publicize the mural project, including through press releases, social media, and other forms of community outreach.

6.2 Recognition of the DKCRA logo/name in the following places: Osceola Arts website, print ads, marketing materials, social media and news coverage.

6.3 Osceola Arts and DKCRA shall collaborate on the unveiling ceremonies and any community events related to the project.

7. TERMINATION. This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this

Agreement. The Parties may, upon providing thirty (30) days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the DKCRA might have for past, current, or future breaches.

8. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

9. MODIFICATIONS. This Agreement may not be modified except by written consent of the Parties hereto.

10. ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES. Osceola Arts shall not assign this Agreement without the express written consent of the DKCRA. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.

11. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by DKCRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

12. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between Osceola Arts and the DKCRA 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.

13. VENUE/APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida as more specifically described in Exhibit "B" and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.

14. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

15. NOTICES. Whenever any notice is required by this Agreement to be made, given or transmitted to¹ the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY:

Chair

ATTEST:

City Clerk

OSCEOLA ARTS:



Signature

Printed Name: Jeremiah Krivinchuk

Title: Chief Operating Officer

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



PUBLIC ART PROPOSAL - City of Kissimmee

Osceola Arts has served Osceola County since 1960 and is the designated local arts agency for the county. Osceola Arts offers a wide range of arts programs for people of all ages including, theater, music, arts education, public art and art exhibitions.

Osceola Arts current public art program includes rotating art exhibits in 5 county libraries and Kissimmee's City Hall. In 2018, Osceola Arts created the ARTisNOW public mural program in partnership with the Vine Street and Downtown Kissimmee CRA programs. To date, 30 large scale murals including 2 Augmented reality interactive integrations have been installed in these districts.

SCOPE OF WORK

Osceola Arts

- Provide artistic services to the City of Kissimmee for public art murals based on city funds released for each fiscal year.
- Conceptualize, plan and implement innovative and interesting public art murals.
- Hire artists and work with building owners during the conceptual and implementation phase.
- Administer program budget.
- Serve as the City's liaison to the arts community.
- Ensures compliance with applicable laws and regulations for art in public places.
- Attend all necessary city review boards for mural installations.

In order to provide the program annually for the City of Kissimmee, Osceola Arts would need the following:

- \$50,000 in funding from Downtown Kissimmee CRA to cover administrative costs, mural supplies and artists fees for 2-3 murals during the funding period.
- \$40,000 for Vine Street CRA in funding to cover administrative costs, mural supplies and artists fees for 2-3 murals during the funding period.
- This proposal does not include private art projects requested by the City. Such projects will require additional funding to complete the project.
- Timeline for murals depends on artist availability, city approvals, release of funds and weather permitting.
- Assistance identifying and connecting with building owners for mural placement.
- Marketing collaboration to promote the murals program.

Osceola Arts looks forward to the opportunity to provide a quality public art program for the City of Kissimmee.

EXHIBIT B

EXHIBIT "B"
Florida Law Addendum

1. **E-VERIFY.** In accordance with, §448.095, Florida Statutes, OSCEOLA ARTS 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-contractors 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-contractors during the term of this Contract. If OSCEOLA ARTS enters into a contract with a sub-contractors performing work or providing services on its behalf, OSCEOLA ARTS shall also require the sub-contractors to provide an affidavit stating that the sub-contractors 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>.

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

OSCEOLA ARTS, by virtue of acceptance of this Agreement certifies that:

- a. OSCEOLA ARTS and its sub-contractors are aware of the requirements of Florida Statutes § 448.095, and upon request from DKCRA, provide evidence of such compliance.
- b. OSCEOLA ARTS and its sub-contractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- c. OSCEOLA ARTS will not enter into a contract with any sub-contractors unless each party to the contract registers with and uses the E-Verify system.
- d. Sub-contractor will provide OSCEOLA ARTS with an affidavit stating that Sub-DEVELOPER does not employ, contract with, or subcontract with unauthorized alien.
- e. OSCEOLA ARTS must maintain a copy of such affidavit.
- f. DKCRA may terminate this Contract on the good faith belief that OSCEOLA ARTS or its sub-contractors 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), OSCEOLA ARTS may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- h. OSCEOLA ARTS is liable for any additional cost incurred by DKCRA as a result of the termination of this Contract.

2. **PUBLIC RECORDS.** OSCEOLA ARTS acknowledges the DKCRA'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 OSCEOLA ARTS shall keep and maintain public records required by the DKCRA to perform the service.

If the OSCEOLA ARTS has questions regarding the application of Chapter 119, Florida Statutes, to the OSCEOLA ARTS'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 DKCRA's Custodian of Records requests records from the OSCEOLA ARTS, the OSCEOLA ARTS shall provide the DKCRA'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 DKCRA of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The OSCEOLA ARTS 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 OSCEOLA ARTS does not transfer the records to the DKCRA.
- c. Upon completion of the contract, the OSCEOLA ARTS shall transfer, at no cost, to the DKCRA all public records in possession of the OSCEOLA ARTS or keep and maintain public records required by the DKCRA to perform the service. If the OSCEOLA ARTS transfers all public records to the DKCRA upon completion of the Contract, the OSCEOLA ARTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OSCEOLA ARTS keeps and maintains public records upon completion of the Contract, the OSCEOLA ARTS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DKCRA, upon request from the DKCRA's custodian of public records, in a format that is compatible with the information technology systems of the DKCRA. Unless otherwise directed by the DKCRA, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the OSCEOLA ARTS of a request to inspect or copy public records relating to a DKCRA's contract for services, the OSCEOLA ARTS shall provide the records to the DKCRA or allow the records to be inspected or copied within a reasonable time.
- e. If the OSCEOLA ARTS does not comply with the DKCRA's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the DKCRA.

- f. If OSCEOLA ARTS fails to provide the public records to the DKCRA within a reasonable time may be subject to penalties under Florida Statutes §119.10.
3. **SCRUTINIZED VENDOR LIST.** By acceptance of this Agreement, OSCEOLA ARTS 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 DKCRA determines, using credible information available to the public, that OSCEOLA ARTS has submitted a false certification, DKCRA shall provide OSCEOLA ARTS with written notice of its determination. OSCEOLA ARTS 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 OSCEOLA ARTS does not make such demonstration within ninety (90) days after receipt of the notice, DKCRA shall bring a civil action against OSCEOLA ARTS. If a civil action is brought and the court determines that OSCEOLA ARTS has submitted a false certification, OSCEOLA ARTS 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, OSCEOLA ARTS will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date DKCRA determined that OSCEOLA ARTS submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.
4. **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, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
5. **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 contractor, supplier, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

6. **HUMAN TRAFFICKING.** OSCEOLA ARTS shall provide DKCRA with an affidavit signed by an officer or representative of OSCEOLA ARTS testing, under penalty of perjury, that OSCEOLA ARTS does not use coercion for labor or services as defined by section 787.06, Florida Statute.

ITEM 8.G

(VSCRA) Osceola Arts Mural Installation Agreement

Request

Approval of a new agreement between the Vine Street Community Redevelopment Agency (VSCRA) and Osceola Arts, Inc. to implement a public mural installation program for Fiscal Year 2025–2026, Contract #20250376.

Explanation

The Vine Street Community Redevelopment Agency (VSCRA) seeks to enhance the cultural and aesthetic landscape of Vine Street through strategic investments in public art. Osceola Arts, a local nonprofit arts organization, has the expertise and capacity to commission, install, and maintain murals that enrich the community and foster artistic expression.

Under the proposed Mural Installation Agreement, VSCRA will provide Osceola Arts with \$40,000 in funding to support the creation of public murals in the redevelopment district. In return, Osceola Arts will:

- Acquire all necessary permissions from property owners for mural placement.
- Ensure compliance with the City of Kissimmee Form-Based Code and applicable permitting requirements.
- Commission artists to design and install murals that reflect and enhance the identity of Vine Street.
- Maintain and preserve completed murals for a minimum of five years.
- Collaborate with VSCRA on publicity, unveiling ceremonies, and community engagement activities related to the project.

The program will run from October 1, 2025, through September 30, 2026. Funding will be distributed in two installments: one at the commencement of the project and the other upon completion.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10722208- 508282		Decrease	40,000	40,000

Financial Summary:

The VSCRA has budgeted funds in the Aids to Private Organizations account to support this request.

Recommendation

Approval of a new agreement between the Vine Street Community Redevelopment Agency (VSCRA) and Osceola Arts, Inc. to implement a public mural installation program for Fiscal Year 2025–2026.
City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: David Rodriguez

Attachment(s):

1. (S) Vine Street CRA Osceola Arts Agreement

**VINE STREET COMMUNITY REDEVELOPMENT AGENCY
MURAL INSTALLATION AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the VINE STREET COMMUNITY REDEVELOPMENT AGENCY (VSVSCRA), 101 CHURCH STREET, KISSIMMEE, FL 34741, a body corporate and politic, hereinafter referred to as the “VSVSCRA” and OSCEOLA ARTS, INC., 2411 E. IRLO BRONSON MEMORIAL HIGHWAY, KISSIMMEE, FL 34744, a non-profit organization, hereinafter referred to as “Osceola Arts”.

WHEREAS, the VSCRA seeks to enhance the cultural and aesthetic landscape of the community by supporting public art initiatives; and

WHEREAS, the mission of Osceola Arts is to promote, cultivate, and foster interest and participation in the arts by providing affordable and accessible programs and facilities that encourage artistic expression in the diverse community they serve; and

WHEREAS, Osceola Arts has the expertise, capability, and mission to commission, install, and maintain murals as part of this community beautification project; and

WHEREAS, the VSCRA will convey to Osceola Arts the sum of forty thousand dollars (\$40,000) for fiscal year 2025-2026 as a grant to aid in its mission in exchange for the services outlined herein; and

WHEREAS, Osceola Arts agrees that any grant funds received will be used solely for the services described, and cannot be used for a different service; and

NOW, THEREFORE, the parties hereby agree as follows:

1. SCOPE OF WORK.

1.1 Osceola Arts agrees to provide the services as set forth in the Scope of Work attached hereto and incorporated herein as Exhibit “A”, including, but not limited to and at no cost to the VSCRA, acquiring legal and enforceable permission to paint or install a public mural on private property by all interested owners of the subject property.

1.2 Osceola Arts acknowledges and agrees that any public mural to be painted or installed hereunder shall be consistent with the City of Kissimmee Form-Based Code and may be subject to the definition of a sign and may require permitting under the City’s applicable codes.

2. TERM. The project shall commence on October 1, 2025, and be completed by September 30, 2026.

3. FUNDING. The VSCRA agrees to provide financial support in the amount of forty thousand dollars (\$40,000), which shall be paid in two installments:

1. At commencement of the project for initial installation costs.
2. At completion of the project.

4. OWNERSHIP AND COPYRIGHT

4.1 The murals created under this Agreement shall remain the property of Osceola Arts, but the VSCRA is granted license to display and use the murals in public spaces within the community.

4.2 The artists involved in the mural project shall retain the copyright to their artwork. However, Osceola Arts shall ensure that the VSCRA and the public have the right to photograph, film, and use images of the murals for promotional and educational purposes.

5. MAINTENANCE AND PRESERVATION

5.1 Osceola Arts shall be responsible for ensuring the proper maintenance and preservation of the murals for a period of five (5) years from the date of installation.

5.3 In the event of significant damage to the murals (e.g., vandalism, weather-related damage), Osceola Arts will assess and, if feasible, repair or replace the murals, subject to mutual agreement with the VSCRA.

6. PUBLICITY AND RECOGNITION

6.1 Osceola Arts and the VSCRA agree to jointly publicize the mural project, including through press releases, social media, and other forms of community outreach.

6.2 Recognition of the VSCRA logo/name in the following places: Osceola Arts website, print ads, marketing materials, social media and news coverage.

6.3 Osceola Arts and VSCRA shall collaborate on the unveiling ceremonies and any community events related to the project.

7. TERMINATION. This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30) days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which

have already occurred, nor be a waiver of any rights which the VSCRA might have for past, current, or future breaches.

8. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

9. MODIFICATIONS. This Agreement may not be modified except by written consent of the Parties hereto.

10. ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES. Osceola Arts shall not assign this Agreement without the express written consent of the VSCRA. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.

11. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by VSCRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

12. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between Osceola Arts and the VSCRA 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.

13. VENUE/APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida as more specifically described in Exhibit "B" and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.

14. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

15. NOTICES. Whenever any notice is required by this Agreement to be made, given or transmitted to¹ the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

VINE STREET COMMUNITY
REDEVELOPMENT AGENCY:

Chair

ATTEST:

City Clerk

OSCEOLA ARTS:

Signature

Printed Name: Jeremiah Krivinchuk

Title: Chief Operating Officer

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



PUBLIC ART PROPOSAL - City of Kissimmee

Osceola Arts has served Osceola County since 1960 and is the designated local arts agency for the county. Osceola Arts offers a wide range of arts programs for people of all ages including, theater, music, arts education, public art and art exhibitions.

Osceola Arts current public art program includes rotating art exhibits in 5 county libraries and Kissimmee's City Hall. In 2018, Osceola Arts created the ARTisNOW public mural program in partnership with the Vine Street and Downtown Kissimmee CRA programs. To date, 30 large scale murals including 2 Augmented reality interactive integrations have been installed in these districts.

SCOPE OF WORK

Osceola Arts

- Provide artistic services to the City of Kissimmee for public art murals based on city funds released for each fiscal year.
- Conceptualize, plan and implement innovative and interesting public art murals.
- Hire artists and work with building owners during the conceptual and implementation phase.
- Administer program budget.
- Serve as the City's liaison to the arts community.
- Ensures compliance with applicable laws and regulations for art in public places.
- Attend all necessary city review boards for mural installations.

In order to provide the program annually for the City of Kissimmee, Osceola Arts would need the following:

- \$50,000 in funding from Downtown Kissimmee CRA to cover administrative costs, mural supplies and artists fees for 2-3 murals during the funding period.
- \$40,000 for Vine Street CRA in funding to cover administrative costs, mural supplies and artists fees for 2-3 murals during the funding period.
- This proposal does not include private art projects requested by the City. Such projects will require additional funding to complete the project.
- Timeline for murals depends on artist availability, city approvals, release of funds and weather permitting.
- Assistance identifying and connecting with building owners for mural placement.
- Marketing collaboration to promote the murals program.

Osceola Arts looks forward to the opportunity to provide a quality public art program for the City of Kissimmee.

EXHIBIT B

EXHIBIT “B”
Florida Law Addendum

1. **E-VERIFY.** In accordance with, §448.095, Florida Statutes, OSCEOLA ARTS 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-contractors 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-contractors during the term of this Contract. If OSCEOLA ARTS enters into a contract with a sub-contractors performing work or providing services on its behalf, OSCEOLA ARTS shall also require the sub-contractors to provide an affidavit stating that the sub-contractors 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>.

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

OSCEOLA ARTS, by virtue of acceptance of this Agreement certifies that:

- a. OSCEOLA ARTS and its sub-contractors are aware of the requirements of Florida Statutes § 448.095, and upon request from DKCRA, provide evidence of such compliance.
- b. OSCEOLA ARTS and its sub-contractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- c. OSCEOLA ARTS will not enter into a contract with any sub-contractors unless each party to the contract registers with and uses the E-Verify system.
- d. Sub-contractor will provide OSCEOLA ARTS with an affidavit stating that Sub-DEVELOPER does not employ, contract with, or subcontract with unauthorized alien.
- e. OSCEOLA ARTS must maintain a copy of such affidavit.
- f. DKCRA may terminate this Contract on the good faith belief that OSCEOLA ARTS or its sub-contractors 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), OSCEOLA ARTS may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- h. OSCEOLA ARTS is liable for any additional cost incurred by DKCRA as a result of the termination of this Contract.

2. **PUBLIC RECORDS.** OSCEOLA ARTS acknowledges the DKCRA'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 OSCEOLA ARTS shall keep and maintain public records required by the DKCRA to perform the service.

If the OSCEOLA ARTS has questions regarding the application of Chapter 119, Florida Statutes, to the OSCEOLA ARTS'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 DKCRA's Custodian of Records requests records from the OSCEOLA ARTS, the OSCEOLA ARTS shall provide the DKCRA'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 DKCRA of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The OSCEOLA ARTS 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 OSCEOLA ARTS does not transfer the records to the DKCRA.
- c. Upon completion of the contract, the OSCEOLA ARTS shall transfer, at no cost, to the DKCRA all public records in possession of the OSCEOLA ARTS or keep and maintain public records required by the DKCRA to perform the service. If the OSCEOLA ARTS transfers all public records to the DKCRA upon completion of the Contract, the OSCEOLA ARTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OSCEOLA ARTS keeps and maintains public records upon completion of the Contract, the OSCEOLA ARTS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DKCRA, upon request from the DKCRA's custodian of public records, in a format that is compatible with the information technology systems of the DKCRA. Unless otherwise directed by the DKCRA, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the OSCEOLA ARTS of a request to inspect or copy public records relating to a DKCRA's contract for services, the OSCEOLA ARTS shall provide the records to the DKCRA or allow the records to be inspected or copied within a reasonable time.
- e. If the OSCEOLA ARTS does not comply with the DKCRA's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the DKCRA.

- f. If OSCEOLA ARTS fails to provide the public records to the DKCRA within a reasonable time may be subject to penalties under Florida Statutes §119.10.
3. **SCRUTINIZED VENDOR LIST.** By acceptance of this Agreement, OSCEOLA ARTS 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 DKCRA determines, using credible information available to the public, that OSCEOLA ARTS has submitted a false certification, DKCRA shall provide OSCEOLA ARTS with written notice of its determination. OSCEOLA ARTS 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 OSCEOLA ARTS does not make such demonstration within ninety (90) days after receipt of the notice, DKCRA shall bring a civil action against OSCEOLA ARTS. If a civil action is brought and the court determines that OSCEOLA ARTS has submitted a false certification, OSCEOLA ARTS 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, OSCEOLA ARTS will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date DKCRA determined that OSCEOLA ARTS submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.
4. **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, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
5. **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 contractor, supplier, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

6. **HUMAN TRAFFICKING.** OSCEOLA ARTS shall provide DKCRA with an affidavit signed by an officer or representative of OSCEOLA ARTS testing, under penalty of perjury, that OSCEOLA ARTS does not use coercion for labor or services as defined by section 787.06, Florida Statute.