MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 17, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Proclamation - Back on Track Employment Services
   - 3.B Recognition of Community Partners and Resident of the Year – Haven on Vine
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - Second and Final Reading - Proposed Ordinance #26-03 - Amending Term of Office of Commissioners

     AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing - Second and Final Reading - Proposed Ordinance #26-04 - Prohibiting Smoking and Vaping in Public Parks

     AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE
   - 4.C Public Hearing — Second and Final Reading — Proposed Ordinance #26-05 — Adding Criminal Background Checks to Verify Candidate's Qualification to Hold Office

     AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
5. **PUBLIC HEARINGS**
6. **HEAR AUDIENCE**

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the February 3, 2026, Meeting

7.B Purchase of SCBA Cascade and Fill Station from Compressed Air Supplies & Equipment, Inc.

7.C 2026 Urban and Community Forestry Hurricane Ian Recovery Grant Application

7.D Permanent Right-Of-Way Easement Agreement Between Chick-fil-A, Inc. and the City of Kissimmee

7.E Accept the 2025 Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program Grant

7.F Network Security and Monitoring Software Service Renewal

7.G Architectural Design Services for the Oak Street Park Concession Stand Renovations

7.H Hilliard Ridge Subdivision Final Acceptance

7.I Award Construction Contract, Notice to Procure, and Notice to Proceed to Hubbard Construction for Parcel 8 Construction

7.J Agreement with Monument Warehouse, LLC for Rose Hill Cemetery Columbarium

7.K Grant Match for Passenger Rail Safety Improvements

7.L Construction Agreement for Woodside Drainage & Utilities Phase 2

7.M Approval of the City of Kissimmee Community Impact Unit and Authorization of Partner Service Agreements

7.N Resolution Approving an Affordable Housing Development Consistent with the Florida Live Local Act

8. DISCUSSION ITEMS

8.A City Commission Direction for Food Trucks and Carts

8.B Appointment of Interim City Attorney

8.C Discussion on Recruitment and Selection Process for City Attorney

8.D Resolution Establishing an Auditor Selection Committee and Appointment of a Commissioner Committee Member

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.E (DKCRA) 50 Lakeview Redevelopment Site

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Proclamation - Back on Track Employment Services

Request

Proclamation honoring Back on Track Employment Services for its 25 years of service and significant contributions to workforce development within the City of Kissimmee.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Back on Track Employment Services

Proclamation

City of Kissimmee
Florida

BACK ON TRACK EMPLOYMENT SERVICES

WHEREAS, Back on Track Employment Services, Inc., under the direction of Jacqueline Murray, has served thousands of residents in Osceola County for over 25 years, changing lives through employment: one individual, one family, one community at a time; and

WHEREAS, Jacqueline Murray is a Leadership Osceola County Graduate, UCF Center for Public & Nonprofit Management Graduate, and received the Osceola Visionaries Dr. Martin Luther King, Jr. Award, Black Empowerment & Community Council Vanguard Award, Advocate for Economic Self-Sufficiency, Osceola County NAACP Branch 5121 Outstanding Community Service Award, and Osceola Magic Game Changer; and

WHEREAS, Back on Track has developed one of the most effective nonprofit workforce development models in Osceola County, for helping individuals at all levels of employability – hard-to-employ, underemployed, unemployed, low-income, skilled professionals, and executives, to obtain employment at or above a living wage; and

WHEREAS, Back on Track has a long history of successful partnerships with nonprofit and faith-based organizations, government agencies, and Fortune 500 companies; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby honor and commend **"Back on Track Employment Services"** for its outstanding service, impactful workforce development efforts, and lasting contributions to the residents within the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 17th day of February 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.B
Recognition of Community Partners and Resident of the Year – Haven on Vine

Request

Recognition of Haven on Vine community partners and formally honor Ms. Beatrice Brown as Haven on Vine Resident of the Year.

Explanation

The City of Kissimmee is proud to recognize agencies, community partners, and individuals whose commitment and collaboration have helped advance the mission of Haven on Vine. These partnerships support special events critical to the stability, dignity, and supportive services that families working toward self-sufficiency need, as well as the sense of community necessary for long-term success. Through strong partnerships and a shared vision, Haven on Vine continues to serve as a model of how coordinated care and community investment can transform lives and create pathways to long-term success.

- City of Kissimmee GEO - All Toys for the 2024 Christmas Celebration and volunteers
- C.R.E.W. (Construction and Real Estate Women) - Pop Up Professional Closet Event 2025 and Toy Donations for every child 2025 Christmas Celebration
- El Faro Church – Kissimmee - Back to school uniforms, school supplies, and bicycles
- Pan American Behavioral Health - Toys for Three Kings Day Celebration 2026
- Sam's Club Kissimmee – for special event Food/ Drinks 2025
- Mr. Warren Hougland
- Ms. Natalie Casey

This evening, the City Commission will also recognize Ms. Beatrice Brown as the Haven on Vine Resident of the Year. Ms. Brown exemplifies perseverance, resilience, and personal accountability. She has worked tirelessly to achieve her goals and has remained steadfast in her commitment to progress, even during life's most challenging moments. Her determination to stay focused and move forward serves as an inspiration to both residents and staff. Beyond her personal achievements, Ms. Brown consistently demonstrates a spirit of service. She is always willing to lend a helping hand and contributes positively to the Haven on Vine community whenever needed. Her strength of character, reliability, and unwavering resolve embody the program's very purpose.

For these reasons, and for the many qualities that distinguish her as a leader among her peers, the City proudly recognizes Ms. Beatrice Brown as Resident of the Year.

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
None

ITEM 4.A

Public Hearing - Second and Final Reading - Proposed Ordinance #26-03 - Amending Term of Office of Commissioners

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Request approval of the Second and Final Reading of the Proposed Ordinance #26-03, amending the charter to increase term limits to three consecutive terms.

Explanation

This is a request to approve a proposed Charter amendment increasing term limits. Currently, Commissioners are limited to two consecutive four-year terms. If the City Commission approves the first and second readings of this ordinance, this change, if approved by voters, would set term limits at three consecutive four-year terms.

Recommendation

Approval of the Second and Final Reading of the Proposed Ordinance #26-03, amending the charter to increase term limits to three consecutive terms.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. Affidavit for Prop Ord. 26-03 Amending Term of Office of Commissioners
2. (S) Proposed ORD #26-03 - Amending Terms of Office for Commissioners

OSCEOLA
NEWS-GAZETTE
aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street, Kissimmee, FL 34741
(407) 846-7600

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates. Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Publication Dates:
- Jan 29, 2026

Notice ID: uUxlqpYFm66WSaqKH7BV
Notice Name: COK*PROPOSED ORDINANCE 26-03*PUBLIC HEARING
PUBLICATION FEE: $62.79

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

Anjana Bhadoriya

Agent

VERIFICATION

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

State of Florida
County of Broward

Signed or attested before me on this: 01/30/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 3, 2026,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 17, 2026,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-03

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
January 29, 2026

PROPOSED ORDINANCE NO. 26-03

ORDINANCE NO., _____

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Chapter 2, Section 2, Term of Office of Commissioners is hereby amended as follows:

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

Section 2. – Term of office of commissioners. The Mayor-Commissioner and other City Commissioners shall be elected for a term of four (4) years or until his or her successor is duly elected and qualified as hereinafter provided. No person shall be elected to the City Commission more than ~~two (2)~~ three (3) consecutive four (4)-year terms. The term of office shall begin on the first regular meeting of the city commission following the verification of election results, except as provided in section 4 below.

SECTION 2. All Ordinances in conflict herewith are repealed

SECTION 3. This Ordinance shall be effective upon ratification by referendum.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

ITEM 4.B

Public Hearing - Second and Final Reading - Proposed Ordinance #26-04 - Prohibiting Smoking and Vaping in Public Parks

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Request approval of the Second and Final Reading of the Proposed Ordinance #26-04 prohibiting smoking and vaping in public parks.

Explanation

The World Health Organization estimates that tobacco use causes more than eight million deaths worldwide each year, including nearly 500,000 premature deaths annually in the United States. In Florida, 59 percent of children ages 11 to 17 report exposure to secondhand smoke from cigarettes or electronic vapor products. Exposure to secondhand smoke poses significant health risks, particularly to children, including increased risks of sudden infant death syndrome, asthma, developmental abnormalities, and cancer.

E-cigarettes emit an aerosol containing at least ten chemicals known to cause cancer, birth defects, or other reproductive harm, and bystanders may absorb nicotine through exposure. Tobacco use also results in substantial environmental harm, generating almost two million tons of waste annually and contributing to widespread litter in public spaces, including trillions of cigarette butts littered across roadways, sidewalks, parks, and other green spaces.

In 2022, the Florida Legislature amended the Florida Clean Indoor Air Act through House Bill 105, authorizing local governments to restrict smoking on public beaches and in public parks. The City Commission finds that passing this ordinance serves the best interests of public health and environmental protection for the City and its residents.

Recommendation

Approval of the Second and Final Reading of the Proposed Ordinance #26-04 prohibiting smoking and vaping in public parks.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. (S) Prop Ord. 26-04 Prohibiting Smoking and Vaping in Public Parks
2. Affidavit for Prop Ord. 26-04 Prohibiting Smoking and Vaping in Public Parks

PROPOSED ORDINANCE NO. 26-04

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, tobacco use causes death and disease and remains an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone;
- Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States;
- The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly $300 billion annually;
- Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States,
- Specifically, in Florida, 29.4% of cancer related deaths are attributable to smoking.
- Electronic vapor products have been found to contain nicotine, lead, formaldehyde, and thousands of other chemicals. These products damage DNA and harm parts of the brain responsible for learning and mental health; and

WHEREAS, secondhand smoke exposure is harmful and widespread, as evidenced by the following:

- Children exposed to secondhand tobacco smoke have an increased risk of sudden infant death syndrome, asthma, physical and cognitive developmental abnormalities, and cancer;
- The 2006 U.S. Surgeon General's report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke," concluded that there is no safe level of exposure to secondhand smoke;
- The World Health Organization in 2007 declared that there is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke;
- In Florida, 59% of children between the ages 11 and 17 report being exposed to secondhand smoke from cigarettes or electronic vapor products; and

WHEREAS, there is emerging evidence that exposure to the aerosol produced by a vapor-generating electronic device may be harmful, as evidenced by the following:

- E-cigarettes produce an aerosol that contains at least ten (10) chemicals known to cause cancer, birth defects, or other reproductive harm.
- Bystanders exposed to e-cigarette aerosol can also absorb its nicotine.
- The aerosol is made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke.
- Exposure to fine and ultrafine particles may exacerbate respiratory ailments like asthma, and constrict arteries which could trigger a heart attack; and

WHEREAS, tobacco waste is a major, consequential, and persistent source of litter, as evidenced by the following:

- The roughly 6.3 trillion cigarettes smoked globally each year result in 300 billion packs that produce almost 2 million tons of wastepaper, cellophane, foil, and glue as well as trillions of butts littered across roadways, sidewalks, parks, and other green spaces,
- Both tobacco industry and peer-reviewed research found that most smokers admit littering their cigarette butts, for example, one study found 74.1% of smokers admitted littering cigarette butts at least once in their life and 55.7% admitted to littering them in the past month,
- In an observational study of nearly 10,000 individuals, 65% of smokers disposed of their cigarette butts as litter,
- Cigarette butts are perennially the most common form of litter collected during cleanup programs worldwide. For example, in 2018, cigarette butts made up nearly 16% of all litter collected through cleanup programs in the U.S. (809,538 out of 5,106,515 items)
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean,
- As of August 2019, the U.S. Environmental Protection Agency recognizes nicotine containing vapor-generating electronic devices as acute hazardous waste when disposed properly; and

WHEREAS, cigarette butts, smokeless tobacco, and vapor-generating electronic devices pose a health threat of poisoning to young children, as evidenced by the following:

- In 2018, American poison control centers logged nearly 13,000 cases involving exposure to cigarettes, cigarette butts, vapor-generating electronic devices, or other tobacco products, and of these, more than 10,000 (79.0%) occurred in children aged 5 years and younger;
- Among the 10,266 cases of nicotine and tobacco product exposure recorded in 2018 among children 5 years of age and younger by American poison control centers, 50.3% involved cigarettes, 18.4% involved vapor-generation electronic devices, and 8.0% involved other tobacco products;

- The annual number of electronic cigarette exposure cases among children less than 5 years of age reported to American poison control centers increased from 10 to 2010 to 1,835 in 2018, a 14,015% increase; and
- Children who ingest tobacco products can experience vomiting, nausea, lethargy, and gagging, with e-liquids potentially posing a greater risk of toxicity or fatality through either ingestion or transdermal absorption; and

WHEREAS, in 2022, Florida Governor Ron DeSantis signed House Bill 105 into law, amending the Florida Clean Indoor Air Act to authorize cities and counties to restrict smoking on public beaches and in public parks; and

WHEREAS, the City Commission finds that this ordinance is in the best interests of public health and environmental protection for the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, IN SESSION DULY AND REGULARLY ASSEMBLED AS FOLLOWS:

SECTION 1. The above recitals are true and correct and by reference as the findings of the City Commission as if expressly set forth herein.

SECTION 2.

Section 28-1. Prohibiting smoking and Vaping in public parks owned or leased by the City of Kissimmee.

(1) Definitions Related to the Prohibition of Tobacco Products on City Property. The following words and phrase, whenever used in this ordinance shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) ***"Vapor-Generating Electronic Device"*** means any electronic device that can be used to deliver an aerosolized or vaporized substance to a person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

(b) ***"Park"*** means all public property specifically designated for outdoor recreational or park purposes and where children regularly congregate. "Outdoor recreational or park purposes" includes, but is not limited to, boating, golfing, camping, swimming, horseback riding, and archaeological, scenic, or scientific sites, and applies only to land that is open to the general public.

(c) ***"Smoking"*** means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted or heated tobacco product, whether natural or synthetic. For purposes of this policy only, "smoking" does not include the use of unfiltered cigars, pursuant to section 386.209, Florida Statutes.

(d) ***"Tobacco Product"*** means:

1. Any product containing, made, or derived from tobacco, nicotine, or nicotine analogues that is intended for human consumption or is reasonably likely to be consumed, whether inhaled, absorbed, or ingested by any means, including, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or snus;
2. Any vapor-generating electronic device, as defined in this [article/chapter], and any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine;
3. Any component, part, or accessory of a product described in above, whether or not such component, part, or accessory contains tobacco or nicotine, including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes; and
4. The term "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(e) ***"Tobacco Product Waste"*** means any material that remains and is regularly intended to be discarded after the use or consumption of a tobacco product. "Tobacco Product Waste" includes, but is not limited to, discarded cigarette filters or butts, cigar or cigarillo tips, cigarette packages, cigar or cigarillo wrappers, vapor-generating electronic devices of all types, vapor-generating electronic device cartridges or refill containers, plastic packaging, foil, and any other disposable tobacco product remnants or tobacco product packaging in any form.

(f) ***"Vape"*** or ***"Vaping"*** means to inhale or exhale vapor produced by a vapor-generating electronic device, or to possess a vapor-generating electronic device while it is actively employing electronic, chemical, or mechanical means to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device when it is not in active use.

(2) Prohibition of Smoking and Vaping in Recreational Areas. Smoking, vaping, and the use of all other tobacco products are prohibited in all parks and city-owned properties within the City of Kissimmee. The use of unfiltered cigars is exempt pursuant to section 386.209, Florida Statutes.

(3) Other Requirements and Prohibitions Related to Tobacco Products on City Property.

(a) No person shall dispose of tobacco product waste in any park or on any city-owned property.

(b) The City Manager, or their designee, shall post at least one clear, conspicuous, and unambiguous "No Smoking or Vaping" sign at each point of ingress to the area, and at least one additional conspicuous location where individuals regularly congregate (such as restrooms, playgrounds, or buildings) within each area where smoking and vaping are prohibited. For purposes of this section, the City Manager, or their designee, shall be responsible for posting signs in regulated facilities owned or leased, in whole or in part, by the City. Notwithstanding this provision, the presence or absence of signs shall not constitute a defense to a violation of any other provision of this ordinance.

(4) Compliance and Enforcement. The effectiveness of this policy relies on the consideration and cooperation of both tobacco users and non-users. Individuals found in violation of this policy shall be reminded and asked to comply. Persistent or intentional violations may result in the individual being asked to leave the park or city-owned property.

SECTION 3. This ordinance shall be codified and may be renumbered and cross-referenced to accomplish such codification.

SECTION 4. This ordinance shall take effect immediately upon adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

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aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street, Kissimmee, FL 34741
(407) 846-7600

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates. Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Publication Dates:
- Jan 29, 2026

Notice ID: 8MjQ81hAx27RgswCEVA1
Notice Name: COK ORDINANCE 26-04 - Prohibiting Smoking
PUBLICATION FEE: $62.79

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

Anjana Bhadoriya

_____
Agent

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Signed or attested before me on this: 01/30/2026

S Smith
_____
Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 3, 2026,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 17, 2026,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-04

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
January 29, 2026

ITEM 4.C

Public Hearing — Second and Final Reading — Proposed Ordinance #26-05 — Adding Criminal Background Checks to Verify Candidate's Qualification to Hold Office

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Request approval of Second and Final Reading of Proposed Ordinance #26-05, adding criminal background checks to verify candidates' qualifications to hold office.

Explanation

The City Commission has expressed a commitment to transparency, including transparency among all potential elected officials. The Commission believes that the citizens deserve full disclosure regarding those seeking public office and, accordingly, is proposing an amendment to the City Charter to require background checks for candidates running for office.

Under the proposed amendment, each candidate would be required to consent to a background check for the purpose of verifying the candidate's qualifications to hold office. No candidate would be disqualified from running for office without prior notice, an opportunity for a hearing, and clear and convincing evidence that the candidate does not meet the qualifications to hold office.

Recommendation

Approval of Second and Final Reading of Proposed Ordinance #26-05, adding criminal background checks to verify candidates' qualifications to hold office.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. (S) Prop Ord. 26-05 Adding background Checks to Qualifying Candidates
2. Affidavit for Prop Ord. 26-05 Adding background Checks to Qualifying Candidates

PROPOSED ORDINANCE NO. 26-05

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2, CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Chapter 2, City Commission, Section 7, Candidates to announce and qualify for particular office; deadline for qualification; method of qualifying; majority vote required for election; conduct of election; when candidate to take office.

Each candidate for the office of city commissioner and mayor-commissioner shall announce and qualify specifically for the particular seat by number for which he is a candidate, as provided by ordinance. Each candidate shall consent to a background check to verify the candidate's qualifications to hold office. No candidate shall be barred from running for office without notice, a hearing, and clear and convincing evidence that the candidate is not qualified to hold office. (A candidate shall qualify as set forth by resolution of the city commission.) The candidate receiving the majority of the votes cast shall be elected to that office. Each election shall be conducted as are now and hereafter provided by law. A candidate receiving a majority of votes in the general election shall take office at the city commission meeting following the formal certification of the election results. In the event that no candidate receives the majority of the votes cast at the election, then a runoff election, as provided in Article III, Chapter 1, Section 1, shall be held with the two candidates receiving the highest number of votes. In the general election, the winning candidate may be sworn in and take office at the same city commission meeting when the results are certified. A candidate shall qualify in accordance with Florida Statutes Section 99.093 or as otherwise set forth by resolution of the city commission.

Section 2. All Ordinances in conflict herewith are repealed

Section 3. This Ordinance shall be effective upon ratification by referendum

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

OSCEOLA
NEWS-GAZETTE
aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street, Kissimmee, FL 34741
(407) 846-7600

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates. Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Publication Dates:
- Jan 29, 2026

Notice ID: iT2ZQcgEbcGZQoF0ESxf
Notice Name: ORDINANCE 26-05 - Criminal Background Checks
PUBLICATION FEE: $70.51

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

Anjana Bhadoriya

_____
Agent

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Signed or attested before me on this: 01/30/2026

S Smith
_____
Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, February 3, 2026,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, February 17, 2026,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #26-05

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
January 29, 2026

ITEM 7.A
Approval of City Commission Minutes from the February 3, 2026, Meeting

Request

Approval of the February 3, 2026, commission meeting minutes.

Explanation

Minutes of the commission meeting held on February 3, 2026, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN FEB 03 2026

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 3, 2026 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo
Members Absent: Commissioner Janette Martinez

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Oath of Office for New Firefighters

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

Fire Chief Walls administered the Oaths of Office to Firefighters Isaias Chong, Ethan Aguilera, Siomara Collazo, Jose Herrera Ortiz, Fabio Elejalde, Edgar Ocampo Sanchez, Andrew Shweky, Adrian Schicatano, Jesus Ramirez, and Andy Garcia.

3.B Proclamation - Black History Month

To present a proclamation to the Artists of the 2026 Kissimmee City Hall Black History Month Exhibit in honor of Black History Month.

City Manager Steigerwald read a proclamation in honor of Black History Month as the Mayor and Commissioners presented the proclamation. Artists of the 2026 Kissimmee City Hall Black History Month Exhibit thanked the City for their support.

3.C Proclamation - Autism Acceptance and Awareness Month

To present a proclamation honoring Saqui Community, Inc., and Voices of Silence for their contributions to the autism community and in recognition of Autism Acceptance and Awareness Month, celebrated each April.

City Manager Steigerwald read a proclamation honoring Autism Acceptance and Awareness Month, as the Mayor and Commissioners presented it. Recipients from Saqui Community, Inc. and Voices of Silence thanked the City for its support.

3.D Employee of the Month for February

Staff requests that the City Commission join the City Manager in recognizing Kayla Smith of the Development Services Department as the Employee of the Month for February.

City Manager Steigerwald introduced Kayla Smith of the Development Services Department and reviewed the qualities and attributes that 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.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 25-05 - Amendments to the Comprehensive Plan per the findings of the 2025 Evaluation and Appraisal Report

AN ORDINANCE AMENDING AND REINSTATING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING LANGUAGE THROUGHOUT THE COMPREHENSIVE PLAN TO BE CONSISTENT WITH STATUTORY CHANGES AND CURRENT CITY REGULATION FOR COMPLIANCE WITH FLORIDA STATUTES; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

Approve Second and Final Reading of Proposed Ordinance #25-05 for the 2025 Evaluation and Appraisal Report (EAR) Amendments.

City Attorney Sanchez de Fuentes read Ordinance # 3130 by title. Senior Planner Ashley Cornelison presented the findings of the 2025 Evaluation and Appraisal Report as outlined in the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Mayor Espinosa moved to adopt Ordinance # 3130. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.B Public Hearing - First Reading - Proposed Ordinance #26-03 - Amending Term of Office of Commissioners

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading of the Proposed Ordinance #26-03 amending the charter to increase term limits to three consecutive terms.

City Attorney Sanchez de Fuentes read Proposed Ordinance #26-03 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

City Manager Steigerwald explained that the request would require a charter amendment and approval by the voters to change the charter from two to three consecutive four-year terms. If adopted on second reading, the measure would appear on the August ballot.

Commissioner Eady made a motion to approve the Public Hearing and First Reading of Proposed Ordinance #26-03. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

4.C Public Hearing - First Reading - Proposed Ordinance #26-04 - Prohibiting Smoking and Vaping in Public Parks

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Approval of the First Reading of the Proposed Ordinance #26-04 prohibiting smoking and vaping in public parks.

City Attorney Sanchez de Fuentes read Proposed Ordinance #26-04 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

The City Manager explained that a smoking prohibition city policy already exists. Adopting this measure, however, would make it law, and smokers would be asked to leave the parks.

Commissioner Alvarez made a motion to approve the Public Hearing and First Reading of Proposed Ordinance #26-04. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

4.D Public Hearing — First Reading — Proposed Ordinance #26-05 — Adding Criminal Background Checks to Verify Candidate's Qualification to Hold Office

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE’S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request approval of Proposed Ordinance #26-05, adding criminal background checks to verify candidates' qualifications to hold office.

City Attorney Sanchez de Fuentes read Proposed Ordinance #26-05 by title. Mayor Espinosa announced the Public Hearing, followed by brief comments from the audience. Further clarification was provided that the commission is not drug tested as a requirement for candidacy.

The City Manager reviewed the proposed charter change and explained that, if approved, it would be placed on the August ballot. The proposal would require candidates to undergo a criminal background check, with limited authority to disqualify candidates under state law.

The purpose of the requirement is to provide transparency regarding candidates' backgrounds for voters.

Mayor Espinosa made a motion to approve the Public Hearing and First Reading of Proposed Ordinance #26-05. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE *Anything requiring a vote will be heard at a later time.*
Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "A") were submitted, and speakers addressed topics including alleged retaliation and Business Boost 2.0, positive highlights of the City's School of Government Program, and a potential ethics concern raised involving the procedure for a commissioner's abstention due to a voting conflict at a prior meeting.

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

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

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the January 20, 2026 Meeting
Approval of the January 20, 2026 Commission meeting minutes.

7.B Authorization to Accept the 2025-2026 Victims of Crime Act (VOCA) Grant Funding
Request approval for the Victim of Crimes Act grant (Grant VOCA26) from the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grants Management, in the amount of $56,001.

7.C Approval to purchase of firefighter protective gear from Bennett Fire Products Company, LLC
Request approval to purchase firefighter protective gear from Bennett Fire Products Company, LLC, under existing Contract #20260063, including turnout gear for new hires and replacement sets, and authorize the City Manager to approve additional quotes within the approved purchasing authority.

7.D Authorization to Submit Application for 2026-27 VOCA Grant
Request approval to submit an application to the Office of the Attorney General for the Victims of Crimes Act (VOCA27) grant for fiscal year 2026-2027.

7.E Authorization to Negotiate Construction Engineering Inspection Services
Request approval to begin contract negotiations with the top-ranked firms for Construction Engineering Inspection (CEI) Services, following completion of the Request for Qualifications (RFQ) selection process (RFQ2025-003).

7.F Hoagland Boulevard Transportation Planning Study
Request authorization to issue a Task Work Order (TWO) under the existing Continuing Professional Engineering Services Contract with Kimley-Horn and Associates, Inc. (Contract #20260145), in the amount of $426,330, for the Hoagland Boulevard from US-192 to Carroll Street Transportation Planning Study, and authorize the City Manager or its

designee to sign any additional documents or change orders needed to carry out the terms of this TWO.

7.G Construction Inspection Services for Woodside Drainage Phase 2

Request approval to establish a Construction Engineering Inspection (CEI) Professional Services Agreement with Hill International, Inc. for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project (Contract #20260146), totaling $931,691.34. Authorization is also sought for the City Manager or designee to sign the agreement and any related documents or change orders needed to implement this contract.

7.H Acceptance of Additional Funding from the Resilient Florida Grant Program

Request approval to accept an additional $79,312 in Federal grant funding awarded for extra work on the comprehensive inland vulnerability assessment project, and to amend the budget to reflect the funding received (Grant #CVA 24).

7.I Disposal of City Assets

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

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (DKCRA) Approval of Reimbursement to Azure Hotel International, Inc. For the Demolition of the Civic Center

Request approval for reimbursement to Azure for the Civic Center demolition, not to exceed $400,000, and authorize staff to sign any documents needed to carry out this action.

CRA Manager Samia Singleton reviewed the agenda item and explained the need for the demolition to proceed with the hotel development on the site. The City Manager clarified that the bond must be posted first, followed by issuance of the demolition permit.

Chairwoman Espinosa made a motion to approve. Board Member Alvarez seconded the motion.

AYE: Board Member Alvarez, Board Member Eady, Chairwoman Espinosa, Board Member Ortiz
NAY: None

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Advisory Board Vacancy: Parks and Recreation Advisory Board

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

Commissioner Ortiz made a motion to appoint Jordan Rivera to the Parks and Recreation Advisory Board. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided an update on the upcoming Art in the Park event.

9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes responded to the public comment concerning the abstention from voting at the previous meeting.

9.C CITY COMMISSION

Mayor Espinosa discussed expanding cold-weather shelter options and highlighted a local church's need. The Reverend of the establishment briefly spoke about the church's mission. Mayor Espinosa proposed a meeting to explore a long-term partnership, and the City Manager noted available social-services funding with the possibility of a mutual agreement.

Mayor Espinosa distributed a 10-year budget overview of the City Attorney's Office (Exhibit "B") for review and stated she has called for the city attorney's resignation, citing performance and budgeting concerns. She opened the floor for further discussion, and the commission engaged with one another, the city attorney and the city manager on matters such as the city attorney's at-will contract, severance terms, budget, and potential resignation in lieu of termination, with settlement negotiations being handled by legal counsel.

Mayor Espinosa made a motion to terminate the City Attorney. Commissioner Ortiz seconded the motion.

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

Motion carried 3 - 1.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:21 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "A"

DATE: 1-13-26

AGENDA ITEM #: 4D

NON-AGENDA ITEM:

NAME: Melvin Muhammad

ADDRESS: 1011 N Hoagland **CITY:** Kiss **STATE:** FL **ZIP:** 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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 3 MINUTES TO VOICE YOUR OPINION. ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

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

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/3/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Stephanie

ADDRESS: 1715 Sunny St **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

Im giving my 3 minutes to Lillian Evans. If not, I will use my 3 minutes

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2-3-26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Madelin Casiano

ADDRESS: 4030 Tuckerbag **CITY:** St cloud **STATE:** FL **ZIP:** 34772

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2-3-26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Juslene Acosta

ADDRESS: 4030 Tucker Ave **CITY:** St Cloud **STATE:** FL **ZIP:** 34772

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/3/2024

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway St #304 **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [x] NEUTRAL

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 6/3/26

AGENDA ITEM #:

NON-AGENDA ITEM:

NAME: Lillian

ADDRESS: Sunny **CITY:** Kiss **STATE:** FL **ZIP:** 34746

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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 3 MINUTES TO VOICE YOUR OPINION. ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

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

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/03/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Jordan Rivera

ADDRESS: 1912 Ernest St **CITY:** Kissimmee **STATE:** FL **ZIP:** 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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EXHIBIT "B"

RECORD COPY

City Attorney's Office
10 Year Budget Review

Total Budget Vs.Total Actual Expenditures

	Revised Budget	Actual	Budget Overage
FY2026	$ 1,625,111	$ 267,675	$ 1,357,436
FY2025	$ 1,908,302	$ 997,269	$ 911,033
FY2024	$ 1,631,305	$ 901,323	$ 729,983
FY2023	$ 1,380,681	$ 856,410	$ 524,271
FY2022	$ 1,145,768	$ 761,472	$ 384,296
FY2021	$ 985,833	$ 772,093	$ 213,740
FY2020	$ 1,339,375	$ 688,678	$ 650,697
FY2019	$ 1,059,973	$ 704,609	$ 355,364
FY2018	$ 1,009,048	$ 852,958	$ 156,090
FY2017	$ 1,651,663	$ 870,429	$ 781,234
FY2016	$ 798,632	$ 648,761	$ 149,871
Totals	**$ 14,535,691**	**$ 8,321,677**	**$ 6,214,014**

	Outside Legal Fees
	Actual
FY26	$ 44,711.00
FY25	$ 198,377.00
FY24	$ 164,562.41
FY23	$ 176,967.20
FY22	$ 215,394.74
FY21	$ 228,038.19
FY20	$ 369,247.77
FY19	$ 403,442.59
FY18	$ 485,857.37
FY17	$ 425,074.63
FY16	$ 233,542.46
Total	$ 2,945,215.36

Note: City Attorney Office over a decade did mid-year Budget Increases which were not warranted per prior year expenditure trends thus overstating their budget by over $6.2 Million Dollars. **This means the city overstated or overcharged taxpayers $6.2 Million over the last 10 years.**

Outside legal fees are capture in both the City Attorney and City Manager's Professional SVS expenditures.

City Attorney Budget To Actual Report - FY 2026

Org	Object	Description	2026 Original Budget	2026 Revised Budget	2026 Actual	2026 Available	2026 Percent
00105101	501212	REGULAR SALARIES & WAGES	619,093.00	619,093.00	189,333.76	429,759.24	30.58
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	19,080.00	19,080.00	9,071.40	10,008.60	47.54
00105101	502121	FICA TAXES	45,242.00	45,242.00	11,343.74	33,898.26	25.07
00105101	502222	RETIREMENT CONTRIBUTIONS	100,355.00	100,355.00	0.00	100,355.00	0.00
00105101	502323	LIFE AND HEALTH INSURANCE	81,489.00	81,489.00	25,399.74	56,089.26	31.17
00105101	502424	WORKERS' COMPENSATION	700.00	700.00	0.00	700.00	0.00
00105201	501212	REGULAR SALARIES & WAGES	46,955.00	46,955.00	14,361.28	32,593.72	30.59
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	710.73	-710.73	0.00
00105201	502121	FICA TAXES	3,592.00	3,592.00	1,153.01	2,438.99	32.10
00105201	502222	RETIREMENT CONTRIBUTIONS	7,611.00	7,611.00	0.00	7,611.00	0.00
00105201	502323	LIFE AND HEALTH INSURANCE	17,464.00	17,464.00	5,432.88	12,031.12	31.11
00105201	502424	WORKERS' COMPENSATION	70.00	70.00	0.00	70.00	0.00
		Total Personal Services	941,651.00	941,651.00	256,806.54	684,844.46	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	627,500.00	711.00	626,789.00	0.11
00105103	503434	OTHER CONTRACT SERVICES	41,200.00	41,200.00	72.48	41,127.52	0.18
00105103	504041	TRAVEL AND PER DIEM	8,920.00	8,920.00	337.20	8,582.80	3.78
00105103	504141	COMMUNICATION SERVICES	1,560.00	1,560.00	310.56	1,249.44	19.91
00105103	504242	POSTAGE	600.00	600.00	14.32	585.68	2.39
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	25,314.00	25,314.00	0.00	25,314.00	0.00
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	455.00	455.00	0.00	455.00	0.00
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-96,097.00	-96,097.00	0.00	-96,097.00	0.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	194.85	2,305.15	7.79
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00
00105103	505256	TECHNOLOGY EQUIPMENT	4,500.00	4,500.00	0.00	4,500.00	0.00

City Attorney Budget To Actual Report - FY 2025

Org	Object	Description	2025 Original Budget	2025 Revised Budget	2025 Actual	2025 Available	2025 Percent
00105101	501212	REGULAR SALARIES & WAGES	585,790.00	585,790.00	592,942.88	-7,152.88	101.22
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,780.00	18,780.00	21,635.06	-2,855.06	115.20
00105101	502121	FICA TAXES	46,250.00	46,250.00	42,504.70	3,745.30	91.90
00105101	502222	RETIREMENT CONTRIBUTIONS	98,258.00	98,258.00	99,110.89	-852.89	100.87
00105101	502323	LIFE AND HEALTH INSURANCE	66,155.00	66,155.00	77,688.92	-11,533.92	117.43
00105101	502424	WORKERS' COMPENSATION	780.00	780.00	780.00	0.00	100.00
00105201	501212	REGULAR SALARIES & WAGES	45,136.00	45,136.00	45,045.38	90.62	99.80
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	500.00	-500.00	0.00
00105201	502121	FICA TAXES	3,453.00	3,453.00	3,484.23	-31.23	100.90
00105201	502222	RETIREMENT CONTRIBUTIONS	7,572.00	7,572.00	7,555.09	16.91	99.78
00105201	502323	LIFE AND HEALTH INSURANCE	15,114.00	15,114.00	16,833.00	-1,719.00	111.37
00105201	502424	WORKERS' COMPENSATION	73.00	73.00	72.96	0.04	99.95
		Total Personal Services	887,361.00	887,361.00	908,153.11	-20,792.11	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	894,446.00	108,434.38	786,011.62	12.12
00105103	503434	OTHER CONTRACT SERVICES	41,000.00	120,661.00	11,812.54	108,848.46	9.79
00105103	504041	TRAVEL AND PER DIEM	6,920.00	6,920.00	4,339.49	2,580.51	62.71
00105103	504141	COMMUNICATION SERVICES	1,080.00	1,350.00	1,138.32	211.68	84.32
00105103	504242	POSTAGE	600.00	600.00	367.85	232.15	61.31
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	18,788.00	18,788.00	18,792.00	-4.00	100.02
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	455.00	455.00	155.84	299.16	34.25
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-98,684.00	-98,684.00	-98,684.04	0.04	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	311.07	2,188.93	12.44
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	392.00	391.74	0.26	99.93
00105103	505256	TECHNOLOGY EQUIPMENT	4,400.00	9,400.00	1,325.44	8,074.56	14.10

City Attorney Budget To Actual Report - FY 2024

Org	Object	Description	2024 Original Budget	2024 Revised Budget	2024 Actual	2024 Available	2024 Percent
00105101	501212	REGULAR SALARIES & WAGES	527,530.00	527,530.00	555,664.05	-28,134.05	105.33
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,780.00	18,780.00	19,920.06	-1,140.06	106.07
00105101	502121	FICA TAXES	41,793.00	41,793.00	40,114.92	1,678.08	95.98
00105101	502222	RETIREMENT CONTRIBUTIONS	80,754.00	80,754.00	93,429.13	-12,675.13	115.70
00105101	502323	LIFE AND HEALTH INSURANCE	61,888.00	61,888.00	67,395.37	-5,507.37	108.90
00105101	502424	WORKERS' COMPENSATION	721.00	721.00	720.96	0.04	99.99
00105201	501212	REGULAR SALARIES & WAGES	40,706.00	40,706.00	42,860.01	-2,154.01	105.29
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	285.00	-285.00	0.00
00105201	502121	FICA TAXES	3,114.00	3,114.00	3,300.59	-186.59	105.99
00105201	502222	RETIREMENT CONTRIBUTIONS	6,482.00	6,482.00	7,199.72	-717.72	111.07
00105201	502323	LIFE AND HEALTH INSURANCE	13,877.00	13,877.00	14,968.97	-1,091.97	107.87
00105201	502424	WORKERS' COMPENSATION	66.00	66.00	66.00	0.00	100.00
		Total Personal Services	795,711.00	795,711.00	845,924.78	-50,213.78	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	702,362.00	38,145.34	664,216.66	5.43
00105103	503434	OTHER CONTRACT SERVICES	41,000.00	124,280.00	43,226.46	81,053.54	34.78
00105103	504041	TRAVEL AND PER DIEM	6,200.00	10,700.00	5,304.12	5,395.88	49.57
00105103	504141	COMMUNICATION SERVICES	1,080.00	1,271.00	1,271.00	0.00	100.00
00105103	504242	POSTAGE	600.00	600.00	332.16	267.84	55.36
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	17,876.00	17,876.00	17,880.00	-4.00	100.02
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	174.23	100.77	63.36
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-91,381.00	-91,381.00	-91,380.96	-0.04	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,256.00	1,431.08	824.92	63.43
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	-599.00	599.00	0.00
00105103	505256	TECHNOLOGY EQUIPMENT	4,400.00	4,644.00	4,643.68	0.32	99.99

City Attorney Budget To Actual Report - FY 2023

Org	Object	Description	2023 Original Budget	2023 Revised Budget	2023 Actual	2023 Available	2023 Percent
00105101	501212	REGULAR SALARIES & WAGES	495,872.00	495,872.00	492,238.40	3,633.60	99.27
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,108.00	18,108.00	65,297.56	-47,189.56	360.60
00105101	502121	FICA TAXES	36,668.00	36,668.00	35,138.03	1,529.97	95.83
00105101	502222	RETIREMENT CONTRIBUTIONS	77,477.00	77,477.00	87,739.72	-10,262.72	113.25
00105101	502323	LIFE AND HEALTH INSURANCE	61,202.00	61,202.00	65,165.31	-3,963.31	106.48
00105101	502424	WORKERS' COMPENSATION	708.00	708.00	708.00	0.00	100.00
00105201	501212	REGULAR SALARIES & WAGES	41,808.00	41,808.00	40,164.24	1,643.76	96.07
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	107.50	-107.50	0.00
00105201	502121	FICA TAXES	3,207.00	3,207.00	3,078.50	128.50	95.99
00105201	502222	RETIREMENT CONTRIBUTIONS	6,532.00	6,532.00	7,397.52	-865.52	113.25
00105201	502323	LIFE AND HEALTH INSURANCE	14,389.00	14,389.00	14,025.59	363.41	97.47
00105201	502424	WORKERS' COMPENSATION	71.00	71.00	71.04	-0.04	100.06
		Total Personal Services	756,042.00	756,042.00	811,131.41	-55,089.41	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	548,546.00	77,183.36	471,362.64	14.07
00105103	503434	OTHER CONTRACT SERVICES	41,000.00	85,711.00	2,239.94	83,471.06	2.61
00105103	504041	TRAVEL AND PER DIEM	6,200.00	6,200.00	3,830.84	2,369.16	61.79
00105103	504141	COMMUNICATION SERVICES	1,560.00	1,560.00	1,343.00	217.00	86.09
00105103	504242	POSTAGE	600.00	600.00	199.87	400.13	33.31
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	14,219.00	14,219.00	14,220.00	-1.00	100.01
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	0.00	275.00	0.00
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-92,606.00	-92,606.00	-92,606.04	0.04	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	763.12	1,736.88	30.52
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	1,900.00	1,900.00	16.99	1,883.01	0.89
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00

City Attorney Budget To Actual Report - FY 2022

ORG	OBJECT	ACCT DESCRIPTION	2022 ORIGINAL BUDGET	2022 REVISED BUDGET	2022 ACTUAL	2022 AVAILABLE	2022 PERCENT
00105101	501212	REGULAR SALARIES & WAGES	468,093.00	468,093.00	460,091.76	8,001.24	98.29
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,000.00	18,000.00	18,947.56	-947.56	105.26
00105101	502121	FICA TAXES	37,186.00	37,186.00	33,112.78	4,073.22	89.05
00105101	502222	RETIREMENT CONTRIBUTIONS	74,452.00	74,452.00	85,732.13	-11,280.13	115.15
00105101	502323	LIFE AND HEALTH INSURANCE	56,555.00	56,555.00	56,555.00	0.00	100.00
00105101	502424	WORKERS' COMPENSATION	1,003.00	1,003.00	1,002.96	0.04	100.00
00105201	501212	REGULAR SALARIES & WAGES	39,720.00	39,720.00	32,143.16	7,576.84	80.92
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	215.00	-215.00	0.00
00105201	502121	FICA TAXES	3,039.00	3,039.00	2,234.61	804.39	73.53
00105201	502222	RETIREMENT CONTRIBUTIONS	6,318.00	6,318.00	7,274.81	-956.81	115.14
00105201	502323	LIFE AND HEALTH INSURANCE	13,931.00	13,931.00	13,931.00	0.00	100.00
00105201	502424	WORKERS' COMPENSATION	99.00	99.00	99.00	0.00	100.00
		Total Personal Services	**718,396.00**	**718,396.00**	**711,339.77**	**7,056.23**	
00105103	503131	PROFESSIONAL SERVICES	235,000.00	383,599.00	70,552.32	313,046.68	18.39
00105103	503434	OTHER CONTRACT SERVICES	31,000.00	56,822.00	12,110.31	44,711.69	21.31
00105103	504041	TRAVEL AND PER DIEM	6,800.00	6,800.00	5,847.24	952.76	85.99
00105103	504141	COMMUNICATION SERVICES	1,620.00	1,620.00	1,545.25	74.75	95.39
00105103	504242	POSTAGE	600.00	600.00	373.46	226.54	62.24
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	13,831.00	13,831.00	13,836.00	-5.00	100.04
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	19.25	255.75	7.00
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-88,580.00	-88,580.00	-88,584.00	4.00	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	1,309.40	1,190.60	52.38
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	1,000.00	1,325.00	456.97	868.03	34.49
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00

City Attorney Budget To Actual Report - FY 2021

ORG	OBJECT	ACCT DESCRIPTION	2021 ORIGINAL BUDGET	2021 REVISED BUDGET	2021 ACTUAL	2021 AVAILABLE	2021 PERCENT
00105101	501212	REGULAR SALARIES & WAGES	443,092.00	443,092.00	440,883.80	2,208.20	99.50
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,000.00	18,000.00	17,330.76	669.24	96.28
00105101	502121	FICA TAXES	35,274.00	35,274.00	31,243.61	4,030.39	88.57
00105101	502222	RETIREMENT CONTRIBUTIONS	71,207.00	71,207.00	71,407.76	-200.76	100.28
00105101	502323	LIFE AND HEALTH INSURANCE	56,488.00	56,488.00	56,488.00	0.00	100.00
00105101	502424	WORKERS' COMPENSATION	946.00	946.00	945.96	0.04	100.00
00105201	501212	REGULAR SALARIES & WAGES	41,347.00	41,347.00	34,612.48	6,734.52	83.71
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	0.00	0.00	0.00
00105201	502121	FICA TAXES	3,163.00	3,163.00	2,359.89	803.11	74.61
00105201	502222	RETIREMENT CONTRIBUTIONS	6,645.00	6,645.00	6,663.44	-18.44	100.28
00105201	502323	LIFE AND HEALTH INSURANCE	13,937.00	13,937.00	13,937.00	0.00	100.00
00105201	502424	WORKERS' COMPENSATION	103.00	103.00	102.96	0.04	99.96
		Total Personal Services	**690,202.00**	**690,202.00**	**675,975.66**	**14,226.34**	
00105103	503131	PROFESSIONAL SERVICES	235,000.00	250,195.00	94,250.37	155,944.63	37.67
00105103	503434	OTHER CONTRACT SERVICES	31,000.00	58,395.00	32,572.60	25,822.40	55.78
00105103	504041	TRAVEL AND PER DIEM	6,200.00	6,200.00	4,096.97	2,103.03	66.08
00105103	504141	COMMUNICATION SERVICES	2,160.00	2,160.00	1,675.48	484.52	77.57
00105103	504242	POSTAGE	600.00	600.00	137.67	462.33	22.95
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	14,886.00	14,886.00	14,892.00	-6.00	100.04
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	17.00	258.00	6.18
00105103	504901	ADVERTISING	0.00	360.00	354.00	6.00	98.33
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-84,625.00	-84,625.00	-84,624.00	-1.00	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	1,052.39	1,447.61	42.10
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	365.00	460.00	458.56	1.44	99.69
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00

City Attorney Budget To Actual Report - FY 2020

ORG	OBJECT	ACCT DESCRIPTION	2020 ORIGINAL BUDGET	2020 REVISED BUDGET	2020 ACTUAL	2020 ENCUMBRANCES	2020 AVAILABLE	2020 PERCENT
00105101	501212	REGULAR SALARIES & WAGES	453,285.00	453,285.00	451,675.40	0.00	1,609.60	99.64
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	64,000.00	64,860.00	17,789.10	0.00	47,070.90	27.43
00105101	502121	FICA TAXES	36,053.00	36,119.00	31,666.86	0.00	4,452.14	87.67
00105101	502222	RETIREMENT CONTRIBUTIONS	66,647.00	66,647.00	65,695.49	0.00	951.51	98.57
00105101	502323	LIFE AND HEALTH INSURANCE	49,643.00	49,643.00	49,643.00	0.00	0.00	100.00
00105101	502424	WORKERS' COMPENSATION	967.00	967.00	970.32	0.00	-3.32	100.34
00105201	501212	REGULAR SALARIES & WAGES	40,119.00	40,119.00	40,057.36	0.00	61.64	99.85
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	215.00	290.00	0.00	-75.00	134.88
00105201	502121	FICA TAXES	3,069.00	3,085.00	3,081.61	0.00	3.39	99.89
00105201	502222	RETIREMENT CONTRIBUTIONS	5,899.00	5,899.00	6,003.61	0.00	-104.61	101.77
00105201	502323	LIFE AND HEALTH INSURANCE	12,215.00	12,215.00	12,215.00	0.00	0.00	100.00
00105201	502424	WORKERS' COMPENSATION	100.00	100.00	97.32	0.00	2.68	97.32
		Total Personal Services	731,997.00	733,154.00	679,185.07	0.00	53,968.93	
00105103	503131	PROFESSIONAL SERVICES	235,000.00	508,184.00	47,199.27	-21,062.35	482,047.08	5.14
00105103	503434	OTHER CONTRACT SERVICES	31,000.00	69,147.00	8,372.18	0.00	60,774.82	12.11
00105103	504041	TRAVEL AND PER DIEM	6,200.00	6,200.00	457.29	0.00	5,742.71	7.38
00105103	504141	COMMUNICATION SERVICES	1,620.00	1,620.00	2,220.49	0.00	-600.49	137.07
00105103	504242	POSTAGE	600.00	600.00	278.87	0.00	321.13	46.48
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	13,635.00	13,635.00	13,632.00	0.00	3.00	99.98
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	416.33	0.00	-416.33	0.00
00105103	504747	PRINTING	275.00	275.00	66.60	0.00	208.40	24.22
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-95,258.00	-95,258.00	-95,256.00	0.00	-2.00	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	1,826.12	0.00	673.88	73.04
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	730.00	730.00	1,080.96	0.00	-350.96	148.08
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505454	BOOKS & PUBLICATIONS	19,660.00	19,660.00	17,049.81	0.00	2,610.19	86.72
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	6,425.00	6,425.00	6,441.71	0.00	-16.71	100.26
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505555	TRAINING	3,050.00	3,050.00	1,890.00	0.00	1,160.00	61.97
00105203	503131	PROFESSIONAL SERVICES	31,000.00	61,393.00	525.00	0.00	60,868.00	0.86

City of Kissimmee

Budget To Actuals Statement Report
Report Option: Income Statement
From Date: 10/01/2018 To Date: 09/30/2019
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	422,627.00	422,627.00	426,703.92	426,703.92	0.00	426,703.92	-4,076.92	-1.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	9,521.00	10,381.00	7,817.06	7,817.06	0.00	7,817.06	2,563.94	25.00%
	0001-05-0510-514-5002121	FICA TAXES	33,059.00	33,125.00	28,302.50	28,302.50	0.00	28,302.50	4,822.50	15.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	62,073.00	62,073.00	62,073.26	62,073.26	0.00	62,073.26	-0.26	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	47,329.00	47,329.00	47,329.00	47,329.00	0.00	47,329.00	0.00	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	901.00	901.00	900.00	900.00	0.00	900.00	1.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	34,630.00	34,630.00	34,963.35	34,963.35	0.00	34,963.35	-333.35	-1.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	215.00	215.00	215.00	0.00	215.00	0.00	0.00%
	0001-05-0520-514-5002121	FICA TAXES	2,649.00	2,665.00	2,686.27	2,686.27	0.00	2,686.27	-21.27	-1.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	5,086.00	5,086.00	5,086.23	5,086.23	0.00	5,086.23	-0.23	0.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	11,642.00	11,642.00	11,642.00	11,642.00	0.00	11,642.00	0.00	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	87.00	87.00	84.00	84.00	0.00	84.00	3.00	3.00%
SubTotal : PERSONAL SERVICES			629,604.00	630,761.00	627,802.59	627,802.59	0.00	627,802.59	2,958.41	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	235,000.00	367,655.00	93,047.82	93,047.82	0.00	93,047.82	274,607.18	75.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	31,000.00	48,301.00	10,011.19	10,011.19	0.00	10,011.19	38,289.81	79.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	6,200.00	6,200.00	2,074.94	2,074.94	0.00	2,074.94	4,125.06	67.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	2,436.00	3,186.00	3,021.01	3,021.01	0.00	3,021.01	164.99	5.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	278.00	243.85	243.85	0.00	243.85	34.15	12.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	13,564.00	13,564.00	13,560.00	13,560.00	0.00	13,560.00	4.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	3,500.00	3,500.00	3,291.79	3,291.79	0.00	3,291.79	208.21	6.00%
	0001-05-0510-514-5004747	PRINTING	275.00	275.00	0.00	0.00	0.00	0.00	275.00	100.00%

City of Kissimmee

Budget To Actuals Statement Report
Report Option: Income Statement
From Date: 10/01/2017 To Date: 09/30/2018
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	403,027.00	403,027.00	396,120.62	396,120.62	0.00	396,120.62	6,906.38	2.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	4,256.00	4,856.00	3,128.34	3,128.34	0.00	3,128.34	1,727.66	36.00%
	0001-05-0510-514-5002121	FICA TAXES	31,157.00	31,203.00	25,872.09	25,872.09	0.00	25,872.09	5,330.91	17.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	59,833.00	59,833.00	59,917.13	59,917.13	0.00	59,917.13	-84.13	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	45,257.00	45,257.00	45,256.98	45,256.98	0.00	45,256.98	0.02	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	862.00	862.00	864.00	864.00	0.00	864.00	-2.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	32,930.00	32,930.00	32,950.33	32,950.33	0.00	32,950.33	-20.33	0.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	150.00	150.00	150.00	0.00	150.00	0.00	0.00%
	0001-05-0520-514-5002121	FICA TAXES	2,519.00	2,530.00	2,527.23	2,527.23	0.00	2,527.23	2.77	0.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	4,889.00	4,889.00	4,898.79	4,898.79	0.00	4,898.79	-9.79	0.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	11,132.00	11,132.00	11,131.84	11,131.84	0.00	11,131.84	0.16	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	82.00	82.00	84.00	84.00	0.00	84.00	-2.00	-2.00%
SubTotal : PERSONAL SERVICES			595,944.00	596,751.00	582,901.35	582,901.35	0.00	582,901.35	13,849.65	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	235,000.00	303,931.00	219,129.44	219,129.44	0.00	219,129.44	84,801.56	28.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	20,400.00	71,583.00	53,632.00	53,632.00	0.00	53,632.00	17,951.00	25.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	16,200.00	16,200.00	5,067.98	5,067.98	0.00	5,067.98	11,132.02	69.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	2,436.00	2,436.00	2,322.02	2,322.02	0.00	2,322.02	113.98	5.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	1,100.00	682.12	682.12	0.00	682.12	417.88	38.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	14,840.00	14,840.00	14,844.00	14,844.00	0.00	14,844.00	-4.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	2,500.00	2,500.00	2,767.73	2,767.73	0.00	2,767.73	-267.73	-11.00%
	0001-05-0510-514-5004747	PRINTING	250.00	250.00	0.00	0.00	0.00	0.00	250.00	100.00%

City of Kissimmee

Budget To Actuals Statement Report

Report Option: Income Statement
From Date: 10/01/2016 To Date: 09/30/2017
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	383,835.00	383,835.00	384,345.94	384,345.94	0.00	384,345.94	-510.94	0.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	4,746.00	5,346.00	4,855.04	4,855.04	0.00	4,855.04	490.96	9.00%
	0001-05-0510-514-5002121	FICA TAXES	29,726.00	29,772.00	25,307.01	25,307.01	0.00	25,307.01	4,464.99	15.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	53,720.00	53,720.00	53,645.00	53,645.00	0.00	53,645.00	75.00	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	44,430.00	44,430.00	44,430.15	44,430.15	0.00	44,430.15	-0.15	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	824.00	824.00	828.00	828.00	0.00	828.00	-4.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	37,493.00	37,493.00	30,966.94	30,966.94	0.00	30,966.94	6,526.06	17.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	150.00	75.00	75.00	0.00	75.00	75.00	50.00%
	0001-05-0520-514-5002121	FICA TAXES	2,868.00	2,879.00	2,369.59	2,369.59	0.00	2,369.59	509.41	18.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	5,247.00	5,247.00	4,383.00	4,383.00	0.00	4,383.00	864.00	16.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	10,937.00	10,937.00	10,936.75	10,936.75	0.00	10,936.75	0.25	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	97.00	97.00	96.00	96.00	0.00	96.00	1.00	1.00%
SubTotal : PERSONAL SERVICES			573,923.00	574,730.00	562,238.42	562,238.42	0.00	562,238.42	12,491.58	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	1,029,000.00	954,300.00	232,368.35	232,368.35	0.00	232,368.35	721,931.65	76.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	20,400.00	30,400.00	19,216.86	19,216.86	0.00	19,216.86	11,183.14	37.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	14,200.00	14,200.00	9,457.65	9,457.65	0.00	9,457.65	4,742.35	33.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	2,436.00	2,436.00	2,346.23	2,346.23	0.00	2,346.23	89.77	4.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	600.00	335.03	335.03	0.00	335.03	264.97	44.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	15,331.00	15,331.00	15,336.00	15,336.00	0.00	15,336.00	-5.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	1,500.00	3,000.00	3,818.50	3,818.50	0.00	3,818.50	-818.50	-27.00%
	0001-05-0510-514-5004747	PRINTING	250.00	250.00	17.25	17.25	0.00	17.25	232.75	93.00%

City of Kissimmee

Budget To Actuals Statement Report

Report Option: Income Statement
From Date: 10/01/2015 To Date: 09/30/2016
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	372,517.00	372,517.00	354,358.35	354,358.35	0.00	354,358.35	18,158.65	5.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	4,458.00	4,908.00	4,438.00	4,438.00	0.00	4,438.00	470.00	10.00%
	0001-05-0510-514-5002121	FICA TAXES	28,839.00	28,873.00	23,513.33	23,513.33	0.00	23,513.33	5,359.67	19.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	51,483.00	51,483.00	51,483.00	51,483.00	0.00	51,483.00	0.00	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	44,781.00	44,781.00	44,780.93	44,780.93	0.00	44,780.93	0.07	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	1,006.00	1,006.00	1,008.00	1,008.00	0.00	1,008.00	-2.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	35,694.00	35,694.00	21,101.36	21,101.36	0.00	21,101.36	14,592.64	41.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	150.00	150.00	150.00	0.00	150.00	0.00	0.00%
	0001-05-0520-514-5002121	FICA TAXES	2,731.00	2,742.00	1,624.96	1,624.96	0.00	1,624.96	1,117.04	41.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	4,896.00	4,896.00	4,896.00	4,896.00	0.00	4,896.00	0.00	0.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	10,966.00	10,966.00	10,965.80	10,965.80	0.00	10,965.80	0.20	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	96.00	96.00	96.00	96.00	0.00	96.00	0.00	0.00%
SubTotal : PERSONAL SERVICES			557,467.00	558,112.00	518,415.73	518,415.73	0.00	518,415.73	39,696.27	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	210,000.00	210,085.00	125,143.27	125,143.27	0.00	125,143.27	84,941.73	40.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	20,400.00	20,400.00	14,194.87	14,194.87	0.00	14,194.87	6,205.13	30.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	9,200.00	9,200.00	9,645.70	9,645.70	0.00	9,645.70	-445.70	-5.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	3,132.00	3,132.00	2,199.89	2,199.89	0.00	2,199.89	932.11	30.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	600.00	537.53	537.53	0.00	537.53	62.47	10.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	13,031.00	13,031.00	13,032.00	13,032.00	0.00	13,032.00	-1.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	1,500.00	1,500.00	1,320.07	1,320.07	0.00	1,320.07	179.93	12.00%
	0001-05-0510-514-5004747	PRINTING	150.00	150.00	22.50	22.50	0.00	22.50	127.50	85.00%

Department	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
City Attorney	86,337.08	44,750.28	108,386.80	96,987.36	42,864.80	66,990.69	79,971.24	56,644.03	39,337.41	66,197.00	711.00	689,177.69
City Manager	60,000.00	92,913.19	85,740.31	119,392.38	121,681.47	120,135.00	125,225.00	120,323.17	125,225.00	132,180.00	44,000.00	1,146,815.52
Development Services	1,300.00	1,567.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,867.50
Economic Development/CRA	206.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206.25
Human Resources	9,298.96	6,048.94	12,131.18	11,817.48	1,462.25	0.00	0.00	0.00	0.00	0.00	0.00	40,758.81
Parks & Recreation	71,020.30	231,225.54	127,782.60	42,125.00	36,925.93	325.00	0.00	0.00	0.00	0.00	0.00	509,404.37
Public Works	5,379.87	48,569.18	151,816.48	133,120.37	166,313.32	40,588.50	10,198.50	0.00	0.00	0.00	0.00	555,986.22
Total	233,542.46	425,074.63	485,857.37	403,442.59	369,247.77	228,039.19	215,394.74	176,967.20	164,562.41	198,377.00	44,711.00	2,945,216.36

Outside Legal Counsel Expenditures

ITEM 7.B
Purchase of SCBA Cascade and Fill Station from Compressed Air Supplies & Equipment, Inc.

Request

Request approval to purchase a Self-Contained Breathing Apparatus (SCBA) cascade and fill station from Compressed Air Supplies & Equipment, Inc. (Contract #20260150) through the NPPGOV cooperative purchasing contract (Contract #PS20095) to replace aging equipment and maintain safe, reliable fire suppression operations. Staff also requests approval and signing of the Intergovernmental Cooperative Purchasing Agreement between the City of Kissimmee and participating government entities that are members of National Purchasing Partners (NPPGOV).

Explanation

The Fire Department utilizes a Self-Contained Breathing Apparatus (SCBA) Cascade and Fill Station to refill air cylinders used by firefighters during emergency responses and training operations. This equipment is mission-critical, as it ensures firefighters have a dependable and safe supply of breathable air while operating in hazardous environments.

The Department's existing SCBA Cascade and Fill Station units have exceeded their recommended service life and are experiencing increasingly frequent and costly repairs. Continued reliance on aging equipment creates reliability concerns, increases maintenance costs, and increases the risk of operational downtime, all of which could negatively impact emergency response readiness.

Approval is requested to purchase a new SCBA Cascade and Fill Station from Compressed Air Supplies & Equipment, Inc. in the amount of $87,951.33, in accordance with the attached Estimate #20404. This purchase will be funded through Project FD2419/SCBA Cascade and Fill Station, which currently has a $40,000 available balance. To fully fund this purchase, approval is requested to transfer $14,000 from FD2524/Airpack (2) and $36,000 from FD2621/Self-Contained Breathing Apparatus into Project FD2419.

The purchase will be made using the League of Oregon Cities Master Price Agreement and the Intergovernmental Cooperative Purchasing Agreement. Approval is requested for the purchase of the SCBA Cascade and Fill Station from Compressed Air Supplies & Equipment, Inc. (Contract #20260150) through the NPPGOV cooperative purchasing contract (Contract #PS20095). Additionally, approval and execution of the Intergovernmental Cooperative Purchasing Agreement between the City of Kissimmee and participating government entities that are members of National Purchasing Partners (NPPGOV)—including Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO, and EMS GPO-is requested to facilitate this procurement.

This purchase will replace aging equipment and help ensure the continued safety, reliability, and effectiveness of fire suppression operations.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual

00135206-506494 00135206-506494 00135206-506494	FD2419 FD2524 FD2621	Increase Decrease Decrease	40,000 14,000 36,000	

Financial Summary:

Projects FD2524 and FD2621 will be transferred to Project FD2419 to complete this purchase.

Recommendation

Approval to purchase a SCBA Cascade and Fill Station from Compressed Air Supplies & Equipment, Inc. via the NPPGOV contract, and sign the Intergovernmental Agreement between Kissimmee and NPPGOV members, including Public Safety, First Responder, Law Enforcement, Education, and EMS GPOs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

Attachment(s):
1. (S) Addendum to NPPGOV Contract #PS20095 with Compressed Air Supplies

PARTICIPATING ENTITY ADDENDUM TO NPPGOV CONTRACT #PS20095 WITH COMPRESSED AIR SUPPLIES AND EQUIPMENT, INC., A FLORIDA CORPORATION LOCATED AT 4081 SW 47TH AVENUE #17-18, DAVIE, FL 33314 (HEREINAFTER "VENDOR") (HEREINAFTER "PARTICIPATING ENTITY ADDENDUM")

WHEREAS, the City of Kissimmee Fire Department, hereinafter "KFD," is in need of high pressure breathing air compressor systems and accessories as further described in Vendor's Estimate No. 20404 (hereinafter "Vendor's Quote"), which is attached hereto and incorporated herein as Exhibit D, and further purchase orders issued by City for high pressure breathing air compressor systems and accessories from Vendor; and

WHEREAS, pursuant to the City's Purchasing Manual, the City shall "have the authority to purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, the League of Oregon Cities (hereinafter "Lead Contracting Agency") entered into a Master Price Agreement with Bauer Compressors, Inc. (hereinafter "Bauer") on April 17, 2020 (hereinafter the "Master Agreement"), which is attached hereto and incorporated herein as Exhibit A, as a response to the Lead Contracting Agency Request for Proposal No. 1920, which was a competitive bidding and selection process; and

WHEREAS, the Lead Contracting Agency and Bauer in the Master Agreement extended the terms of the Master Agreement "to the benefit of other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov" (hereinafter "NPPGov") "subject to applicable local and state laws of the Participating Agencies;" and

WHEREAS, Attachment A of the Master Agreement allows a Participating Agency to purchase from Bauer's "authorized dealer and distributors, as applicable, provided the pricing and terms of the [Master Agreement] are extended to Participating Agencies by such dealers and distributors;" and

WHEREAS, Vendor is an authorized reseller of Bauer in the State of Florida and is extending to City the pricing and terms of the Master Agreement; and

WHEREAS, City is a member of NPPGov; and

WHEREAS, City and Vendor consent and agree to purchase under the same pricing, terms and conditions of the Master Agreement, except for the addition of applicable local and state laws of the City, which is explicitly contemplated by the Master Agreement; and

WHEREAS, the Parties have determined that it is economically advantageous and in the best interest of the Parties to enter into this Participating Entity Addendum to provide high pressure breathing air compressor systems and accessories as further described in Vendor's Quote and further purchase orders issued by City for high pressure breathing air compressor systems and accessories from Vendor; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

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

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is attached hereto as Exhibit A, the Intergovernmental Cooperative Purchasing Agreement, which is attached hereto as Exhibit B, Vendor's Quote, which is attached hereto as Exhibit C, the Human Trafficking Affidavit, which is attached hereto as Exhibit D, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit B, and Exhibit A, Exhibit D, and Exhibit C in that order.

   Upon execution of this Agreement, all references made to the "League of Oregon Cities," "LOC," "Purchaser," or "Lead Contracting Agency" in Articles 1, 2.1 through 2.4, 3 through 19, 21, and 24 in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Vendor," in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented into this Agreement. It is understood that wherever the words ""League of Oregon Cities," "LOC," "Purchaser," or "Lead Contracting Agency" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Vendor" appears, it will be read as "Vendor."

3. **ORDER.** Vendor agrees to provide the items further described in Vendor's Quote set forth in Exhibit C according to the terms, conditions, and pricing further described in Exhibit C. Should City require additional high pressure breathing air compressor systems and accessories from Vendor during the term of this Agreement. Vendor shall provide City a quote or estimate and City shall accept by issuing a purchase order.

4. **TERM.** The term of this Agreement shall be from the time of execution of the contract through April 17, 2026, the date of the expiration of the Master Agreement, unless the Master Agreement is terminated or extended. If the Master Agreement is terminated or extended, this Agreement automatically terminates or extends.

5. **PAYMENT.** City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by City and interest imposed by Vendor shall be made in compliance with said Act.

6. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

7. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.

8. **NOTICE AND CUSTOMER CONTACT.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee
Peggy Sousa
Director
Information Technology Department
101 Church Street
Kissimmee, FL 34741

Additionally, the person named above serves as the Customer Contact for purposes of this Contract.

9. **NO WAIVER OF SOVEREIGN IMMUNITY.** City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

10. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

11. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

12. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

13. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

14. **PUBLIC RECORDS.** Vendor 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, Vendor shall keep and maintain public records required by City to perform the service.

If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the City'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 Vendor, Vendor shall provide 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 as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. Vendor 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 Vendor does not transfer the records to City.

c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

15. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit D signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

16. **FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

17. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only upon mutual written agreement of the Parties.

18. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

COMPRESSED AIR SUPPLIES AND EQUIPMENT, INC.

By: Sean Batchelder

Title: Vice President

Date: 02/09/2026

STATE OF Florida)

COUNTY OF Broward)

Sworn to (or affirmed) and subscribed before me by [CHECK ONE:] means of X physical presence or ☐ online notarization, this 9th day of February 2, 2026, by Sean Batchelder, who is [CHECK ONE:] X personally known to me, or ☐ has produced Personally known as identification.

(NOTARY SEAL)

LESLIE SHPILLER
MY COMMISSION # HH 412738
EXPIRES: October 18, 2027

Notary Public, State and County aforesaid

Print Name: Leslie Shpiller

My Commission No.: 412738

My Commission expires: 10/18/27

CITY OF KISSIMMEE

By: Jackie Espinosa, Mayor

Date:

ATTEST:

City Clerk

City Attorney

EXHIBIT A
"MASTER AGREEMENT"

DocuSign Envelope ID: 13364BC3-5935-4E4C-8495-76CA8816258C

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and BAUER COMPRESSORS, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain HIGH PRESSURE BREATHING AIR COMPRESSOR SYSTEMS AND ACCESSORY'S, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1920 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

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govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

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3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A. Purchaser recognizes the items are sold FOB Ex-works Norfolk, Virginia and any costs associated with freight, offloading and final placement of the equipment shall be tendered separately. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F and the aforementioned section 4.1, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer via separate quote shipping costs to the Purchaser's location, as well off loading, final positioning and installation of the compressor system and ancillary components as upon request.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

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4.8 Purchaser accepts the passage of ownership as fob ex-works Norfolk, Virginia. Vendor shall work with the Purchaser should damage occur to the goods during transit. It is the responsibility of the Purchaser to inspect the goods prior to delivery vehicle departure from the end-users location.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

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Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 Purchaser accepts the passage of ownership as fob ex-works Norfolk, Virginia. Vendor shall work with the Purchaser should damage occur to the goods during transit. It is the responsibility of the Purchaser to inspect the goods prior to delivery vehicle departure from the end-users location. If any of the Products are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

BAUER COMPRESSORS, INC.
1328 Azalea Garden Road
Norfolk, VA 23502
ATTN: William Dickson
Email: bill.dickson@bauercomp.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

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ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/17/2020

VENDOR:

Signature: DocuSigned by: William Dickson 535823633D62407...

Printed Name: William Dickson

Title: VICE PRESIDENT OF SALES
BAUER COMPRESSORS, INC.

Dated: 4/17/2020

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
OPEN-CICUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
FACEPIECES	
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
BREATHING AIR STORAGE CYLINDERS	10%
MAINTENANCE, SERVICE AND TESTING	
HIGH PRESSURE BREATHING AIR COMPRESSOR SYSTEMS AND COMPONENTS	10%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

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ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 13364BC359354E4C849576CA8816258C
Subject: Please DocuSign: MPA 1920 LOC and Bauer SCBA FINAL.pdf
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

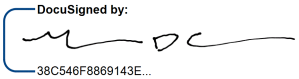
Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 173.29.186.28

Record Tracking

Status: Original
4/17/2020 8:05:38 AM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by:  38C546F8869143E...	Sent: 4/17/2020 9:09:45 AM Viewed: 4/17/2020 9:20:08 AM Signed: 4/17/2020 9:20:19 AM
	Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	
Electronic Record and Signature Disclosure: Accepted: 4/17/2020 9:20:08 AM ID: c1e5bdd1-485c-432d-be63-6fd9a03b4b1f		
William Dickson bill.dickson@bauercomp.com VICE PRESIDENT OF SALES Security Level: Email, Account Authentication (None)	DocuSigned by:  535823633D62407...	Sent: 4/17/2020 9:09:45 AM Viewed: 4/17/2020 10:08:38 AM Signed: 4/17/2020 10:27:27 AM
	Signature Adoption: Pre-selected Style Using IP Address: 216.54.44.82	
Electronic Record and Signature Disclosure: Accepted: 4/15/2020 7:01:53 AM ID: 460eee00-c0ce-4843-b3b5-598694f5efc2		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2020 9:09:45 AM
Certified Delivered	Security Checked	4/17/2020 10:08:38 AM
Signing Complete	Security Checked	4/17/2020 10:27:27 AM
Completed	Security Checked	4/17/2020 10:27:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

EXHIBIT B
"INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT"

DocuSign Envelope ID: 66018645-E08C-4089-B619-3B1E50C2E804

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

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NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
Patricia M. Mulvihill
A49AFD929F7246E...

Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

DocuSign Envelope ID: 66018645-E08C-4089-B619-3B1E50C2E804

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____
_____
_____
Telephone No.:_____
Email:_____

EXHIBIT C
VENDOR'S QUOTE

COMPRESSED AIR SUPPLIES & EQMT, INC
Info@compressedairsupplies.com
4081 SW 47th Ave, Suite 17
Davie, FL 33314

Estimate

Date	Estimate No.
12/29/2025	20404

Name/Address	Ship To
City of Kissimmee Fire Department Amy Meers 101 Church Street; Suite 200 Kissimmee, Florida 34741	City of Kissimmee Fire Department Station #11 343 North Clyde Avenue Kissimmee, FL 34741

P.O. No.	Terms	Rep	Ship Via
	Net 30	Sean	

Item	Description	Qty	Rate	Total
	PRICING FOR EQUIPMENT BASED ON NPPGOV CONTRACT #PS20095. CONTRACT VALID THROUGH 4/17/26 LEADING AGENCY: LEAGUE OF OREGON CITIES Please include the departments member number on PO when issued.			

Estimate Valid for 30 Days
Customer Pricing Note: A 3.99% Customer Service Charge is applied to all sales. As an incentive for customers we now provide a discount to pay with cash or check by giving a 3.99% immediate discount on your purchase

Subtotal	
Sales Tax (0.0%)	
Total	

COMPRESSED AIR SUPPLIES & EQMT, INC
Info@compressedairsupplies.com
4081 SW 47th Ave, Suite 17
Davie, FL 33314

Estimate

Date	Estimate No.
12/29/2025	20404

Name/Address	Ship To
City of Kissimmee Fire Department Amy Meers 101 Church Street; Suite 200 Kissimmee, Florida 34741	City of Kissimmee Fire Department Station #11 343 North Clyde Avenue Kissimmee, FL 34741

P.O. No.	Terms	Rep	Ship Via
	Net 30	Sean	

Item	Description	Qty	Rate	Total
Bauer VAC25...	Bauer VAC25H-E3 25.2 SCFM 5 Stage 20 HP 1300 RPM P5 SECURUS purification STANDARD SCOPE OF SUPPLY › BAUER breathing air purification system with SECURUS › BAUER PLC based controller with 7” color HMI touchscreen display › NEMA 4 rated electrical enclosure with UL® listed control panel › Compressor low oil pressure and high temperature safety shutdowns › Emergency stop push button and automatic start/stop control › Zero loss automatic condensate drain system with non-corrosive condensate reservoir and integrated float sensor and automatic “Full” indication and compressor shutdown › Interstage pressure gauges (locally mounted) › Vertically hinged front operations panel and lift-off side maintenance access doors › Unique hinged front operations panel R24	1	57,317.36	57,317.36

Estimate Valid for 30 Days
Customer Pricing Note: A 3.99% Customer Service Charge is applied to all sales. As an incentive for customers we now provide a discount to pay with cash or check by giving a 3.99% immediate discount on your purchase

Subtotal	
Sales Tax (0.0%)	
Total	

COMPRESSED AIR SUPPLIES & EQMT, INC
Info@compressedairsupplies.com
4081 SW 47th Ave, Suite 17
Davie, FL 33314

Estimate

Date	Estimate No.
12/29/2025	20404

Name/Address	Ship To
City of Kissimmee Fire Department Amy Meers 101 Church Street; Suite 200 Kissimmee, Florida 34741	City of Kissimmee Fire Department Station #11 343 North Clyde Avenue Kissimmee, FL 34741

P.O. No.	Terms	Rep	Ship Via
	Net 30	Sean	

Item	Description	Qty	Rate	Total
Bauer GT/CO/III	Bauer GT/CO/III Electronic carbon monoxide monitor complete with calibration kit wired for alarm and shutdown (Calibration gas included) R24	1	4,602.60	4,602.60
Bauer CFS5.5-...	Bauer CFS5.5-2S Package A Two position CFS equipped with inlet pressure gauge, adjustable regulator, regulated pressure gauge, fill control valve and fill pressure gauges. Standard scope of supply and including the following additions: dual function, top mount, four bank cascade panel. The dual function feature offers the ability to refill a storage bank, even with the bank valve closed, while filling SCBA's from another bank. The system also includes an air direction valve allowing the operator to select "filling from storage" or "filling direct from the compressor." Additionally the scope includes a remote fill hose connection including bulkhead fitting, adjustable regulator for up to 6000 psig service, gauge, isolation valve, and quick connect/disconnect. R25	1	16,362.90	16,362.90
Bauer HC6000...	Bauer HC6000-4-Bank 4 UN Tanks Ships with strut and clamps R24	1	7,959.60	7,959.60
Ship & hand	Shipping with Insurance & Handling	1	1,708.87	1,708.87

Estimate Valid for 30 Days
Customer Pricing Note: A 3.99% Customer Service Charge is applied to all sales. As an incentive for customers we now provide a discount to pay with cash or check by giving a 3.99% immediate discount on your purchase

Subtotal	$87,951.33
Sales Tax (0.0%)	$0.00
Total	$87,951.33

EXHIBIT D
HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

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.

Compressed Air Supplies and Equipment INC _____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Sean Batchelder

Title of Contractor's Authorized Representative: Vice President

Signature of Contractor's Authorized Representative:

Date: 2/9/26

ITEM 7.C
2026 Urban and Community Forestry Hurricane Ian Recovery Grant Application

Request

Request approval to apply for the 2026 Urban and Community Forestry Hurricane Ian Recovery Grant for $37,500, and authorize the City Manager to sign documents related to the application and award process. (Grant #UCFHRG26)

Explanation

The Florida Department of Agriculture and Consumer Services, Florida Forest Services (FFS), offers financial assistance to enhance urban forests across 29 counties in Florida that were damaged by Hurricane Ian, strengthening their resilience against future storms. The Parks and Recreation Department requests permission to apply for this grant, as we are confident the City can secure a high ranking for consideration.

If approved, funds will be used towards the City's community tree canopy restoration efforts. The Parks Department will restore and expand tree canopies at five high-use public locations (Denn John Park, Fortune Road Athletic Complex, Oak Street Park, City Hall, and Lancaster Ranch Park) to address storm-related canopy loss, reduce urban heat impacts, and improve comfort and safety in our parks. Funding will support the installation and care of approximately 125 storm-resilient trees.

The grant will provide $37,500, with a City match of $12,500 (Parks Operating Budget), for a total project cost of $50,000.

Recommendation

Approval to apply for 2026 Urban and Community Forestry Hurricane Ian Recovery Grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. 2026 Urban Forestry - IAN Grants

RMPK FUNDING

Public Funding • Governmental Advocacy • Economic Development

Urban and Community Forestry – Hurricane Ian

This program aims to restore and enhance urban forests across 29 counties in Florida's peninsular region that suffered damage from Hurricane Ian. Its central objective is to strengthen the resilience of these forests against future storms.

Applications are being accepted from nonprofit organizations, educational institutions, local governments, and American tribal governments from the following 29 Florida counties: Brevard, Charlotte, Collier, DeSoto, Duval, Flagler, Glades, Hardee, Hendry, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, Sumter, and Volusia.

Application Deadline: January 30, 2026

Contribution Match: 25%

Maximum Award: $75,000

The FDACS, Florida Forest Service (FFS) is requesting applications for projects that include, but are not limited to:

1. TREE PLANTING PROJECTS:

Planting storm-resistant species of trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility. Trees to be planted in this category are required to fall under the highest or medium-high winds.

2. TREE MAINTENANCE PROJECTS

Tree maintenance projects will help reduce hazards to the public from trees should future natural disasters occur in the counties eligible for funding. Eligible activities include pruning hazardous branches overhanging public rights-of way, structural pruning to act as a preventative measure to reduce future risk in storms, or other tree pruning activities that would reduce risk levels while following industry best management practices.

3. Public Tree Inventory or Urban Tree Canopy Assessment Projects

4. Urban Forest Management Planning Projects:

ITEM 7.D

Permanent Right-Of-Way Easement Agreement Between Chick-fil-A, Inc. and the City of Kissimmee

Request

Request approval for an agreement to establish a permanent right-of-way easement between Chick-fil-A, Incorporated, and the City of Kissimmee to support a streetscape zone requirement on Oren Brown Road and Vine Street.

Explanation

Due to the lack of right-of-way to accommodate adequate streetscape zones along streets within the city's Form Based Code (FBC) area, some projects are required to dedicate an easement on private property to the city to accommodate these zones. Streetscape zones include a public sidewalk and a furnishing zone. The proposed easement dedication will include the required streetscape zone and utility easements along Oren Brown Road and Vine Street.

Recommendation

Approval of a permanent right-of-way easement between Chick-fil-A, Inc. and the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. (S) Permanent Right-Of-Way Easement

This instrument prepared
by and return to:

City Attorney's Office
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraiser's Parcel ID Number: 24-25-28-1551-0001-0020

PERMANENT RIGHT OF WAY EASEMENT

THIS PERMANENT RIGHT OF WAY EASEMENT ("Easement Agreement") is made and executed this 7 day of January, 2026, by and between CHICK-FIL-A, INC., a Georgia corporation whose address is 5200 Buffington Road, Atlanta, Georgia 30349 (hereinafter "GRANTOR") and the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, (hereinafter "GRANTEE").

"WITNESSETH"

WHEREAS, Grantor is the fee owner of certain real property located in Osceola County, Florida (the "Property") more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantee desires to obtain a permanent right of way easement as may be required in connection with Grantee's redevelopment of the Vine Street Corridor within the Vine Street CRA Overlay District over a portion of the Property more particularly shown and described on Exhibit "B" attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor agrees to grant the easement to Grantee upon and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. RECITATIONS. The above recitations are true and correct.

2. GRANT AND USE OF EASEMENT. Grantor hereby grants and conveys to Grantee (and its successors, assigns, licensees or designees) a permanent, non-exclusive right of way easement in perpetuity over the Easement Area for the installation, maintenance and repair of landscaping and related improvements within the Easement Area, which shall also include the right of access over, across and

through the Easement Area during the performance of any such installations, maintenance and repair; provided, however, Grantee's rights as provided herein shall be limited to any period commencing after (i) Grantor has ceased to open for business at the Property for a period in excess of three hundred sixty five (365) days, or (ii) any party other than Grantor (or one of Grantor's affiliates) owns or is operating a business at the Property (the "Easement"). The Easement is subject to the terms and conditions set forth herein and in other recorded easements, restrictions, conditions, and limitations affecting the Easement Area and the Property.

3. CONDITION OF EASEMENT AREA. Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitation applicable thereto.

4. GRANTOR'S RIGHTS. Notwithstanding anything to the contrary contained in this Easement Agreement, Grantor shall have the right to use the Easement Area at all times, provided such use does not interfere in any way with Grantee's rights as set forth herein. The installation by Grantor of landscaping, sidewalks, parking areas, drives, signage, drive-thru service lanes, and related drive-thru facilities shall not be deemed to interfere with Grantee's use of the Easement Area or Grantee's rights hereunder.

5. INDEMNIFICATION. In addition to any other indemnification provided herein, Grantee, shall indemnify, defend, protect and hold Grantor and its officers, directors, shareholders, employees, agents and lenders, (collectively the "Indemnities"), harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) sustained by or asserted against the Indemnities from the activities, operations, or use of Grantor's Property by Grantee or arising from, out of or in any manner connected with the acts or omissions of Grantee in exercising the rights and obligations granted and set forth herein.

a. To the extent provided by F.S. 768.28, Grantee hereby agrees to indemnify, defend, and hold harmless the Indemnities from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnities for injuries to persons (including, without limitation, loss of life) or for damage, destruction of property, which is caused directly in whole or in part by:

(i) The activity, work or act committed, omitted, permitted or suffered by Grantee, its successors, assigns, grantees, invitees, and any of their officers, directors, employees, representatives and agents, or caused, in whole or in part, on or about the Easement area;

(ii) the negligence of Grantee, its successors, assigns, grantees,

invitees, agents, employees, representatives or contractors;

(iii) Grantee's failure to perform any obligations imposed hereunder;

(iv) Grantee's use, maintenance, or repair of the Easement Area; or

(vi) Grantee's failure to abide by any applicable Laws as exist at present and those which may be enacted subsequent to the date of this Easement Agreement, and whether or not such injuries, damage, destruction or theft are sustained by Grantee or Grantor, or by other persons or entities on the Easement Area

b. Nothing contained herein shall be construed as a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

6. INSURANCE. Prior to entering the Easement Area, Grantee shall carry, and require its agents and contractors to carry, worker's compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage in connection with any and all of Grantee's acts and/or omissions including, without limitation, for injury to or death of any person or persons and for damage to property occasioned by or arising out of any act, omission, and/or use of the Easement Area or Grantor's Property.

7. BINDING OBLIGATIONS. Grantee and Grantor covenant and agree that the terms and provisions of this Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and permitted assigns.

8. CONSTRUCTION OF AGREEMENT. This Easement Agreement has been fully reviewed and approved by the parties hereto, and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

9. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the parties hereto concerning the Easement and supersedes any prior or written or oral agreements between the parties concerning the subject matter. There are no representations, agreements, or arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

10. NOTICES. All notices, demands, requests and other communications required or to be given pursuant to this Easement Agreement shall be in writing, given by the parties hereto and shall be sent by registered mail, return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on

a business day) to a receipted overnight delivery service of said notice accepted same). All notices shall be addressed as set forth below:

If to Grantor: Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
Attn: Legal Department - Real Estate (Site #02871)
Phone: (404) 765-8000
Email: cfalegalnotice@chick-fil-a.com

With a copy to Grantor's counsel:

Seyfarth Shaw LLP
233 South Wacker Drive, Suite 8000
Chicago, Illinois 60606-6448
Attn: Michael J. Merar
Phone: (312) 460-5249
Email: mmerar@seyfarth.com

If to Grantee: City Manager
City of Kissimmee
101 Church St.
Kissimmee, FL
34741

Or to such other address or to the attention of such other person as hereinafter shall be designated in writing and sent in accordance with the foregoing provisions.

11. NO IMPLIED WAIVER. The failure of any party to insist upon strict performance of any of the terms and provisions of this Easement Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of any such party's rights. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

12. SEVERABILITY. Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

13. AMENDMENTS. This Agreement may be changed, modified, amended or rescinded only by an instrument in writing duly executed and acknowledged by all parties hereto, or their successors or assigns.

14. GOVERNING LAW. This Easement Agreement shall be governed by and, construed in accordance with the Laws of the State of Florida. Any legal action instituted or arising out of this Easement Agreement shall be brought in the Courts of Osceola County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

15. ATTORNEY'S FEES. Each party agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Easement Agreement there shall be no entitlement to attorney's fees or court costs from the opposing party.

16. COUNTERPARTS. This Easement Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same agreement. All such counterparts shall be deemed to be an original and all of which shall together constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Easement Agreement as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness #1

Print Name: Kelsi E Templeton

Witness #2

Print Name: LISA HAWKINS

CHICK-FIL-A, INC.,
a Georgia corporation

Signature:
Name: John Mattioli
Title: Sr. Director, Restaurant Development

COUNTY OF Fulton

STATE OF Georgia

BE IT REMEMBERED that on this 7 day of January, 2026, before me, a Notary Public in and for the said county and state, personally appeared John Mattioli, the Sr. Director of CHICK-FIL-A, INC., a Georga corporation, who is personally known to me and who acknowledged that she/he did sign the foregoing instrument and that the same is her/his free and voluntary act and deed.

IN TESTIMONY WHERE OF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

SARA BOURCIER
Notary Public, Georgia
Paulding County
My Commission Expires
September 15, 2029

Notary Public

GRANTEE:

By: _____

Mayor - Commissioner

ATTEST:

_____

City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

EXHIBIT "A" Legal Description of Property

1.099 acres (47,912sf) a portion of Lot 1, Kissimmee Walmart #817 as Recorded in Plat Book 9, Pages 3 and 4, in the public records of Osceola County, Kissimmee, Florida

LESS AND EXCEPT any property conveyed by condemnation, right of way grant or otherwise. The land is conveyed and accepted subject to all matters of public record. No warranty is given as to the exact amount of acreage contained in the land.

Also known as the land, building and other improvements located at
4450 W. Vine St., Kissimmee, FL 34746-5315

EXHIBIT "B" Legal Description of Easement Area

Attached

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

A PORTION OF LAND LYING IN SECTION 24, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL 2, KISSIMMEE CHICK-FIL-A REPLAT, RECORDED IN PLAT BOOK 22, PAGE 46 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF OREN BROWN ROAD PER SAID PLAT; THENCE RUN SOUTH 89°59'55" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 3.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°59'55" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 201.01 FEET TO THE INTERSECTION OF AFORESAID SOUTH RIGHT-OF-WAY LINE OF OREN BROWN ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 530 PER FDOT RIGHT-OF-WAY MAP SECTION NO. 92620-2602, DATED 1-27-64, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2042.08 FEET, A CHORD BEARING OF SOUTH 72°39'00" EAST AND A CHORD DISTANCE OF 125.85 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'54" AN ARC LENGTH OF 125.87 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 13°42'36" WEST ALONG THE EAST LINE OF AFORESAID PARCEL 2, A DISTANCE OF 6.70 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 73°13'05" WEST, A DISTANCE OF 53.21 FEET; THENCE RUN NORTH 73°23'13" WEST, A DISTANCE OF 72.49 FEET; THENCE RUN SOUTH 89°53'42" WEST, A DISTANCE OF 190.80 FEET; THENCE RUN SOUTH 59°53'42" WEST, A DISTANCE OF 9.63 FEET; THENCE RUN NORTH 00°00'05" EAST, A DISTANCE OF 13.14 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 2,494 SQUARE FEET OR 0.06 ACRE MORE OR LESS.

Abbreviation Legend:

(A)	– ACTUAL	Δ	– DELTA	FS	– FLORIDA STATUTE	(P)	– PLAT	PT	– POINT OF TANGENCY
APPROX	– APPROXIMATE	(D)	– DEED	(G)	– GRID (STATE PLANE)	PB	– PLAT BOOK	R28E	– RANGE 28 EAST
AVG	– AVERAGE	(DE)	– DEED EXCEPTION	GOV'T	– GOVERNMENT	PC	– POINT OF CURVATURE	R	– RADIUS
(BB)	– BEARING BASIS	DEPT	– DEPARTMENT	IP	– IRON PIPE	PCC	– POINT OF COMPOUND CURVATURE	RAD	– RADIAL
BLDG	– BUILDING	D/U	– DRAINAGE AND UTILITY EASEMENT	IR	– IRON ROD			REC	– RECOVERED
BM	– BENCH MARK			IR&C	– IRON REBAR & CAP	PCP	– PERMANENT CONTROL POINT	REV	– REVISION
(C)	– CALCULATED	ELEV	– ELEVATION	L	– ARC LENGTH	PG	– PAGE	RP	– RADIUS POINT
C	– CHORD	EOP	– EDGE OF PAVEMENT	LB#	– LICENSED BUSINESS NUMBER	PGS	– PAGES	R/W	– RIGHT-OF-WAY
CB	– CHORD BEARING	ESMT	– EASEMENT	(M)	– MEASURED	PI	– POINT OF INTERSECTION	SEC 24	– SECTION 24
CCR #	– CERTIFIED CORNER RECORD NUMBER	FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION	N & D	– NAIL AND DISK	POB	– POINT OF BEGINNING	SQ	– SQUARE
				NGS	– NATIONAL GEODETIC SURVEY	POC	– POINT OF COMMENCEMENT	SQ FT	– SQUARE FEET
C/L	– CENTERLINE	FEC	– FLORIDA EAST COAST RAILWAY	NR	– NON-RADIAL	POL	– POINT ON LINE	TB	– TANGENT BEARING
CM	– CONCRETE MONUMENT	FF	– FINISH FLOOR	NSI	– NO SURVEYOR IDENTIFICATION	PRC	– POINT OF REVERSE CURVATURE	T25S	– TOWNSHIP 25 SOUTH
CONC	– CONCRETE	FND	– FOUND	NT	– NON-TANGENT			(TYP)	– TYPICAL
COR	– CORNER	FP&L	– FLORIDA POWER AND LIGHT	OR	– OFFICIAL RECORDS	PRM	– PERMANENT REFERENCE MONUMENT	UE	– UTILITY EASEMENT
				ORB	– OFFICIAL RECORDS BOOK			W/	– WITH

Surveyor's Notes:

1. COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. 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.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM AS BEING S 89°59'55" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF OREN BROWN ROAD.
4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on September 29, 2025. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

THOMAS J. GALLOWAY LICENSE NUMBER LS6549 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Thomas J Galloway
Date: 2025.09.29 11:31:31 -04'00'

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS J. GALLOWAY, PSM, 6549 ON 9/29/2025 PER 5J-17.062(2)

For the Firm By: _____

Thomas J. Galloway
Professional Surveyor and Mapper
Florida Registration No. 6549

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

	Date: 9/29/2025	Job No. C29160.1
Drawn by: JAB	Scale: N/A	File: C29160.1_SK&D.DWG

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

State of Florida License: Survey No. LB7143

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STREETSCAPE EASEMENT

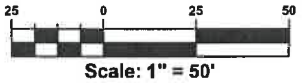
SECTION 24-TOWNSHIP 25 SOUTH-RANGE 28 EAST
OSCEOLA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 1
1 of 2

Sketch and Description:

THIS IS NOT A SURVEY



STATE ROAD 530
(U.S. HIGHWAY 192) VINE STREET
PER FDOT R/W MAP SECTION #92620-2602
DATED 1-27-64

OREN BROWN ROAD
(50' R/W) PER PB 22, PG 46

50.00'

POC
NW CORNER OF PARCEL 2
S 89°59'55" E (BB) 3.56'

SOUTH R/W LINE OF OREN BROWN ROAD

INTERSECTION OF THE SOUTH R/W LINE OF OREN BROWN ROAD AND THE SOUTHERLY R/W LINE OF STATE ROAD 530

PC

SOUTHERLY R/W LINE OF STATE ROAD 530

NE CORNER OF PARCEL 2

L1

L5

L6

L7

C1

L4

L3

L2

ENCOMPASSING 2,494 SQ FT OR 0.06 ACRE +/-

POB
STREETSCAPE EASEMENT

10' UTILITY EASEMENT TO CITY OF KISSIMMEE UTILITY AUTHORITY PER PB 9, PGS 3&4

DRAINAGE EASEMENT DEDICATED TO THE CITY OF KISSIMMEE PB 22, PG 46

EAST LINE OF PARCEL 2

PARCEL 2
KISSIMMEE CHICK-FIL-A REPLAT
PB 22, PG 46
PARCEL ID #24-25-28-1551-0001-0020
OWNER: CHICK-FIL-A INC.
ADDRESS: 4450 W VINE STREET
KISSIMMEE, FL 34746

ACCESS EASEMENT DEDICATED TO THE CITY OF KISSIMMEE PB 22, PG 46

10' UTILITY EASEMENT TO CITY OF KISSIMMEE UTILITY AUTHORITY PB 22, PG 46

20' ACCESS & MAINTENANCE EASEMENT PER ORB 3118, PG 2178

10' UTILITY EASEMENT TO CITY OF KISSIMMEE UTILITY AUTHORITY PER PB 9, PGS 3&4

PARCEL 1
KISSIMMEE CHICK-FIL-A REPLAT
PB 22, PG 46
PARCEL ID #24-25-28-1551-0001-0010
OWNER: WAL-MART STORES EAST LP
ADDRESS: 4444 W VINE STREET
KISSIMMEE, FL 34746

N

cph

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°59'55" E	201.01'
L2	S 13°42'36" W	6.70'
L3	N 73°13'05" W	53.21'
L4	N 73°23'13" W	72.49'
L5	S 89°53'42" W	190.80'
L6	S 59°53'42" W	9.63'
L7	N 00°00'05" E	13.14'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	3°31'54"	125.87'	2,042.08'	125.85'	S 72°39'00" E

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

	Date: 9/29/2025	Job No. C29160.1
Drawn by: JAB	Scale: 1" = 50'	File: C29160.1_SK&D.DWG

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500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

State of Florida License: Survey No. LB7143

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STREETSCAPE EASEMENT
SECTION 24-TOWNSHIP 25 SOUTH-RANGE 28 EAST
OSCEOLA COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet 2
2 of 2

ITEM 7.E
Accept the 2025 Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program Grant

Request

Approval to accept the 2025 Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program Grant totaling $1,793,822 and authorize the City Manager to execute any documents related to the grant. (Grant #FCTTHCAR)

Explanation

In January 2025, the Commission approved Parks and Recreation's request to apply for the 2025 Florida Communities Trust (FCT) Parks and Open Space Forever Program grant to purchase and acquire the Carroll/Thacker parcel for future recreation and Fire Department needs. The FCT grant will cover up to 40% of the purchase price, with the city providing a 60% match.

In October 2024, the City purchased the 8.27-acre property at the Carroll and Thacker intersection for $4,484,556. This land purchase meets the City match, and the FCT grant will effectively reimburse 40% of the purchase, which amounts to $1,793,822. Therefore, staff requests the Commission's approval to accept the grant and authorize the City Manager to sign documents pertaining to the grant.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15150106-506393 15100334-334700	TBD	Increase Increase		$1,793,822 $1,793,822

Financial Summary:

The financial requirements were already met with the purchase of the Carroll/Thacker parcel in October 2024. These funds are a reimbursement of 40% of that purchase price and will need to amend the budget accordingly.

Recommendation

Approval to accept the $1,793,822 grant from the 2025 Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. F2507 Caroll Thacker FCT24-007-FF25 Grant Agr (Grant #FCTTHCAR)

DEP AGREEMENT NUMBER: F2507
FCT PROJECT NUMBER: 24-007-FF25
PROJECT NAME: CARROLL/THACKER PARK PROPERTY
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and CITY OF KISSIMMEE, a Florida local government ("Recipient"). All capitalized terms are used as they are defined in Chapters 62-818 and 62-819, Florida Administrative Code ("F.A.C.").

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes (" F.S.");

WHEREAS, Chapter 380, Part III, F.S., the "Florida Communities Trust Act," creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Chapter 62-818, F.A.C. sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Chapter 62-819, F.A.C. sets forth the acquisition procedures;

WHEREAS, on November 15, 2024, FCT published a Notice of Application (Notice of Application) in the Florida Administrative Register;

WHEREAS, on August 13, 2025, the FCT Governing Board approved selected projects to receive approval for funding;

WHEREAS, the Recipient's Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Chapter 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 62-818.009, F.A.C., authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the

restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon the latest date of execution by the Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for one (1) year after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond one (1) year if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted 60 days prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded, and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two (2) original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399, within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will

execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipient must provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **Forty percent (40%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **One Million Seven Hundred Ninety-Three Thousand Eight Hundred Twenty-Two dollars ($1,793,822.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2., of this Agreement The Recipient will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C.

3. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

4. The FCT Award will be delivered either in the form of Project Costs to the Recipient or prepaid by FCT to vendors if additional due diligence products are required, in the

form of a State of Florida warrant or by electronic funds transfer (EFT). If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

5. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

6. If Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

7. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

8. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

9. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

10. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

11. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

12. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the state Chief Financial Officer. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

13. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder. For pre-acquired Project Sites where the deed did not contain the required provisions, the Recipient must record a new deed containing these restrictions.

14. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A.C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
Telephone: 850-245-2501
Email: floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Chapter 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Steve Lackey
Organization: City of Kissimmee Parks, Recreation and Facilities
Title: Director
Address: 101 Church Street Suite 500, Kissimmee, FL 34741
Telephone: 407-518-2342
E-mail: steve.lackey@kissimmee.gov

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Mike Steigereald
Organization: City of Kissimmee
Title: City Manager
Address: 101 Church Street, Kissimmee, FL 34741
Telephone: 407-518-2300
E-mail: mike.steigerwald@kissimmee.gov

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000348.**

VI. ACQUISITION DOCUMENTATION REQUIREMENTS

The Recipient must submit the following documents associated with the acquisition of the parcel(s) to FCT within ninety (90) days of the execution of this Agreement:

1. An executed copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Bronsons LLP.

2. An executed copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).

3. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.

4. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Chapters 62-818 and 62-819, F.A.C.

5. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meets the requirements of Rule 62-819.006, F.A.C., and is dated within ninety (90) days of the date the Recipient acquired the parcels.

6. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

7. A copy of all environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") specifically ASTM E1527-21, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

VII. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program and City of Kissimmee. The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipient must provide at least three recreational facilities, such as picnic pavilion, playground and pickleball courts. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Linked Land-Based Recreational Trail System – The Recipient must connect the Project Site to and manage the Project Site as part of Shingle Creek Trail system.

4. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

5. Interpretation – The Recipient must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.

6. Education Programs - The Recipient must provide at least six (6) regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.

7. Water Quality Facility - The Recipient must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting.

8. Listed Species Habitat – The Recipient must manage the Project Site in a manner that protects habitat recognized as typically suitable for one or more listed animal species.

9. Vegetative Enhancements – The Recipient must plant approximately 1 acre of disturbed uplands with native vegetation.

VIII. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S., and Section 11(e), Article VII of the Florida Constitution. ***The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Trustees upon failure to comply with any of the covenants and restrictions, as further described below.***

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Department will notify Recipient of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

IX. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VIII, IX, and X herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

a. An introduction containing the Project name, location, and other background information.

b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.

c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A description of all proposed uses including existing and proposed physical improvements.

e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources.

h. A description of proposed educational displays and programs the Recipient will offer, if applicable.

i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction, open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible

for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

4. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners, and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one (1) local government, FCT requires the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially, the Recipient must submit the report annually, but after completion of the Project, the Trust may, in its discretion, transfer the report to a five-year review schedule.

X. PROJECT PLAN APPROVAL

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C., to ensure that the interests of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one (1) or more appraisals prepared consistent with Chapters 62-819 and 18-1, F.A.C.

b. A letter from the FCT indicating approval of the Management Plan.

c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.

d. A statement of the amount of the FCT Award being requested.

e. Supporting documentation that Recipient has satisfied all conditions imposed as part of the FCT Grant Agreement.

i. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and be in detail sufficient for a proper pre-audit and post-audit thereof.

ii. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed $10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to submitting it for approval.

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

XI. REIMBURSEMENT REQUIREMENTS

Upon FCT's approval of the Project Plan and the required reimbursement documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be reimbursed by FCT.

Recipient will install for permanent display, one (1) sign recognizing FCT's role in the acquisition of the Project Site prior to submittal of the project plan. Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be timely conveyed to the Trustees.

3. Within one (1) year of the execution of this Agreement, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

XIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

a. Any sale or lease of any interest in the Project Site.

b. The operation of any concession on the Project Site without FCT approval.

c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.

d. Any use of the Project Site other than uses by the public.

e. A management contract for the Project Site without an FCT-approved management agreement.

f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as**

provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities .

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIV. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.), consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three (3) years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment 5-A, Special Audit Requirements**. **Exhibit 1** to **Attachment 5-A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment 5-A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment 5-A**, **Exhibit 1,** when making this determination. For state financial assistance, the Recipient will use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate, and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after a Default, such payment will not waive FCT's right to exercise such remedies and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect; or

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement, and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipient fails to timely perform any of its obligations under this Agreement; or

f. If the Recipient fails to timely comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the occurrence of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V herein.

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of the FCT Award.

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

e. Exercise any other rights or remedies that are otherwise available under law, including those described in paragraph IX.3 herein.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress

toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1 herein.

XVI. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S., and the Recipient must allow public access to such records if this Agreement exceeds $35,000.00, and the Recipient is acting on behalf of the Department in its performance of services under this Agreement. Recipient must keep and maintain all public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either timely provide public records (or access to such) to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT's custodian of public records, Recipient must provide the FCT 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 in Chapter 119, F.S., or as otherwise provided by law.

c. A Recipient who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Recipient must identify and ensure that all 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 Recipient does not transfer the records to the FCT.

e. Upon completion of the Agreement, Recipient must transfer, at no cost to FCT, all public records in possession of Recipient or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipient transfers all public records to the FCT upon completion of the Agreement, the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All public records that are stored electronically must be provided to the FCT, upon request from the FCT's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT. These formatting requirements are satisfied by using the data formats as authorized in this Agreement or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Recipient is authorized to access.

f. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

XVII. LEGAL AUTHORIZATION

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

XVIII. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they will become inoperative.

XIX. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, sex, pregnancy, age, marital status, or disability, will be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. The following civil rights laws and regulations apply to this Agreement, without limitation:

a. Title VI of the Civil Rights Act of 1964, as amended;

b. Section 13 of the 1872 Amendment to the Federal Water Pollution Control Act;

c. Section 504 of the Rehabilitation Act of 1973;

d. Age Discrimination Act of 1975;

e. 40 C.F.R. Part 7; and

f. Florida Civil Rights Act of 1992, including Part 1, chapter 760, F.S.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

5. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133, 287.134, and 287.137, F.S., the following restrictions apply to persons placed on the convicted vendor list, the discriminatory list, or the antitrust violator list:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

d. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website.

Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Agreement to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract(s) issued pursuant to this Agreement.

11. As a subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient may not indemnify any entity or person, and then, such indemnification is limited to the express terms of Section 768.28, F.S. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by Section 768.28, F.S. or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability and is similarly governed by Section 768.28, F.S.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each

person signing this Agreement warrants that they are duly authorized to do so and may bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: CITY OF KISSIMMEE
a Florida local government

By: _____

Print Name: Mike Steigerwald

Title: City Manager

Date: January 28, 2026

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Print Name: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: Olga Sanchez de Fuentes

Print Name: Olga Sanchez de Fuentes

Date: January 28, 2026

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	5-A	Special Audit Requirements (7 Pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1686 – FIXED CAPITAL OUTLAY LAND ACQUISTION- FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2024-2025	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	$1,793,822.00	084112
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,793,822.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

ITEM 7.F
Network Security and Monitoring Software Service Renewal

Request

Request approval to renew maintenance for Network Security and Monitoring Software from CDW using the OMNIA Mesa contract 2024056-01 - GOV (Contract #20240301) for a three-year term at $86,410.64.

Explanation

The City has depended on this security and network monitoring platform for the past 17 years, and approval is sought to renew the software maintenance for an additional three-year term under the Omnia Mesa Government Contract #2024056-01 (Contract #20240301). This tool is vital to daily IT operations and a key part of the City's cybersecurity posture. It offers real-time insight into system performance, availability, and security by collecting and analyzing data from servers, devices, and applications. This allows IT staff to quickly detect issues, troubleshoot outages, manage resources efficiently, and ensure reliable operations across both on-premises and cloud environments.

The renewal guarantees continuity of service for a mission-critical system that supports the stability and security of the City's network infrastructure by providing access to the latest software versions, bug fixes, and ongoing product support.

This purchase is also governed by a previously executed Participating Entity Addendum, related to Omnia Mess Government Contract #2024056-01 between the City and CDW.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 504647			23,000	26,106.01

Financial Summary:

Annual payments of $28,716.54 for year 2 and $31,588.09 for year 3 will be included in the IT Software Maintenance Operating Accounts for FY27 & FY28.

Recommendation

Approval to renew maintenance for Network Security and Monitoring Software from CDW under the OMNIA Mesa contract 2024056-01 - GOV for a three-year period at a cost of $86,410.64.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):
1. Network Monitoring and Security Software Quote

ITEM 7.G
Architectural Design Services for the Oak Street Park Concession Stand Renovations

Request

Request approval to contract with 8-KOI, Inc. (Contract# 20260132) for design services to renovate the Oak Street Park Concession Stand Project at a cost of $33,073, with an approximate 6% contingency, totaling $35,000. Also, authorize the City Manager or their designee to sign any additional documents or change orders necessary to implement the contract.

Explanation

The Public Works & Engineering Department is overseeing improvements to the existing concession, restroom, and storage building at Oak Street Park. The project involves interior renovations and code-compliance upgrades to enhance functionality, safety, and accessibility while preserving the existing building footprint. These services will be carried out under the City's current Renovation and Construction Master Agreement with 8-KOI, Inc., Contract #20240111. The proposed services include preparing design and permitting documents for the renovation.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206-506393 10445206-506393	ST2306 ST26XX	Decrease Increase	$529,615.44	$35,000 $35,000

Financial Summary:

Adequate funding for the Oak Street Park Concession Stand Project is readily available in the accounts listed above.

Recommendation

Approve design services with 8-KOI, Inc., for $35,000 for the Oak Street Park Concession Stand Project to support the renovation, and authorize the City Manager or their designee to sign any additional documents or change orders needed to fulfill this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Task Order - CoK Baseball Concession - Phase 1

2. 8-Koi Agreement - Jun 07 2023

TASK AUTHORIZATION ORDER FORM

City Project Manager:	Wendy Romero
Date:	02.17.2026
Task Authorization Number:	20260132
Contractor/Consultant:	8-KOI, Inc.

In accordance with the terms and conditions of the Master Agreement (20240111) between the City of Kissimmee and 8-KOI, Inc., dated June 7th, 2023, the parties agree to perform the work itemized below.

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Provide Phase 1 architectural and engineering design services for the Oak Street Park Concession Stand Renovation project, including preparation of design and permitting documents per Exhibit A.

Attachment A – Scope of Work

Design services, which include site verification, architectural design development, coordination with engineering disciplines, preparation of permit-ready documents, and support during permitting.

Attachment B – Price Breakdown

PHASE 0.5 ~60% Preliminary Information	$3,500.00
PHASE I – 90% Deliverable + GMP Proposal	$17,743.80
PHASE II – 100% (Permit) Deliverable	$11,829.20
Total Fixed Fee	$33,073.00

Attachment C – Schedule

- Site Visit & Investigation Completion - 15 days
- ~60% Design information emailed to client for initial review (Email only, no meetings) - 25 days
- 90% Design Submittal + GMP Proposal - 45 days after site visit is complete
- City Review of 90% - 14 days
- 100% Sealed Construction Documents - 21 days after 90% approval
- Permitting support - As required

Attachment D – Subconsultants

Cape Design Engineering Co. will serve as the engineering subconsultant for this Task Authorization.

Task Authorization Total: $33,076 (Not-to-Exceed)

Recommended By: Wendy Romero Date: 02/04/2026

Reviewed By: Ivan Lespier Date: 02/04/2026

Contractor/Consultant Approved	City Commissioner
Name (print): Inga I. Young	Name (print): _____
Signature: Inga I. Young	Signature: _____
Date: 02/04/2026	Date: _____

Kissimmee Oak Street Baseball Fields Concession
Phase 1 Design-Only Services Proposal

To: City of Kissimmee
Facilities Construction & Maintenance Division
104 N Alaska Ave, Kissimmee
FL 34741



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Phase 1 Design-Only Services Proposal Kissimmee Oak Street Baseball Fields Concession Building Renovation

Project: 24C12
Client: City of Kissimmee Public Works & Engineering Department 101 Church Street, Suite 301 Kissimmee, FL 34741
Subject: Phase 1 – Stand-Alone Design & Preconstruction Services Oak Street Park Baseball Fields Concession Building Renovation
Attn: Ivan Lespier & Wendy Romero

8-koi and our wholly-owned subsidiary Cape Design Engineering Co. (CDE) are pleased to submit this firm, fixed-price proposal for Phase 1 Design-Only Services for the interior retrofit and code-compliance upgrade of the existing concession/restroom/storage building at Oak Street Park. This proposal incorporates the City's final Requirements Package and every written clarification received through December 1, 2025.

Fixed Price for Phase 1 Design Services

Cape Design Engineering Co. (CDE) Lump-Sum Design Fee: **$33,073.00 – Thirty-Three Thousand Seventy-Three Dollars** (Includes all engineering labor, site visits, reproductions, environmental consultant allowance, overhead, and profit)

Progress Payment Schedule

Milestone	Amount
PHASE .5 ~60% Preliminary Information Emailed to client	$3,500.00
PHASE I – 90% Deliverable + GMP Proposal	$17,743.80
PHASE II – 100% (Permit) Deliverable	$11,829.20
Total Fixed Fee	$33,073.00

Services will be invoiced monthly based on the percentage of work completed at the milestones listed above.

Proposed Schedule (Calendar Days from NTP)

- Site Visit & Investigation Completion → 15 days
- ~60% Desing information emailed to client for initial review (Email only, no meetings) → 25 days
- 90% Design Submittal + GMP Proposal → 45 days after site visit complete
- City Review of 90% → 14 days
- 100% Sealed Construction Documents → 21 days after 90% approval
- Permitting support → As required

Detailed Scope of Work Included in this Design Fee

The following items will be fully designed, detailed, and documented in the 90% and 100% submittals:

1. General / Whole Building
    - Retain existing footprint, slab, roof structure, and exterior walls
    - All new exterior personnel doors & frames (except the two existing 2nd-floor doors)
    - New LED lighting throughout renovated areas (occupancy sensors in restrooms/storage)
    - New water-resistant 2×2 drop-ceiling grid & tiles in all renovated areas
    - New bi-level ADA drinking fountain with bottle filler
    - New gutters + two French drains (1st floor only)

- Repair rotted fascia/soffits; new darker-color vinyl soffit throughout
- Repair concrete walkways/sidewalks for ADA-compliant transitions
- Pressure wash and seal existing brick exterior

2. Concession Stand
   - New exterior-rated hard-lid ceiling
   - New LED lighting & occupancy sensors
   - New non-skid epoxy flooring
   - Keep existing simple concession layout; remove open wall vents
   - New outdoor-rated oscillating wall fans
   - New GFCI receptacles as required; paint walls

3. Restrooms (Male & Female)
   - Demolish all existing CMU partitions
   - New solid plastic (HDPE/PVC) partitions with stainless-steel hardware
   - Reconfigure within existing footprint to achieve full ADA compliance
   - New plumbing fixtures, accessories, grab bars, hand dryers, baby-changing stations
   - New occupancy-sensor LED lighting and exhaust
   - New non-skid epoxy flooring and high-gloss epoxy paint

4. First-Floor Storage / Utility Rooms
   - New LED lighting & receptacles; paint as required
   - Relocate tankless water heater to improve storage space
   - Existing janitorial sink in Men's restroom remains (no new closet required)

5. Electrical / Telecom Room
   - Keep existing panel, meter, controllers in place
   - New LED lighting with occupancy sensor; paint

6. Second-Floor Storage & Penthouse
   - New LED lighting; paint as required
   - Repair/replace sills at existing roll-up doors for water-tightness
   - All else remains as-is

7. Plumbing / Mechanical / Environmental
   - New tankless electric water heater
   - Modify existing under-slab vent piping: • Cap one vent next to Women's restroom • Convert two vents next to Women's restroom into benches (structural design included) • Extend remaining vents upward through soffits as required
   - New overhead plumbing for relocated fixtures
   - No cooling/HVAC in base scope (mini-splits remain additive alternate)

8. Deliverables Included
   - Cover sheet, code summary, life-safety plans
   - Demolition plans
   - Full architectural, structural, MEP, civil plans, schedules, details
   - Project manual/specifications
   - Preliminary and final cost estimates
   - Firm Phase 2 GMP proposal (with 90% submittal)
   - Signed & sealed 100% permit-ready drawings and specifications
   - Permitting assistance (submission + one round of comment responses)

Changes to the scope or design concept from the Client after contract award will require a re-submission of cost for the additional services.

Clarifications and Assumptions Fee includes:

- All drawings in AutoCAD as required
- PDF submittals at each milestone
- All travel, reproductions, and coordination
- Preliminary and final construction cost estimates
- Firm Phase 2 GMP proposal
- Fee includes one (1) design review meeting with the City
-

Fee does not include:

- Construction of any kind (this is a design-only contract)
- Review or milestone meetings for the ~60% finish and floor plan (this is to be through email only)
- Environmental consultant allowance to address under-slab venting modifications
- Permit, impact, or utility connection fees
- HVAC cooling systems (ductless mini-splits remain an additive alternate)
- Geotechnical investigation
- Asbestos/lead/mold testing or abatement design
- Third-party special inspections
- Construction-phase services, RFI responses, or site observation

This fee proposal is valid for 30 days. 8-koi will mobilize once a purchase order has been received indicating a notice to proceed and work toward a schedule mutually agreed upon.

Deliverables

- ~60% Design information (finish selection and preliminary floor plan) emailed to client for review.
- 90% Design Submittal: Plans, specifications, cost estimate, and GMP proposal for Phase 2
- 100% Submittal: Sealed construction documents (permit-ready)

We look forward to working with you. If you have any further questions, please feel free to contact us.
Sincerely,

Matthew E. Charmbury, P.E. Director of Engineering Cape Design Engineering Co. (321) 208-5210 | mcharmbury@cdeco.com

_____

Otto Herrera Vice President of Construction 8-koi, LLC (321) 493-3089 | oherrera@8-koi.com

_____

By signing below, Client grants 8-koi Authority to Proceed (ATP) as proposed:

City of Kissimmee

By: _____ Date: _____ Name / Title:
Purchase Order / Contract #: _____

General Terms and Conditions Professional Services Agreement Between 8-koi and the Client

These General Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the Agreement) between CDE and the Client to perform the described services and all subsequent, mutually agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the Project. These terms and conditions will also apply to any contractor purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions herein.

Qualifications. Client has been provided information concerning CDE's qualifications and has had a full opportunity to investigate and confirm those qualifications. Client agrees CDE is qualified to provide the services required for the Project.

Standard of Care. CDE shall exercise the reasonable standard of care to comply with requirements of applicable codes, regulations, and current written interpretations thereof published and in effect during CDE's services. In the event of changes in such codes, regulations, or interpretations during the course of the Project that were not and could not have been reasonably anticipated by CDE and which results in a substantive change to delivered documents, CDE shall not be held responsible for the resulting additional costs, fees, or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

Client Deliverables. The Client shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project, and shall establish a budget with reasonable contingencies that meets the Project requirements. Any costs incurred due to late delivery of data, false information, or incomplete information or by subsequent changes of the information shall be borne by Client. The Client shall furnish for the benefit of the Project all legal, accounting and insurance counseling services required.

Representations and Warranties. The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. CDE will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. CDE, however, cannot and does not warrant or guarantee that the work will comply with the interpretation of such requirements by others. CDE warrants that it will perform the engineering services in a good and workmanlike fashion and in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing engineering services of a similar nature for similar projects that at the time the engineering services are performed.

CDE makes no warranties relating to the staffing, performance or costs of operation or practical implementation, nor makes any other warranties expressed or implied. All implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly disclaimed and waived, it being acknowledged and agreed that the only warranties afforded hereunder are those set forth in the Agreement. CDE shall have no liability for errors or inaccuracies in the engineering documentation attributable to the use and/or reliance upon data, design criteria, drawings, specifications, reports, or other information furnished by Client and CDE does not warrant such process, or the design associated therewith.

Limitation of Liability/Consequential Damages: To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of CDE and subconsultants, to the Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to CDE's services, this Agreement or any Addenda, from any cause or causes

whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall be limited to the lesser of (i) $50,000.00; or (ii) the total amount of compensation received by CDE under this Agreement. In no event shall CDE be liable to the Client or to any third-party for incidental damages, consequential damages, or loss of profits. As long as there are no specific mandatory laws to the contrary, in no case whatsoever, shall Client be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages, and any other act giving rise to liability.

Title to Engineering Documentation/Intellectual Property Right: The engineering documentation prepared by CDE which is supplied to Client in accordance with this Agreement shall become the property of Client upon receipt and payment in full for services rendered. CDE reserves all intellectual property rights in the engineering documentation and information provided to Client in particular copyright, right of inventions and confidential know-how (IP Rights). Client shall not disclose such documents and information received from CDE without CDE's prior written consent.

Invoices and Payments: CDE will submit invoices to the Client based in accordance with the payment conditions agreed upon in the Agreement. All invoices are due upon receipt. Client understands and agrees that it shall be fully responsible for the timely payment of all invoices regardless of whether Client may be entitled to reimbursement from a third-party. The Client agrees that CDE may withhold written reports and other work product pending full payment of all charges accrued. CDE may stop all work and withdraw from the Project if any invoice remains unpaid. A 15%/month finance charge may be applied to unpaid balances. In the event of termination, suspension or abandonment of the Project, the Client shall remain liable for all charges accrued.

Changes: Supplementary services or change requests by Client regarding the scope of engineering services will be invoiced separately based on the standard hourly rate for engineering change order services.

Delivery and Taking Over of Engineering Services: Delivery shall be regarded as completed on the date of receipt of the engineering documentation specified in the Agreement. The time schedule in accordance with this Agreement is preconditioned on the due fulfilment of all contractual obligations by Client. In case the Client does not fulfill its payment obligations or any other contractual obligations in time, the time schedule will be adjusted accordingly. Client shall notify CDE of any claims regarding the engineering documentation within thirty (30) days from the date of receipt of the engineering documentation, otherwise delivery of the engineering documentation and respectively, the engineering services shall be regarded as fully accepted by Client. In the case of non-conformity of the engineering documentation with the documents to be provided under this Agreement, CDE has the right to take remedial steps within a reasonable timeframe to be agreed upon between CDE and the Client. In no case shall Client be entitled to a price reduction in case of non-conformity.

Confidentiality: The parties shall treat all information and documentation exchanged under this Agreement except for the engineering documentation as confidential and make it known or accessible to third parties only to the extent necessary for the performance of this Agreement. This obligation remains in force for 3 years from the date of signature of this Agreement even when the present contract has been cancelled or withdrawn.

Relationship of the Parties: It is understood and agreed that in performing services related to the Project, CDE is acting as an independent contractor and not as an employee or agent of Client.

Entire Agreement; Amendment: This Agreement is the entire agreement of the parties concerning the Project and supersedes all prior agreements, representations, and understandings concerning the Project. This Agreement may be amended, modified, or supplemented only by a writing executed by both Parties.

Law and Venue: This Agreement shall be construed and governed by Florida law without reference to conflict of laws principles. Venue for any litigation arising out of or related to the Assignment or this Agreement shall

be litigated exclusively in a court of competent jurisdiction to the exclusion of the courts of any other state or jurisdiction.

Attorney Fees: In any litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

Force Majeure: Either party shall be excused for failures and delays in performance of its obligations under this Agreement because of any cause beyond its control and without the fault of such party for any act of God, war, pandemic, endemic, riot, insurrection, terrorism, hurricane, flood, or lightning strike. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance under this Agreement with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision. The parties acknowledge and agree that the provisions of this Section 15 shall not excuse any delay in performance, or any payment obligation contemplated by the Agreement, except to the extent that any precondition(s) to such payment obligation are delayed as a result of an event described herein.

Waiver: Waiver of any agreement or obligation set forth in this Agreement by either party shall not prevent that party from later insisting on full performance of such agreement or obligation and no course of dealing, partial exercise or any delay or failure on the part of any party in exercising any right, power, privilege, or remedy under this Agreement shall impair or restrict any such right, power, privilege, or remedy or be construed as a waiver therefor.

Severability: If any one or more of the provisions of this Agreement is adjudged to any extent invalid, unenforceable, or contrary to law by a court of competent jurisdiction, each, and all of the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Miscellaneous: The parties agree that this is a valid and binding contract effective as of the date of the last of the parties to sign below.

Pursuant to Florida Statute 558.0035, an individual employee or agent of Cape Design Engineering Company may not be held individually liable for negligence.

AGREEMENT between CITY OF KISSIMMEE

and

8-KOI for CONSTRUCTION AND RENOVATION SERVICES

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and 8-KOI, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under $500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".

4. **OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:

   A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,

D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.

E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed $500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

8. TERMINATION. Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a, certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00) – Any one person;

4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars ($50,000.00) any single occurrence;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000:00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00) per year;

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00)

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.

    a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

    b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

        i. The name of the insured Contractor,
        ii. The specified job by name and job number,
        iii. The name of the insurer,
        iv. The number of the policy,
        v. The effective date,
        vi. The termination date,
        vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the· provisions or cancellation of the policy.
        viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

    c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.

e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Kissimmee, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

14. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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 Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment. insurance laws, and the Florida Retirement System benefit, The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all requited federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files 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 the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.

21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

23. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. 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, or condition, or right of election, but same shall remain in full force and effect.

25. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY:
City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR:
Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

26. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City'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.

29. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor 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 City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.

30. PUBLIC ENTITY CRIMES. As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the, Agreement; and (4) include these requirement in certain subcontracts, such as construction, Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

33. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

34. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

35. PROJECT MANAGERS. The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

B. The CONTRACTOR Project Manager's contact information is as follows:

Inga Young, President/CEO
8-KOI
2725 Center Place
Melbourne, FL 32940
Phone: 321.802.6768
Email: iyoung@8-koi.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with

products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(*SIGNATURE PAGE TO FOLLOW*)

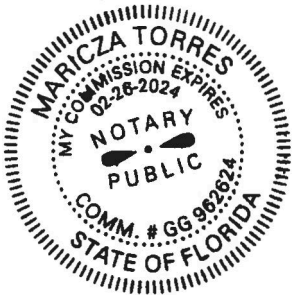
IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR
By: Inga I Young
Title: President
Date: 05/08/2023

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of May, 2023, by means of ☑ physical presence or ☐ online notarization, by Inga I. Young as President for 8-koi, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary:
Print Name: Maricza Torres
My Commission Expires: 02/26/2024

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner

Date: Jun 07 2023



ATTEST:

City Clerk Linda S. Hansell

Approved as to form and legal sufficiency:

City Attorney Olga Sanchez de Fuentes

EXHIBIT A
RFQ2023-002

EXHIBIT "B"
Contractor's Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:

   - Construction of sheds, small structures and covers
   - Minor Structural Repairs
   - Remodeling and/or, Renovations
   - Roofing Repairs or New Installations
   - Framing
   - Drywall Repair, Replacement or New Installation
   - Pouring or repair of Concrete Slabs, Pathways, or Structure
   - General Site Work
   - Landscaping
   - Painting
   - Stucco Work
   - Insulation
   - Finish Carpentry
   - Window and Door – New Installation or Repairs
   - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
   - Design and installation or new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
   - Demolition
   - Repair or improvement of MSTU/BU subdivision perimeter walls
   - Repair or improvement of MSTU/BU subdivision entrance features
   - Repair or improvement of MSTU/BU community cabana buildings
   - Etcetera – Other Work as Assigned to Complete Each Task Authorization

2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.

3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

4. **Security:** The following security guidelines must be followed as part of this Agreement:

a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.

b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.

c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.

d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.

e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.

5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.

7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.

8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.

9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.

10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
    a. The Contractor is responsible for their Sub-Contractors.
    b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
    c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.

12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.

13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.

14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.

15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.

16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors arid its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.

18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

a. Contractor = the vendor, firm or company that is a party to this Contract.
b. TA = Task Authorization, written approval and award for a specific project.
c. PO = Purchase Order
d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to $5,000:** Work estimated less than or equal to $5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to $5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.

2. **Work greater than $5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **$500,000.00** unless it is deemed in the best interest of the City.
    a) The Project Manager or designee identifies services that needs to be performed.
    b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
    c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
    d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
        i. Brief description of the work to be performed.
        ii. Labor and material costs for each of the major elements of work. Total cost of project.
        iii. List of sub-contractors (if any).
        iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
        v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
    e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
    f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
    g) The City' s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
    h) A typical Task Authorization shall include the following:

i. Sequential Tracking Number
ii. Description of the work to be performed
iii. Special Conditions (if applicable)
iv. Identification of all sub-contractors to be used (subject to City approval)
v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
vi. Liquidated damages provision (if applicable)
vii. Milestone Schedule and date of Completion
viii. Pertinent Attachments

i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.

j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

k) The Contractor shall control all work.

l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in. the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.

m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.

n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.

o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

TASK AUTHORIZATION FORM ON THE FOLLOWING PAGE

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee	**City Project Manage**r:
Task Authorization	Date: Number:
In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.	Contractor: Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: $

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

_____

Contractor/Consultant Approved	**City Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

ITEM 7.H
Hilliard Ridge Subdivision Final Acceptance

Request

Acceptance of the subdivision improvements for Hilliard Ridge.

Explanation

The developer, KB Home Orlando, requests acceptance of the subdivision improvements for Hilliard Ridge (DRC# SR-21-0004). Construction has been deemed substantially complete, with all inspections conducted and finalized in accordance with the City's subdivision site improvement, inspection, and certification procedures (LDC §14-3-43).

The fee-simple subdivision is located on the north side of Hilliard Isle Road, just east of Simpson Road. Required improvements with this development include paving, grading, drainage, water, sewer, landscaping, amenities, and street lighting.

The subdivision roads (public rights-of-way) and street lighting have been dedicated to and will be maintained by the City; the stormwater ponds and open-space tracts have been dedicated to and will be maintained by the Hilliard Ridge Homeowners Association, as applicable.

The owner has posted a maintenance bond in the amount of $401,309.45 to ensure the satisfactory condition of the required subdivision improvements for a period of one (1) year from the date of formal acceptance by the City Commission.

The City Manager previously approved the final plat with a performance guarantee for this subdivision (DRC# SR-24-0013) on August 26, 2025. Public improvements are dedicated to the City free and clear of all liens and encumbrances.

Recommendation

Approve acceptance of the subdivision improvements for Hilliard Ridge (DRC# SR-21-0004); authorize the Mayor and City Clerk to execute all necessary documents.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. 2. Hilliard Ridge Final Acceptance (DRC# SR-21-0004)_Maintenance Bond
2. 1. Hilliard Ridge Final Acceptance (DRC# SR-21-0004)_Vicinity Map

MAINTENANCE BOND

Bond No. 024289614

KNOW ALL MEN BY THESE PRESENTS:

That KB Home Orlando, LLC 9102 Southpark Center Loop, Suite 100, Orlando FL 32819, **as Principal, hereinafter called Contractor, and** Liberty Mutual Insurance Company 175 Berkeley Street, Boston MA 02116, **as Surety, hereinafter called Surety, are held and firmly bound unto** City of Kissimmee 101 Church Street Kissimmee, FL 34741, **as Obligee, hereinafter called Owner, in the penal sum of** Four Hundred One Thousand Three Hundred Nine and 45/100 **Dollars ($** 401,309.45 **), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.**

WHEREAS, Contractor has constructed various public improvements:

Hillard Ridge (SR-21-0004)

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of One (1) Year **from the date of substantial completion of the work provided for in the Plans, then this obligation to be void; otherwise to remain in full force and effect.**

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 10th **day of** November, 2025.

In the presence of:

Eileen Sesto

KB Home Orlando, LLC

Principal **(Seal)**

By: Michael Robertson VP Finance

Title

Liberty Mutual Insurance Company

Surety

By: Brenda Wong, Attorney-in)fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE§ 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 11/12/2025 before me, Marie Claire Trinidad, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Brenda Wong ----------,
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIE CLAIRE TRINIDAD
COMM. #2497215
Notary Public - California
Orange County
My Comm. Expires Aug. 11, 2028
NRO1 NRO1

Signature of Notary Public, Marie Claire Trinidad

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brenda Wong

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda Wong

all of the city of Los Angeles, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

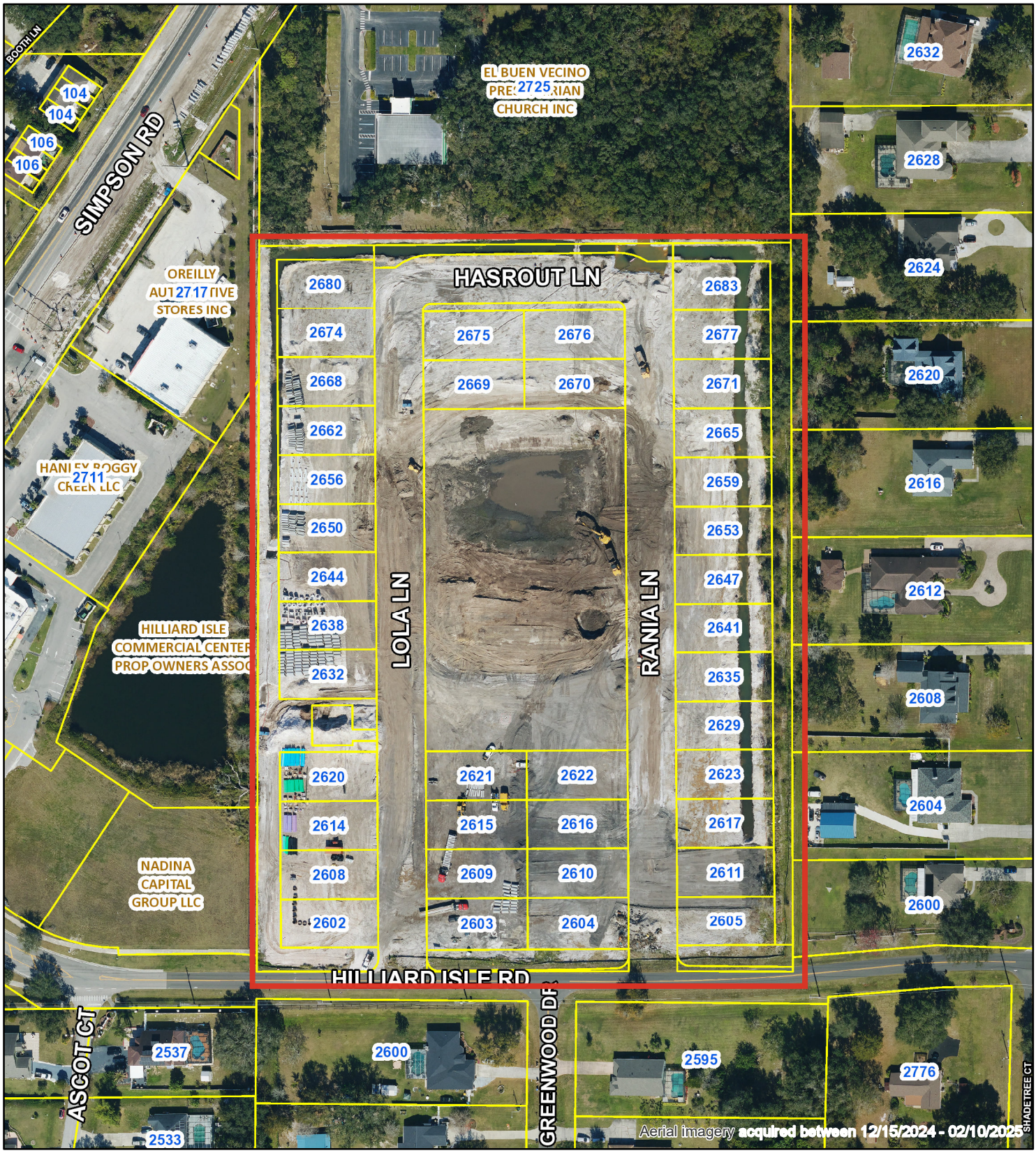
I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of November, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Hilliard Ridge Final Acceptance (DRC# SR-21-0004)

Date Generated: 11/12/2025

0 170 340 680 Feet

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

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

ITEM 7.I
Award Construction Contract, Notice to Procure, and Notice to Proceed to Hubbard Construction for Parcel 8 Construction

Request

Request approval to Award Construction Contract, Notice to Procure, and Notice to Proceed to Hubbard Construction for Parcel 8 Construction at Kissimmee Gateway Airport. (Contract #20260147)

Explanation

The Kissimmee Gateway Airport's Parcel 8 is situated on the airfield near the intersection of Dyer Boulevard and MLK Jr. Boulevard. The site has been designated for the development and expansion of aviation businesses. To prepare the site for construction, unsuitable soils must be removed and replaced with appropriate materials. Additionally, grading will be performed to meet stormwater runoff requirements in accordance with the South Florida Water Management District Permit. FDOT has provided grant funding for this project, and competitive bids have been received for the work. AVCON will oversee the project and deliver record drawings upon completion.

Competitive bids were received on August 21, 2025. Due to the inability to secure additional state funding, the scope of work was reduced to match the available funding. Attached is the Letter of Recommendation provided by AVCON, Inc.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	Par8 Const		4,417,648.77	4,417,648.77

Financial Summary:

The project cost is $4,417,648.
80% FDOT ($3,534,119.02)
20% Local match (Airport) ($883,529.75)

Recommendation

Approval to Award Construction Contract, Notice to Procure, and Notice to Proceed to Hubbard Construction for Parcel 8 Construction at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) Hubbard Construction Airport Contract - Bond - Award Letter for Parcel 8

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ in the year of 20___, by and between the City of Kissimmee, Florida hereinafter together called the OWNER, and Hubbard Construction Company, Inc., hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by the OWNER, hereby covenants and agrees to procure, furnish and deliver all of the materials and supplies and to do and perform all of the work and labor required to:

Project Description:

DYER BUSINESS AIRPARK DEVELOPMENT (PARCEL 8) – EARLY EARTHWORKS PACKAGE - 2026

The description of the proposed work includes but is not limited to the following:

This project consists of the construction of airside and landside civil site earthworks, fencing, turfing, and partial storm drainage work, as more fully depicted in the Early Earthworks plans as a supplement to the original bid package drawings. Due to the limited available funds, the project scope has been tailored to fit the available budget funds.

..... pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds. The work may be divided into multiple bid schedules

Work shall be completed for the Unit Prices Bid within **240 Calendar Days to substantial completion, with an additional 14 calendar days to Final Completion, for a total of 254 calendar days**. The work shall be in conformity with the **Project Manual** on file at the Office of the Director of Aviation, at the City of Kissimmee Gateway Airport, Florida, (designated **FDOT FPN 450681-1 (Design) , FDOT FPN 440781-1 (Construction)** and which Construction Plans, Technical Specifications, and Contract Documents including, but not limited to, those documents contained in the **Project Manual** are incorporated herein and made a part of this Agreement with the same effect as if they had been set forth fully in the body of this Agreement, and CONTRACTOR agrees to and shall be bound by all of the terms, conditions, and requirements of the Contract Documents.

The CONTRACTOR agrees to make payment of all proper charges for labor, materials, supplies and services required in the aforementioned work, and to defend, indemnify, and save harmless the OWNER and all their members, officers, agents, employees and servants, and each and every one of them, against and from all suits and costs of every kind and description, and against and from all damages to which the OWNER or any of its members, officers, agents, employees or servants may be put, by reason of injury to the persons or property of others resulting from the performance of the Work, or through the Negligence of the CONTRACTOR, or through any improper or defective machinery, implements or appliances used by the CONTRACTOR, its agents, employees, servants or any other person or entity for whom the CONTRACTOR is responsible.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof. However, as a minimum, liquidated damages will be assessed in the sum of **$500.00** for each consecutive calendar day past the date of FINAL completion.

In consideration of the premises, the OWNER will pay to the CONTRACTOR for the said Work, when fully completed, the Contract Price **$ 4,417,648.77 (Four Million Four Hundred Thousand Six Hundred Forty Eight Dollars and Seventy Seven Cents).** for the Unit Price Bid subject to such additions and deductions as provided for in the Contract Documents. Payments shall be made at the Unit Price amount, as provided for and upon the terms set forth in the Contract Documents. It is understood that the total amount to be paid shall be based on the said Unit Price bid made a part of this Agreement for the work actually completed in accordance with the Contract Documents.

Unless otherwise declared in an addendum hereto, CONTRACTOR warrants to OWNER that no member, officer or employee of the OWNER has any material interest (as defined in Section 112.312 (1) Florida Statutes) either directly or indirectly, in the business of the CONTRACTOR to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

The Contractor hereby warrants that all labor furnished under this Contract shall be competent in performing the tasks undertaken, that the product of such labor shall yield only first-quality results, that all materials and equipment provided shall be new and of first quality, that the completed work will be complete, of first quality, without defect, and that all work strictly complies with the requirements of this Contract. The Contractor warrants the work completed under this Contract to be free from defects and shall correct any defects found for a period of at least one calendar year beginning upon final acceptance of the work by the Owner. Contractor shall complete and submit the Certificate of Warranty (Section CW) prior to final payment, as well as the Final Release of Lien and other required documents contained in the bid package attached hereto.

This Contract shall be binding upon the OWNER, its successor or successors, and upon the CONTRACTOR and its heirs, executors, administrators, successors, and assigns, and is voidable and may be terminated by the OWNER, in accordance with the provisions of the Contract Documents which are made a part of this Agreement, or if the provisions of the statutes relative thereto are not complied with.

(Use this page if the CONTRACTOR is a Corporation)

IN WITNESS WHEREOF, the said City of Kissimmee, Florida has caused this Contract to be executed in its name by _____ and has caused the seal of said OWNER to be hereto attached; and the said CONTRACTOR has caused this Contract to be executed in its name by Tom Craft, attested by William Dumas, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____
OWNER

_____

By: _____

ATTEST:

By: _____

_____
_____
HUBBARD CONSTRUCTION

By: _____
THOMAS O'CRAFT
SENIOR VICE PRESIDENT

ATTEST:

By: _____
WILLIAM DUMAS
ASST SECRETARY

(Use this page if the CONTRACTOR is a Partnership or an Individual)

IN WITNESS WHEREOF, the said City of Kissimmee, Florida has caused this Contract to be executed in its name by _____ and has caused the seal of said OWNER to be hereto attached; and the said CONTRACTOR has hereunto set _____ hand _____ and seal _____ all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____
OWNER

_____

By: _____

ATTEST:

By: _____

_____

_____
CONTRACTOR

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)
(CONTRACTOR)

Empower Results®

Aon Risk Solutions

Performance Bond and Payment Bond
Date Authorization

February 4, 2026

CITY OF KISSIMMEE, FLORIDA
5555 E. Michigan St. Suite. 200
Orlando, FL 32822
(as Obligee)

RE: Contractor (as Principal): HUBBARD CONSTRUCTION COMPANY
Project Name: 440781-1; ISM Kissimmee Parcel 8 Development Early Earthworks Package
Contract Amount: $4,417,648.77
Performance and Payment Bond(s) No.: 016253031

The Performance and Payment Bond(s) covering the above captioned project were executed by this agency, through LIBERTY MUTUAL INSURANCE COMPANY ,
as Surety(ies), on February 4th, 2026.

We hereby authorize the above noted Obligee to date all bonds, powers of attorney and other attachments (if any) to coincide with the date of the contract.

If you should have any additional questions or concerns, please do not hesitate to call the undersigned at 404-261-3400.

Sincerely,
Aon Risk Services Central, Inc.

Signature

Peter Gonzalez
Print Name

Surety Analyst
Print Title

AON RISK SERVICES SOUTH, INC.
Three Ravinia Drive, Suite 2200, Atlanta, GA, 30346
tel: 404-261-3400

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213642-016018**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Pedro Gonzalez, Jr.

all of the city of Miami state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AON

February 4, 2026

Phillip Pagan
HUBBARD CONSTRUCTION COMPANY
1936 Lee Road Suite 300
Winter Park, FL 32789

RE: CITY OF KISSIMMEE, FLORIDA
Bond #: 016253031
Project: 440781-1; ISM Kissimmee Parcel 8 Development Early Earthworks Package
Contract Amount: $4,417,648.77

Dear Phillip Pagan:

Enclosed please find the above captioned bond(s) executed per your request.

The bond(s) must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. Bond executed in 3 counterparts.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate names(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention, in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

Peter Gonzalez

PERFORMANCE AND GUARANTY BOND FORM

CITY OF KISSIMMEE, FLORIDA

KNOW ALL MEN BY THESE PRESENTS that Hubbard Construction Company, _____, hereinafter called Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Florida, and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the City of Kissimmee, Florida , hereinafter called Owner, in the amount of _____

Four Million Four Hundred Seventeen Thousand Six Hundred Forty Eight and 77/100 Dollars ($ 4,417,648.77) for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20___, entered into a contract with the City of Kissimmee, Florida, in accordance with the Contract Documents (designated as **FDOT FPN 450681-1 (Design), FDOT FPN 440781-1 (Construction)** for the contracted work which is incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its warranty provisions in the time and manner prescribed in the Contract, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees, including appellate proceedings, that Owner sustains resulting directly or indirectly from any breach or default by principal under the Contract, and

3. Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that the Owner sustains resulting directly or indirectly from conduct of the Principal including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorney's fees) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate, and not conditional or contingent, upon Owner's pursuit of its remedies against principal, and shall remain in full force and effect notwithstanding; (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with, or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding; or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to not less than a four-year and not more than a five-year limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, The Principal and Surety have executed this instrument

under their several seals on this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____

_____

(SEAL)

Liberty Mutual Insurance Company
Pedro Gonzalez Jr.
(SEAL)

_____

N/A
(Countersignature of
Florida Resident Agent)

By: Hubbard Construction Company
Principal

By: _____
(Official Title) Tom Craft; Senior Vice President

By: _____
(Official Title) Attorney-in-Fact

(SEAL)

Note: If Principal or Surety are corporations, the respective corporate seals should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Bidder: Hubbard Construction Company

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, William Dumas, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance and Guaranty Bond; that Tom Craft, who signed the said bonds on behalf of the Principal, was then Senior Vice President of said corporation; that I know his signature and his signature thereto is genuine; and that said bonds were duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

_____
Secretary

(Corporate Seal)

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained Contractor's Liability and other required insurance.

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained the required Owner's Protection Liability Insurance.

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POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213642-016018**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Pedro Gonzalez, Jr

all of the city of Miami state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PAYMENT BOND FORM

CITY OF KISSIMMEE, FLORIDA

KNOW ALL MEN BY THESE PRESENTS THAT Hubbard Construction Company

hereinafter called Principal, and Liberty Mutual Insurance Company

a corporation organized under the laws of the State of Massachusetts having its home office in the City of Boston and licensed to do business in the State of Florida hereinafter called Surety, are held and firmly bound unto City of Kissimmee, Florida, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of Four Million Four Hundred Seventeen Thousand Six Hundred Forty Eight and 77/100 Dollars ($ 4,417,648.77), for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____ entered into a contract with the City of Kissimmee, Florida, Owner of Kissimmee Gateway Airport in accordance with the Contract Documents (**FDOT FPN 450681-1 (Design), FDOT FPN 440781-1 (Construction)** for the contracted work incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all claimants as defined in the Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provision of Florida Statutes including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 30 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall within 90 days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the material or supplies and of the non-payment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Bond after one year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding; (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding; or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contractor the changes therein shall affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

KISSIMMEE GATEWAY AIRPORT
DYER BUSINESS AIRPARK DEVELOPMENT (PARCEL 8) – EARLY EARTHWORKS PACKAGE - 2026

PAYMENT BOND FORM

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument

under their several seals on this_____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representatives, pursuant to authority of its governing body.

Signed, Sealed and Delivered
in the presence of:

_____

_____

Hubbard Construction Company
Principal

By:_____
(Name and Title) Tom Craft; Senior Vice President
(SEAL)

Liberty Mutual Insurance Company
Surety

By:_____
Pedro Gonzalez Jr.; Attorney-in-Fact

Harry Tejeda, Surety Witness

Jessica Pineda; Surety Witness

N/A
(Counter-signature of Florida Registered Agent)

Note: If Principal or Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

Bidder: Hubbard Construction Company

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, William Dumas, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that

Tom Craft, who signed the said bonds on behalf of the Principal, was

then Senior Vice President of said corporation; that I know his signature and his signature thereto is genuine; and that said bonds were duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

_____
Secretary

(Corporate Seal)

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained Contractor's Liability and other required insurance.

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained the required Owner's Protection Liability Insurance.

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213642-016018**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Pedro Gonzalez, Jr

all of the city of Miami state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	
Cash and Bank Deposits	$1,850,245,073.00
*Bonds – U.S Government	$3,859,565,383.00
*Other Bonds	$21,048,805,773.00
*Stocks	$19,937,271,802.00
Real Estate	$122,228,711.00
Agents' Balances or Uncollected Premiums	$8,208,660,427.00
Accrued Interest and Rents	$186,906,667.00
Other Admitted Assets	$15,677,869,683.63
Total Admitted Assets	**$70,891,553,519.63**

Liabilities	
Unearned Premiums	$10,298,963,305.00
Reserve for Claims and Claims Expense	$28,848,537,243.00
Funds Held Under Reinsurance Treaties	$360,714,151.00
Reserve for Dividends to Policyholders	$1,310,198.00
Additional Statutory Reserve	$296,126,000.00
Reserve for Commissions, Taxes and Other Liabilities	$7,622,413,466.63
Total	**$47,428,064,363.63**
Special Surplus Funds	$209,508,757.00
Capital Stock	$10,000,075.00
Paid in Surplus	$13,834,867,488.00
Unassigned Surplus	$9,409,112,836.00
Surplus to Policyholders	$23,463,489,156.00
Total Liabilities and Surplus	**$70,891,553,519.63**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

September 3, 2025

Shaun Germolus, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 34741

2022.161.02 CP15

Re: Bid Results and Examination
Kissimmee Gateway Airport **(ISM)**
Dyer Business Airpark Development (Parcel 8)
FDOT FM #s: 450681-1 (Design) / 440781-1 (Construction) / Bid #IFB2025-003

Shaun:

On August 21, 2025 at 2PM, the Airport received bids on the above-noted project. A total of five (5) bids were received as follows:

Bidder	BS-A	BS-B	BS-B1	BS-C	Total Bid
Hubbard Construction Company	$6,433,664.83	$6,238,395.87	$821,547.51	$915,659.31	$14,409,267.52
Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.	$5,948,724.75	$7,859,855.25	$1,115,900.50	$1,129,472.95	$16,053,953.45
Ranger Construction Industries, Inc.	$6,359,657.45	$7,295,257.75	$1,214,447.00	$1,243,863.30	$16,113,225.50
The Middlesex Corporation	$7,647,556.67	$7,599,276.44	$978,968.16	$1,029,084.10	$17,254,885.37
* Cathcart Construction Company – Florida, LLC	$6,513,040.13	$9,349,262.93	$1,619,760.13	$3,305,186.83	$20,787,250.02
Engineer's Estimate	$8,488,904.79	$11,773,969.15	$1,764,648.77	$1,816,466.87	$23,843,989.59

* Cathcart's bid has been deemed technical non-responsive as they did not provide their financial documentation, as required in the Bid Documents.

A complete list of all quantities and unit prices are provided in the attached Bid Tabulation. The apparent low bidder is **Hubbard Construction Company (Hubbard)** whose combined Bid

Total for Bid Schedules A, B, B1, and C is **$14,409,267.52** which is approximately 39% lower than the Engineer's Estimate, as noted above.

BID REVIEW

The bid submitted by Hubbard appears to be complete and responsive, including the required proposal documentation, Bid Schedules A, B, B1, and C, bonding, project history, and acknowledgement of Addendums 1-5. Hubbard has committed to a DBE goal of 6.29% which exceeds the overall DBE goal set for the project of 3.8%. The project references provided are in good standing with the City of Orlando, Nassau County, and FDOT. Additionally, Hubbard is registered as prequalified with FDOT and is well-known throughout the industry with a good reputation for Airport construction including MCO. AVCON and ISM have recent good experience with Hubbard on the TW Echo extension project from 2023.

INSURANCE UNDERWRITER RATINGS

AVCON performed a check of the various insurance carriers listed in the bid submittal on A.M. Best's ratings guide. The Bid Documents require a minimum Financial Strength\Stability rating of "A" (Excellent) and a minimum equivalent Financial Size rating of "IX" ($500M). Based on our findings:

Company	Strength-Stability \ Financial Size -	Purpose
Liberty Mutual Insurance Company	A (Excellent) \ XV	Bid Bond
XL Specialty Insurance Company	A+ (Superior) \ XV	Commercial General Liability\Automobile\Worker's Comp\Employer Liability
Zurich American Insurance Company	A+ (Superior) \ XV	Umbrella Liability

Based on these ratings, the insurance carriers meet the bid documents' requirements.

RECOMMENDATION TO AWARD AND FUNDING

As you know, currently the project has secured only **$3.75M** in funding by FDOT, to cover both construction and construction engineering. Because the actual available funding picture is incomplete, a detailed funding share level breakdown cannot be accurately generated at this time. However, I have updated the ongoing funding plan from earlier this year with the Hubbard bid. If we eliminate Bid Schedules B1 and C the project could save approximately $2M. Furthermore, much of the work in Schedule C will be redone (destroyed) in 2027 due to the TW A rehab and shift project currently starting design. The storm drainage structures will need to be built now, however, in order to preserve the South Florida Water Management District (SFWMD) permit. So, if not awarding either Schedule B1 or C, the plans will need to be redesigned under a new Task Order and sub-task for Construction Engineering with the City. Preferably this would be prior to the execution of any contract with Hubbard in order to avoid a large change order immediately after the start of construction.

Pending the funding/financing development and decision making discussed above, and notwithstanding the City's Legal Counsel review, **AVCON** suggests that the City consider a two-stage award at this time. The first stage would be to award enough of the project to dewater, set up SWPPP measures, excavate the unsuitable soils, bring in clean fill either from on- or off-site, and construct the building pads (embankment fill), then turf the pads for SWPPP purposes by the deadline discussed with the tenant of January 9, 2026. The award would need to cover a portion of the mobilization items as well as enough construction engineering for AVCON to assist the Airport in construction management and inspection. Once the additional funds are

obtained, then the remainder of the project could be awarded. Per City policy, all the funding must be in place prior to the execution of a contract with the contractor and consultants. Timing here is essential, as the project has not received all the necessary Toho and City of Kissimmee permits, which are pending, with the final round of submittals going back for review as of the date of this letter. So, permission from the COK engineering department is needed to start the early works package.

The next step is to secure the remainder of the funding and prepare the construction engineering scope of services, at your direction. The bid documents require Hubbard to hold their prices for 180 calendar days from the date of the bid opening, so that is some good news.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

AVCON, INC.

Russell D. Holliday, PE, M.ASCE
Senior Project Manager - Airports

Enclosure: Bid Tabulation

ITEM 7.J
Agreement with Monument Warehouse, LLC for Rose Hill Cemetery Columbarium

Request

Request approval of the agreement with Monument Warehouse, LLC, for the Rose Hill Cemetery Columbarium, and authorize the City Manager to sign the agreement and any other necessary documents. (Contract #20260157)

Explanation

In Spring 2025, the Parks and Recreation Department awarded RFP 2024-003 to Monument Warehouse, LLC, for a columbarium at Rose Hill Cemetery. They were the only qualified bidder to submit a complete package, including the concrete slab, units, and installation.

The City secured extra funds to install a second set of units. To ensure consistency, staff recommends awarding this as a sole-source contract to Monument Warehouse, LLC. The vendor has provided a quote, confirmed stock availability, and verified that the project can stay within budget.

Staff requests that the Commission approve this sole source award and authorize the City Manager to sign the agreement and related documents with Monument Warehouse, LLC, for the additional units at Rose Hill Cemetery.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150506-506393	PR2620	Decrease	$80,000	$78,107

Financial Summary:

The funds are available in PR2620 to complete this project and agreement terms.

Recommendation

Approve the agreement with Monument Warehouse, LLC, for the Rose Hill Cemetery Columbarium, and authorize the City Manager to sign the agreement and any related documents.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
City of Kissimmee

1. (S) Agreement Monument Warehouse

AGREEMENT BETWEEN
CITY OF KISSIMMEE AND MONUMENT WAREHOUSE, LLC

THIS AGREEMENT is made this _____ day of _____ 2026 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City," and **MONUMENT WAREHOUSE, LLC,** located at 1551 Mineral Springs Rd, Elberton GA 30635, hereinafter "Contractor", collectively hereinafter the "Parties" and each represents as follows:

WITNESSETH

WHEREAS, the City is in need of additional columbaria, to include construction and installation of pre-assembled columbaria, in the cremation section of Rose Hill Cemetery at 1615 Old Boggy Creek Road, Kissimmee, FL 34744 (hereinafter referred to as "Project"); and

WHEREAS, pursuant to the City's Purchasing Manual, the City may procure goods and services from a single source when the City selects a vendor for substantial reasons; and

WHEREAS, the City's Purchasing Manual, states that "continuation of previous work" is an acceptable substantial reason to procure goods or services from a single source; and

WHEREAS, the Contractor was previously selected, following a competitive bidding process, RFP No. 24-002, to supply and construct columbaria in 2023, and the City desires that the new units match those previously installed by the Contractor; and

WHEREAS, the City's Mayor, by signing this agreement, has affirmed that the City's Commission has approved this single source purchase; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

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

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, and the Proposal, which is attached hereto as Exhibit A, the Human Trafficking Affidavit, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, and Exhibit B, in that order.

3. **TERM.** The term of this Agreement shall begin upon execution of this Agreement and

end upon the completion of the Project. The Project shall be substantially completed within twelve (12) months after the date the Notice to Proceed is issued. This Agreement may be extended for an additional twelve (12) months if mutually agreed upon in writing by the Parties.

4. **SCOPE OF WORK.** Contractor agrees to design, supply, construct and install two (2) columbaria complete at the cremation section of Rose Hill Cemetery, 1615 Old Boggy Creek Road, Kissimmee, FL 34744 (hereinafter the "Work") according to the terms, conditions, and pricing as further described in **Exhibit A**.

In providing the Work, Contractor shall:

A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
B. Coordinate work days, hours, and access to the Parks with the Project Manager along with delivery of the equipment/materials and installation.
C. Install all equipment/material per the manufacturer's instructions.
D. Obtain all required permissions and inspections as applicable.
E. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
F. Meet with the City and/or the Project Manager as requested and as arranged by the parties to review the Work.
G. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the City.

Within ten (10) days of the Effective Date of this Agreement, Contractor shall provide to the Project Manager the design for two (2) columbaria according to the specifications in Exhibit A and a schedule for the Work showing production and installation timeframes ("Project Schedule").

In entering into this Agreement, Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

Contractor shall perform the Work using the degree of care and skill ordinarily exercised

by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

5. **PAYMENT.** Upon review and approval of Contractor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services unless permitted by Florida Statutes section 218.735.

6. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

7. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee **Steve L. Lackey, Director** **Parks and Recreation** **101 Church Street, Suite 330** **Kissimmee, FL 34741**	**Contractor** **Ganesh Muruganantham** **Monument Warehouse LLC** **1551 Mineral Springs Rd** **Elberton GA 30635**

9. **PROJECT MANAGERS**. City and Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of City. If City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required.

City will notify Contractor, in writing, if the current City Project Manager is replaced by another individual.

A. City's Project Manager's contact information is as follows:
Michael McClung
Assistant Manager
101 Church Street
Kissimmee, Florida 3741
407-518-2340
Michael.McClung@cityofkissimmee.gov

B. Contractor's Primary Project Manager's contact information is as follows:

Ganesh Muruganantham
Monument Warehouse LLC
1551 Mineral Springs Rd
Elberton GA 30635
706-567-0197
GM@monumentwarehouse.com

10. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any Subcontractor agreement Contractor makes with others. If applicable, Contractor shall be required to furnish to City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

11. **NON-ASSIGNMENT**. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

12. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Contractor shall be, at all times, employees of Contractor under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.

13. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from City, Contractor shall only provide those services specifically approved or directed by City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and City shall continue to be responsible to Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

    Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. Contractor shall, however, be entitled to payment for services commenced and approved by City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

14. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement. If Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to the City.

    Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

    Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor, but without an opportunity to cure,

if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

15. **FORCE MAJEURE.** Shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither City nor Contractor shall be held liable or responsible to the counterparty, nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to City operations. City maintains the right to terminate the Agreement for convenience, negotiate with the next low bidder, or obtain the goods and/or services through a separate contract.

16. **INSURANCE.** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

    A) **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

    B) **Comprehensive General Liability:** Contractor will provide such coverage with limits of not less than $1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and

severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

C) **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

D) **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00 per occurrence.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

17. **INDEMNIFICATION.** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of City counsel, defend or pay for an attorney selected by City counsel to defend City, its Commission, officers, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform City in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. City shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of City being a governmental entity.

City shall not be liable for, and Contractor agrees to indemnify City against, any liability resulting from injury or illness, of any kind whatsoever, to Contractor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

18. **DISENTANGLEMENT.** Contractor will complete the transition of any terminated or completed Services from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any

interruption of or adverse impact on the Services or any other work provided by third parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

a. Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.

b. Provide all information regarding the work that these parties will need to perform the Disentanglement.

c. Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

19. **LABOR HARMONY.** Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute affecting labor harmony and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the Services.

20. **PERFORMANCE BOND.** Contractor shall post a performance bond for the total amount of the Work.

21. **TAXES.** Contractor certifies that all state and federal tax exemptions applicable to City will be applied.

22. **SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESPORE DAMAGED PROPERTY.** Contractor shall maintain a safe and secure worksite for the duration of the Work. Contractor shall maintain all areas in a neat and presentable condition. Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of City which is damaged by reason of Contractor's Work on or around such property.

In case of failure on the part of Contractor to restore and/or replace such property, or to make good such damage or injury, City may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to Contractor under the Agreement. Nothing in this provision shall prevent Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by City, provided that such property has not been damaged as a result from the performance of the Work or through fault of Contractor, its employees or agents.

23. **AUTHORITY TO SUSPEND WORK.** City and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should City be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of City, Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as City and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall City be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

24. **WARRANTIES AND REPRESENTATIONS.** Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by City, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and Contractor further agrees and binds itself that said improvements for such term

shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of City, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then City shall cause to be served upon Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and Contractor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Contractor or for which Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

City reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, to claim and recover from Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

25. WAIVER OF LIENS. Prior to final payment of the Agreement Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractor who participated in the Work that is the subject of this Agreement.

26. REMEDIES.

A) Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

B) Correction of Work. If, in the judgment of City, work provided by Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.

27. **WASTE AND HAZARDOUS MATERIAL DISPOSAL.** Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to City, and in accordance with federal, state, and local laws and ordinances.

28. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

29. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

30. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

31. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

32. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.

33. **CHANGES IN WORK ITEMS OR SCOPE.** City and Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by Contractor and City. All Change Orders must be approved by City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by Contractor unless Contractor has received a prior written Change Order signed by an authorized representative of City, except in an emergency where there is danger to life or risk of significant damage to property. No extra

costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

34. **GUARANTEES AND WARRANTIES.** Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing by City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Contractor.

35. **BREACH.** Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 14 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless City disputes satisfactory performance of services.

36. **ATTACHMENTS.** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

37. **NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

38. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and Local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

39. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action,

each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

40. **PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

41. **FUNDING.** The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

42. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

    Every Contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

    City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

43. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Contractor has

submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

44. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

45. **HUMAN TRAFFICKING.** Contractor shall provide City with a completed affidavit signed by an officer or representative of Contractor attesting, under penalty of perjury, that Contractor does not use coercion for labor or services as defined by section 787.06, Florida Statutes. See Exhibit B for a sample human trafficking affidavit.

46. **FOREIGN COUNTRY OF CONCERN.** Contractor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

47. **DISCRIMINATORY VENDOR LIST.** Contractor hereby acknowledges its continuous duty to disclose to City if Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

48. **NON-DISCRIMINATION.** Contractor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, gender identity, national origin, physical or mental disability, marital status or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees, for the period during which services are provided. Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

49. **REIMBURSEMENT OF TRAVEL EXPENSES.** City's reimbursement of Contractor for any reasonable travel expenses, including meals, lodging, and transportation, actually incurred in connection with this Agreement shall be limited to the permissible amounts for those travel expenses set forth in in Florida Statutes section 112.061.

50. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

MONUMENT WAREHOUSE, LLC

Ganesh Muruganantham

Position: President

Date: 2/6/26

STATE OF Georgia)
COUNTY OF Elbert)

The foregoing instrument was acknowledged before me this 6th day of February, 2026, by means of ☑ physical presence or ☐ online notarization, by **Ganesh Muruganantham** as agent for **Monument Warehouse LLC**, a Georgia LLC registered to do business in Florida, who is ☐personally known to me or ☐has produced identification.

Notary Seal:

KEVIN JONES
NOTARY PUBLIC
Elbert County
State of Georgia
My Comm. Expires 11/17/2028

Notary:
Print Name: Kevin Jones
My Commission Expires: 11/17/2028

CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Date:

Attest:

City Clerk

Approved as to form and legality:

City Attorney

EXHIBIT A

CONTRACTOR'S PROPOSAL

Monument Warehouse LLC
1551 Mineral Springs Rd, Elberton GA 30635
Voice/Fax:(800) 300-8025 Website: monumentwarehouse.com
email: sales@monumentwarehouse.com
FEIN - 27-1740331

Quotation

Bill To:
City of Kissimmee
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

Ship To:
RoseHill Cemetery
1615 Old Boggy Creek Rd,
Kissimmee, FL 34744

Matt
Libby

Quotation #:
127412
Invoice Date:
Jan 28, 2026

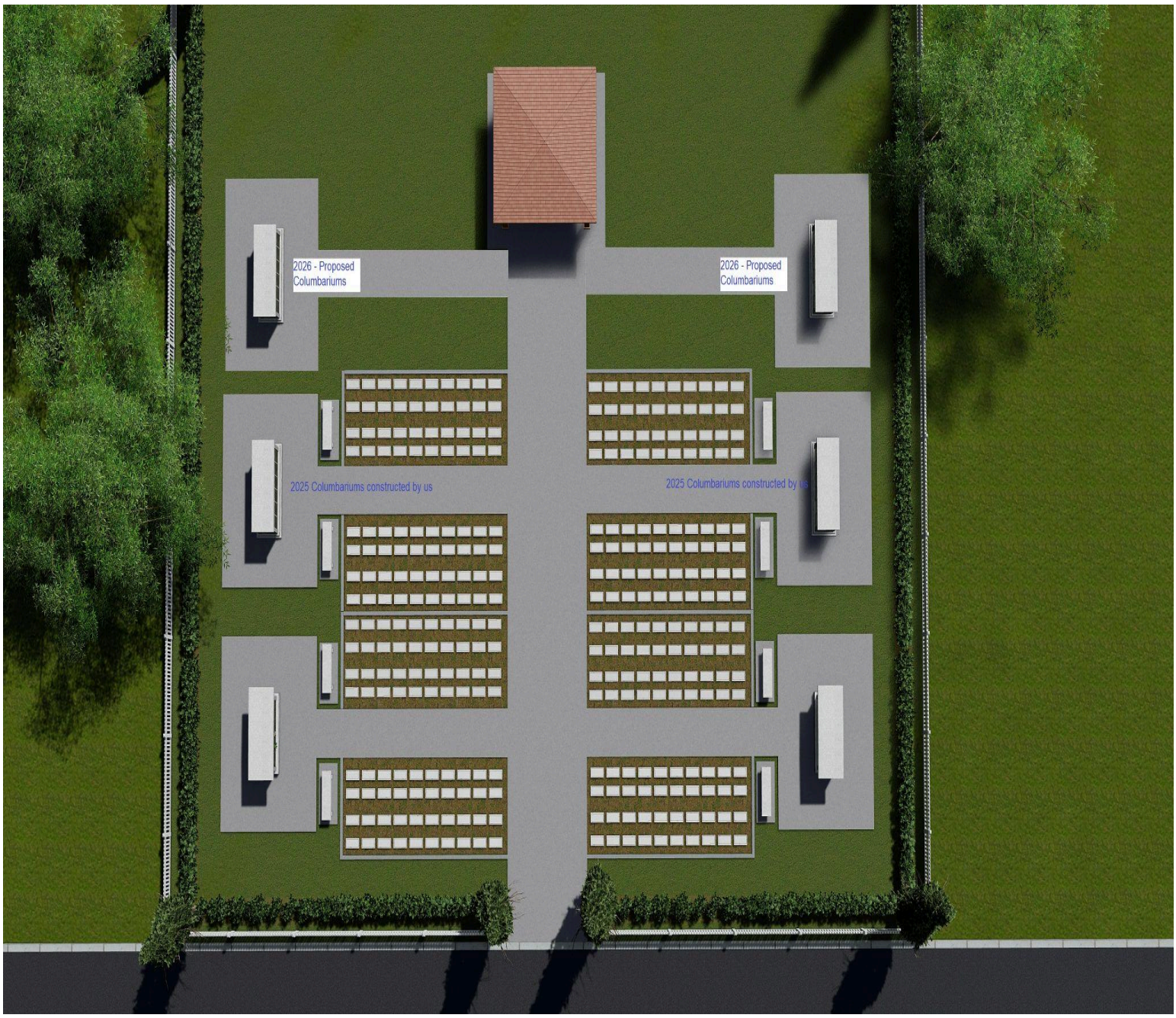
Customer PO #	Order Mode	Shipping Method
	PO	Delivery and Install

Cemetery Columbaria and Installation	Amount ($)	Quantity	Total ($)
Construction of (2) All Granite construction - Columbariums, including excavation, concrete foundation and installation. Identical to the Columbariums constructed by us in 2025 - Ref - City of Kissimmee - PO - 24001693 (2024)	78,107.00	1	78,107.00

		Weight		Amount	78,108.00

Amount in Words: Seventy eight thousand one hundred seven and 00/100

Proposed location of the Columbariums



At Monument Warehouse we are fortunate to work with materials that are larger than life, permanent, long lasting, and help create work of art that is meaningful for years and generations to come by.
We have over 45 years experience in the granite industry. We have manufactured and completed Columbarium projects directly through our inhouse team and indirectly through our network of dealers nationwide.

We have worked with several local government agencies for their Cemetery Columbarium needs.
We have completed work at City Cemetery in West Jordan UT, Rosehill Cemetery in Kissimmee FL, Pineywood Cemetery in Winter Park FL, Bryan City Cemetery in Bryan TX, Orange County Veterans cemetery in Goshen NY, City of Clermont FL cemetery, and Couch Cemetery, Marshfield MA.
We just completed (Aug 12, 2025) a Cremation Garden project for the City of West Jordan in Utah. Please refer to our past projects for more information.

I will be glad to provide you with any additional information.

Sincerely,

Ganesh Muruganantham
President
Monument Warehouse LLC
(706) 567-0197

Monument Warehouse LLC ,
1551 Mineral Springs Rd,
Elberton GA 30635

Contact
Ganesh Muruganantham, President
(800) 300-8025 x 3102 gm@monumentwarehouse.com

Reference
FEIN: 27-1740331
DUNS: 053139750
Entity: Georgia LLC
Unique Entity ID: ZA4MNCZDJG87
Cage: 88ZQ2
Date formed: Jan 21, 2010

We are a Quarrier, Manufacturer, Designer and Builder of lasting, and meaningful work of art in Granite, Marble, Porcelain, Bronze, and Stainless steel. From the quarry to installation, and concept to completion we do it all.
With over 250,000 square feet of built-up area, our own worldwide manufacturing and distribution facilities specialize in crafting monuments and memorials. Based out of Elberton GA - “The granite capital of the world”, we build memorials that are larger than life and often the best tribute that anyone could have built. We are engineers, builders, craftsmen, designers, artists, sculptors, stone masons, graphics designers, CAD draftsmen with decades of expertise in building memorials. We operate our own quarries and factories that manufacture the monuments. We use our own infrastructure for a seamless integration of the entire supply chain. This allows us to have complete control over the quality of the process.



Above all we are driven by passion - Passion to make a difference in our own unique ways.

We have over 750 wholesale customers in the monument industry - Retail monument dealers, funeral homes, and cemeteries. Apart from wholesale, we work with veterans organizations, government agencies and independent organizations to help design and build large civic memorials, war memorials and memorial parks consisting of monuments, cremation gardens, benches, statues, pavers, utilities for lighting, acoustics, water and fire features.

Quarry Direct - From the Quarries to the installation - We are one single source
Infrastructure - Own quarries, factories worldwide with over half a million square feet of manufacturing infrastructure. About 350,000 square feet of production and warehousing space in India and about 200,000 square feet of production and distribution facilities in Georgia and Indiana.
Design capabilities - In house CAD/CAM department with experience in modern drafting and manufacturing software and tools.

Current line of business

We design, manufacture, engrave and distribute granite monuments for funeral homes, cemeteries, and monument dealers nationwide. We build cremation gardens with Columbarium niches. We help create meaningful civic monuments, memorial plazas and architectural art projects by working with Federal, state and city government agencies and various veterans organizations.

Our approach

We have been in the monument building business for over 45 years. Building Columbariums and Cremation gardens are our speciality. We have a portfolio of columbarium designs that you can choose and enhance or create a unique design from scratch.

Unlike a general construction design and build company we know what it takes to design and build a Columbarium in a cremation garden setting. Our design, construction philosophy stems from the idea that the life of this project is not counted in just years, but rather in hundreds of years. We use only the materials that withstand the elements of nature. Granite, stainless steel, porcelain and bronze are the only materials we use.

Our design and build process has evolved over the years. We have brought the process to almost perfection. We do not anticipate any issues that will compromise on the delivery or quality of the project.

Our emphasis is on quality, preparation and timely delivery. Most of our design, manufacturing and building happens at our factories. We preassemble the Columbariums at the factory. This helps us eliminate substantially the need for onsite work.

Quality control

Based on our experience, we have created a detailed quality control and inspection process right from the quarry and through the manufacturing and installation. For example the granite slabs used in the construction of the Columbariums are not just anchored using granite epoxy. We use stainless steel dowel rods to reinforce the joints. We use 4000 PSI concrete for foundation work. All our foundations are at least as deep as the frost line.

Track record delivering projects with minimal change orders

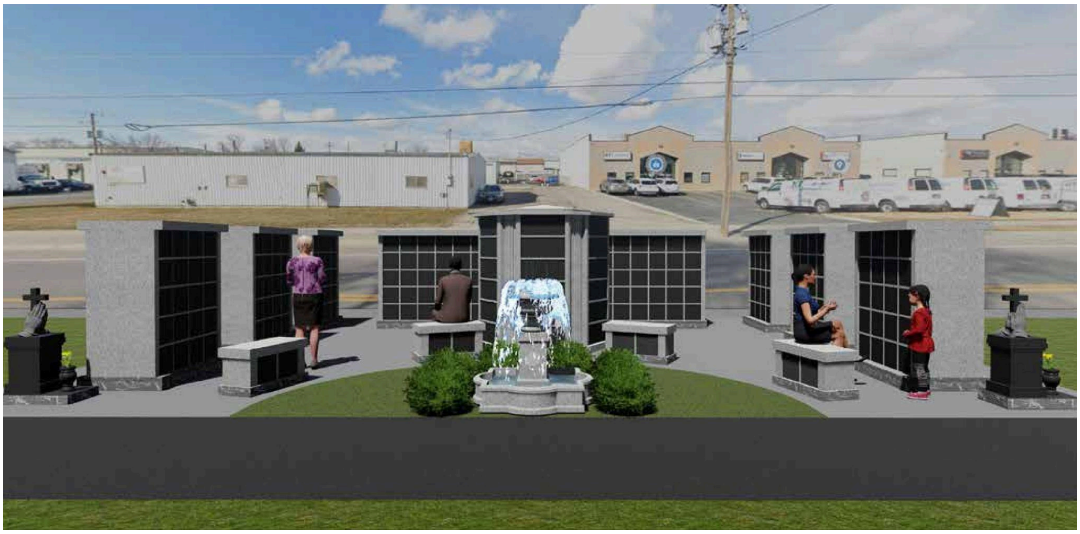
All our past Columbarium and Cremation garden projects were executed with zero change orders. We factor in all the costs and provide a firm pricing before finalizing the contract. We do not deviate from the contracted pricing. We take pride in being a reliable vendor that will not nickel and dime a project.

Experience with regulatory bodies

Almost all our government contracts for Columbariums require constant interaction with regulatory bodies, committees and inspectors. For example the cremation garden project at the Pineywood Cemetery in Winter Park FL required multiple interactions with the design review committee, city authorities in the planning department and cemetery managers. We are able to provide successful interaction based on our expertise in this industry.

REFERENCES AND PROJECTS DONE BY US

456 niche and Ossuary Cremation Garden City Cemetery — Completion Aug. 2025
City of West Jordan West Jordan UT
Dave Naylor - (801) 569-5703 Dave.Naylor@westjordan.utah.gov





REFERENCES AND PROJECTS DONE BY US

Columbarium Niches Rosehill Cemetery
City of Kissimmee Kissimmee FL
John Vandevere - (561) 212-1434
John.Vandevere@kissimmee.gov

Completion May. 2025





REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Old Center Cemetery
City of Deerfield Deerfield NH
Jenny Lynn Wellington
jennylynnwellington@gmail.com

Completion July 2024



REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

610 niche Cremation Garden Pineywood Cemetery
City of Winter Park Winter Park FL
Michael Webb - 407.599.3252 mwebb@cityofwinterpark.org

Completion Sept. 2023





This cremation garden project consists of a central hexagonal columbarium with peripheral custom design niche walls. The cremation garden has granite benches. Patio for the complete area is done with solid granite pavers.

REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Orange County Veterans Cemetery
Orange County Veterans Cemetery Goshen NY
David L Andryshak 845-291-2470 DAndryshak@orangecountygov.com

Completion Sept. 2023



REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Bryan City Cemetery Columbariums

Completion)23

Bryan City Cemetery Bryan TX

Duration 6 Months

Marcus Walker (979)209-5522 mwalker@bryantx.gov



REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Three Columbarium with 80 niches for Rose Hill Cemetery

Completion 22

City of Idaho Falls Parks Office Rose Hill Cemetery
2355 Rollandet Ave Idaho Falls ID 83402

Duration 9 months

Scotty Davis Cemetery Sexton City of Idaho Falls
EMAIL: SDavis@idahofallsidaho.gov Phone: (208) 612-8488







Gray granite Columbarium with black doors - 100% all natural granite construction. 80 niche - double side columbarium

REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Construction of double sided Columbarium with benches

Completion 22

City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711

Duration 10 months

Freddy Suarez Procurement Services Director
EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350





This is a Gray granite with black door Columbarium - 100% all natural granite. 48 niche - Double side. Matching granite Curved seat benches are a part of the Columbarium set.

REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Couch Cemetery - Town of Marshfield - Marshfield MA Phase 2 Completion 22

DPW/Engineering Department 870 Moraine Street Marshfield, MA 02050 Duration 12 Months

Tom Molinari Engineer (781) 834-5561 tmolinari@townofmarshfield.org

This granite cremation niche columbarium is a part of the cremation garden project that is done for the Town of Marshfield.



This is the final phase of this project. 3 additional 96 niche columbariums were added to the existing columbariums. We have already supplied 2 Columbarium niches as a part of phase 1.

REFERENCES AND PROJECTS DONE BY US

Monument Warehouse LLC , 1551 Mineral Springs Rd, Elberton GA 30635
(800) 300-8025 www.monumentwarehouse.com gm@monumentwarehouse.com

Couch Cemetery - Town of Marshfield - Marshfield MA Phase I

Completion 20

DPW/Engineering Department 870 Moraine Street Marshfield, MA 02050

Duration 6 Months

Tom Molinari Engineer (781) 834-5561 tmolinari@townofmarshfield.org

This granite cremation niche columbarium is a part of the cremation garden project that is done for the Town of Marshfield.



This is a 456 niche columbarium cremation garden made out of 100% natural granite. Scope - Design and construction of community columbarium

EXHIBIT B

HUMAN TRAFFICKING AFFIDAVIT

CITY OF
KISSIMMEE
1883

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.

Monument Warehouse LLC 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: GANESH MURUGANANTHAM

Title of Contractor's Authorized Representative: President

Signature of Contractor's Authorized Representative:

Date: 2/6/26

ITEM 7.K
Grant Match for Passenger Rail Safety Improvements

Request

Approval of a local match commitment not to exceed $653,824 and authorization to support the Florida Department of Transportation's (FDOT) grant application to the Federal Railroad Administration (FRA) under the Statewide Passenger Rail Crossings Program (SAFE-IPR).

Explanation

FDOT Central Office is preparing a grant application for the FRA Federal-State Partnership (FSP) for Intercity Passenger Rail program for the Statewide Advancement of Feature Enhancements at Intercity Passenger Rail Crossings (SAFE-IPR) initiative, a program designed to implement enhanced safety features at intercity passenger rail crossings throughout Florida.

FDOT has identified multiple rail crossings within the City of Kissimmee specifically along E. Magnolia Street, E. Oak Street, East Park Street, East Dakin Avenue, South Monument Avenue, East Ruby Avenue, South Clyde Avenue, and Beaumont Avenue. These locations have been included in the statewide grant application, and FDOT has requested the City's support.

Proposed improvements at these crossings may include upgraded signage, pavement markings, sidewalk and pedestrian features, gates, detectable warnings, wayside horns, refuge islands, lighting, and other applicable safety measures. The improvements are intended to enhance public safety for pedestrians, motorists, and emergency response vehicles, while also improving overall mobility and quality of life in the surrounding community.

Because the grant program requires a local funding match, FDOT requested confirmation of the City's willingness to participate financially. City staff have identified sufficient funds to cover the City's match of $653,824.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206-506393 10445206-506393	ST2306 ST2610	Decrease Decrease	$529,615 $500,000	$153,824 $500,000

Financial Summary:

Adequate funding for the FRA Federal-State Partnership for Intercity Passenger Rail (FSP) Grant Program project is readily available in the accounts as listed above.

Recommendation

Approval of a local match commitment not to exceed $653,824 and authorization to support the Florida Department of Transportation's (FDOT) grant application to the Federal Railroad Administration (FRA) under the Statewide Passenger Rail Crossings Program (SAFE-IPR).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Letter of Support for the Statewide Passenger Rail Crossings Program

OFFICE OF THE CITY MANAGER
101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.2300

January 30, 2026

The Honorable David Fink
U.S. Department of Transportation
1200 New Jersey Ave, SE W-32
Washington, DC 20590
United States

RE: Letter of Support for the Statewide Advancement of Feature Enhancements at Intercity Passenger Rail Crossings (SAFE-IPR) Program

Dear Administrator Fink,

On behalf of the City of Kissimmee, I am pleased to express our strong support for the Florida Department of Transportation's (FDOT) application to the Federal Railroad Administration (FRA) under the Federal-State Partnership for Intercity Passenger Rail (FSP) Grant Program for the Statewide Advancement of Feature Enhancements at Intercity Passenger Rail Crossings (SAFE-IPR) Program.

This initiative aligns closely with the strategic priorities of the U.S. Department of Transportation and FRA by advancing investments that improve safety, enhance state of good repair, strengthen system durability, and modernize critical transportation infrastructure. From a local government perspective, the SAFE-IPR Program also supports improved system operations by reducing delays and improving travel time reliability for intercity passenger rail service operating through our community.

The SAFE-IPR Program's statewide, programmatic approach to implementing safety countermeasures at 910 intercity passenger rail crossings, of which 8 lie within our jurisdiction, reflects a comprehensive and coordinated strategy for addressing safety risks that affect communities across Florida. Proposed improvements, including upgraded traffic control devices, enhanced pedestrian treatments, improved lighting, and revised approach geometries, will help reduce safety risks at crossings while improving the movement of people and goods, emergency response operations, and quality of life for residents, visitors, and businesses within the City of Kissimmee. As improvements are advanced, the City of Kissimmee will work with FDOT to facilitate access to municipal right-of-way, as needed, to support timely and efficient program implementation.

The city of Kissimmee supports the SAFE-IPR Program and believes it will play a critical role in advancing a safer, more reliable, and more resilient transportation system at both the local and statewide levels. To express our dedication to comprehensive rail improvements, the City of Kissimmee commits to working with FDOT to establish an appropriate contribution level to support this valuable program and reinforce our pledge to the safety and efficiency of our rail and road users. We appreciate FDOT's leadership in advancing this effort and look forward to continued coordination with the Department and project partners as safety improvements are implemented at crossing locations within our jurisdiction.

Sincerely,

Mike Steigerwald
City Manager, City of Kissimmee

ITEM 7.L
Construction Agreement for Woodside Drainage & Utilities Phase 2

Request

Request approval to award a Construction Contract to Jr. Davis Construction for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project (Contract #20260143), for $9,760,295.60. Authorization is also requested for the City Manager or designee to execute any related documents or change orders necessary to fulfill this contract.

Explanation

The City of Kissimmee is moving forward with the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project, which includes significant drainage and utility upgrades designed to improve system capacity, resiliency, and long-term performance within the project area.

The project was publicly advertised in accordance with City procurement procedures. Seven (7) bids were received by the December 12, 2025, deadline. Following a comprehensive review and evaluation, Jr. Davis Construction was determined to be the lowest responsive and responsible bidder, with a total bid amount of $9,760,295.60.

Awarding this contract will allow the City to implement the Phase 2 improvements in accordance with the approved plans and technical specifications, supporting continued investment in essential public infrastructure.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
03210108-508282	ARPAGEN	Decrease	$ 3,199,249.52	$ 2,091,730.00
03210108-508282	SW2613	Increase		$ 2,091,730.00
40945206-506393	SW2502	Decrease	$ 1,725,210.00	$ 859,769.00
40945206-506393	PW2510	Decrease	$ 7,714,000.00	$ 3,411,020.00
15045206-506393	PW2217	Decrease	$ 3,397,777.45	$ 3,397,777.00

Financial Summary:

Adequate funding for the Woodside Drainage/Utility Phase 2 project is readily available in the accounts listed above.

Recommendation

Approval to award a construction contract to Jr. Davis Construction for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project, in the amount of $9,760,295.60, and authorize the City Manager or designee to execute any related documents or change orders necessary to implement the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Woodside Contract
2. Unbalanced Bid Review Woodside
3. Notice of Intent
4. Authorization to Place Bid on Agenda

PUBLIC IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF KISSIMMEE, FLORIDA
AND
JR. DAVIS CONSTRUCTION COMPANY, INC.

THIS 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 **Jr. Davis Construction Company, Inc.**, a Florida corporation, with a mailing address of 210 Hangar Road, Kissimmee, FL, 34741 (hereinafter referred to as "**CONTRACTOR**").

W I T N E S E T H:

WHEREAS, the Community Development Block Grant – Mitigation (CDBG-MIT) Program funds originate from the U.S. Department of Housing and Urban Development (HUD) and are administered in Florida by the Florida Department of Commerce (formerly the Department of Economic Opportunity, DEO); and

WHEREAS, CITY received a CDBG-MIT Subrecipient award from the State of Florida Department of Economic Opportunity (now Florida Department of Commerce) on April 15, 2022, and as subsequently amended on October 27, 2022 (DEO Agreement Number: IR030); and

WHEREAS, CITY also received American Rescue Plan Act (ARPA) funding; and

WHEREAS, CITY advertised IFB #2026-001 for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 on November 2, 2025; and

WHEREAS, CONTRACTOR provided the services requested by CITY and was the lowest 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:

Exhibits*	Description
"A"	Required Contractor Information
"B"	BID Response/Budget
"C"	Request for Change Orders
"D"	CDBG Program Requirements
"E"	Equal Employment Opportunity Clause for contractors and their contractors and Subcontractors Standard Solicitation and Bid and Contract Language
"F"	Davis Bacon Act Requirements
"G"	Certification Regarding Lobbying
"H"	Section 3 Economic Opportunity Frequently Asked Questions
"I"	Certification Regarding Drug-Free Workplace Requirement
"J"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit
"K"	Human Trafficking Affidavit

In addition to the Exhibits attached hereto, the following documents are hereby incorporated into this Contract by reference and made a part hereof as if fully set forth herein, whether or not physically attached:

(a) Advertisement for Bids
(b) Instructions to Bidders
(c) Bidbook
(d) Construction Plans
(e) Specifications and Addenda (Addenda Nos. 2)
(f) Bid Summary

*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, federal, and state law, program and policy requirements.

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-MIT funds.** Under the terms and conditions of this Contract, **CITY** has allocated a subaward to **CONTRACTOR** in the amount of **Three Million Four Hundred Dollars ($3,400,000.00.)** CDBG-MIT funds are to be used in accordance with all requirements imposed by federal statutes, regulations and the terms of this Contract towards the drainage and other 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**. All CDBG funds allocated for this Project must be expended by the expiration day of the grant.

5. **Contract Price**. **CITY** agrees to pay **CONTRACTOR** Nine Million Seven Hundred Sixty Thousand Two Hundred Ninety-Five Dollars & Sixty Cents **($9,760,295.60)** for completion of the Project as more specifically described in Section 5.

6. **Statement of Work/Project Description.** This Project consists of two components: a) City of Kissimmee Woodside Drainage Improvements, Phase 2, which begins at Heron Ditch at Dyer Boulevard and extends west through the Kissimmee Gateway Airport to the outfall at Shingle Creek. The work includes construction of a 72-inch storm sewer from Heron Ditch, under Dyer Boulevard, into the existing airport ditch. The existing ditch within the airport will be re-graded and armored, and a second 72-inch storm sewer will be constructed from the airport ditch, under Hoagland Boulevard, to the existing ditch along the Kissimmee Trail. The ditch along the Kissimmee Trail will also be re-graded and armored. Additional construction activities include pavement, drainage structures, concrete curb and gutter, sidewalk, guardrail, fencing, and other related work such as clearing and grubbing, earthwork, grading, and sodding. This project is funded through a combination of sources, including the Community Development Block Grant – Mitigation (CDBG-MIT) Program, the American Rescue Plan Act (ARPA), and local funds. The CDBG-MIT funds were awarded by the Florida Department of Commerce, with the source of these federal funds being the U.S. Department of Housing and Urban Development (HUD), authorized by Federal Register Notice 84 FR 45838, dated August 30, 2019.

   b) The Toho Water Authority Woodside Utility Relocations, Phase II, which consists of relocating a 16-inch reclaimed watermain, a 16-inch watermain, and a 20-inch sanitary force main in the area of Hoagland Boulevard. The scope also includes relocating a 30-inch sanitary force main adjacent to the ditch within the Kissimmee Gateway Airport and along Dyer Boulevard, as well as relocating a 12-inch watermain and a 30-inch reclaimed watermain in the Dyer Boulevard area. This project is funded by the Toho Water Authority through an interlocal agreement with the City of Kissimmee.

   CONTRACTOR will provide the **CITY** with all procurement support for **CITY**'s approval prior to entering into any construction sub-contracts.

7. **Goals and Performance Measures; Implementation Schedule.** During the term of this Contract, **CONTRACTOR** agrees to work diligently towards the completion of the Project. Florida Commerce, acting as HUD's pass-through administrator for the CDBG-MIT Program, 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.

8. **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 "B"** 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 Florida Commerce Grant Manager. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "C"**. Expenditures shall be directly attributable to the Project. **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 Florida Commerce Grant Manager 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.
   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**.

9. **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.

10. **Contract Time.** The contract time is two hundred seventy (270) calendar days following issuance of the Notice to Proceed.

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 "D"** 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 an 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 six (6) 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 six (6) years after the expiration or termination of this Contract under §570.503, or six (6) 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 six (6) 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 6 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 e-mail the City, Construction Engineering Inspector-CEI and Florida Commerce Grant Manager with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.

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 3: 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 "E"**, 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 "F"** 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 "G"** 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 **CONTRACTOR**s 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 "I"** and made a part hereof by this reference. **CONTRACTOR** shall ensure that the provisions of the clauses in **Exhibit "I"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor. **CONTRACTOR** will complete this certification and a copy shall be kept in the files of each of the parties of this Contract.

M. Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity. As required in 24 CFR §5.105, a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or **CONTRACTOR** of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquires does not prohibit lawful inquires of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of

sleeping areas or bathrooms, or inquires made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

O. Debarment and Suspension. **CONTRACTOR** shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. **CONTRACTOR** shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit **CONTRACTOR** from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that **CONTRACTOR** has entered into a contract or subcontract with a debarred or suspended party, no 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 4: 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. **Contract between CITY and HUD.** **CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the CDBG/DEO Contract between **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.

3. **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 "J"** in conjunction with its execution of this Contract and provide any supporting documentation, if required.

4. **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 5: STATE-LAW PROVISIONS

1. **E-VERIFY.** In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the 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-contractor during the term of this Contract. If CONTRACTOR enters into a contract with a sub-contractor performing work or providing services on its behalf, CONTRACTOR shall also require the sub-contractor to provide an affidavit stating that the sub-contractor 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.

   CONTRACTOR shall, upon request, provide evidence of compliance with this provision to CITY. Failure to comply with this provision is a material breach of the Agreement, and CITY may choose to terminate the Agreement at any time at its sole discretion. CONTRACTOR may be liable for all costs associated with CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

   CONTRACTOR, by virtue of acceptance of this Agreement certifies that:

a. CONTRACTOR and its Sub-contractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
b. CONTRACTOR and its Sub-contractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
c. CONTRACTOR will not enter into a contract with any Sub-contractor unless each party to the contract registers with and uses the E-Verify system.
d. Sub-contractor will provide CONTRACTOR with an affidavit stating that Sub-CONTRACTOR does not employ, contract with, or subcontract with unauthorized alien.
e. CONTRACTOR must maintain a copy of such affidavit.
f. CITY may terminate this Contract on the good faith belief that CONTRACTOR 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), CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
h. CONTRACTOR is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

2. **PUBLIC RECORDS.** CONTRACTOR acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the CONTRACTOR shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the CONTRACTOR, the CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
b. The CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
c. Upon completion of the contract, the CONTRACTOR shall transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and

maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the CONTRACTOR of a request to inspect or copy public records relating to a City's contract for services, the CONTRACTOR shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
e. If the CONTRACTOR does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
f. A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

3. **SCRUTINIZED VENDOR LIST.** By acceptance of this Agreement, CONTRACTOR 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 CONTRACTOR has submitted a false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR 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 CONTRACTOR does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONTRACTOR. If a civil action is brought and the court determines that CONTRACTOR has submitted a false certification, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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.** CONTRACTOR shall provide CITY with an affidavit signed by an officer or representative of CONTRACTOR attesting, under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined by section 787.06, Florida Statute. **Exhibit "K"**.

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.

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:

   Ashley Willis
   Director, Public Works & Engineering Department
   City of Kissimmee
   101 Church Street
   Kissimmee, Florida 34741

6. **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.

By: Asa de Armas
Signature

Title: CFO

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me this 6th day of Feb, 2026, by means of ☒ physical presence or ☐ online notarization, by Asa de Armas as CFO for J.R. Davis Construction Co., Inc., a Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

Notary: K Cook
Print Name: Katherine Cook
My Commission Expires: 5-2-28

CITY OF KISSIMMEE

By: _____
Mayor

Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
CITY Attorney

EXHIBIT "A"

REQUIRED CONTRACTOR INFORMATION

1. Contractor name (which must match the name associated with its unique entity identifier): Jr. Davis Construction Company, Inc.

2. Contractor's unique entity identifier: EIN 59-2571763

3. Federal Award Identification Number (FEIN) 59-6000389

4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: 4/15/2022

5. Subaward Period of Performance Start Date and End Date: 4/15/2022 to 4/14/2026

6. Amount of Federal Funds Obligated by this action by the pass-through entity to the CONTRACTOR: $3,400,000.00

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: $3,400,000.00

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To pay for Woodside Drainage and Utility Infrastructure Improvements, Phase 2.

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; Florida Department of Economic Opportunity; City of Kissimmee; Public Works and Engineering Department; 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:

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"
BID RESPONSE/BUDGET

SCHEDULE OF VALUES – BASE BID
WOODSIDE DRAINAGE IMPROVEMENTS, PHASE 2

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
101-1	1 LS	Mobilization for both drainage & utility infrastructre projects @Six Hundred Thousand Dollars & Zero Cents Dollars	$600,000.00	$600,000.00
102-1	1 LS	Maintenance of Traffic @Two Hundred Fifteen Thousand Dollars & Zero Cents	$215,000.00	$215,000.00
102-60	30 ED	Work Zone Sign @Two Dollars and Zero Cents Dollars	$2.00	$60.00
102-74-1	30 ED	Channelizing Device- Types I, II, DI, VP, Drum, or LCD @One Dollar & Zero Cents Dollars	$1.00	$30.00
102-99	45 ED	Portable Changeable Message Sign, Temporary @Thirty-Five Dollars & Zero Cents Dollars	$35.00	$1,575.00
104-1	684 SY	Artificial Coverings/Rolled Erosion Control Products @Fifteen Dollars & Zero Cents Dollars	$15.00	$10,260.00
104-10-3	9,235 LF	Sediment Barrier @Seven Dollars & Zero Cents Dollars	$7.00	$64,645.00
104-18	6 EA	Inlet Protection System @Three Hundred Dollars & Zero Cents Dollars	$300.00	$1,800.00
107-1	24.00 AC	Litter Removal @Three Hundred Dollars & Zero Cents Dollars	$300.00	$7,200.00

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
107-2	24.00 AC	Mowing @Three Hundred Dollars & Zero Cents Dollars	$300.00	$7,200.00
110 -1-1	24.00 AC	Clearing & Grubbing @Nine Thousand Dollars & Zero Cents Dollars	$9,000.00	$216,000.00
110- 4-10	297 SY	Removal of Existing Concrete @Eighteen Dollars & Zero Cents Dollars	$18.00	$5,346.00
120-1	23,065.4 CY	Regular Excavation @Fourteen Dollars & Zero Cents Dollars	$14.00	$322,915.60
120- 6	5.0 CY	Embankment @Thirty-Three Dollars & Zero Cents Dollars	$33.00	$165.00
160- 4	2,088 SY	Type B Stabilization @Twenty-Eight Dollars & Zero Cents Dollars	$28.00	$58,464.00
285-702	1,324 SY	Optional Base, Base Group 02 @Twenty-Five Dollars & Zero Cents Dollars	$25.00	$33,100.00
285-706	765 SY	Optional Base, Base Group 06 @Thirty Dollars & Zero Cents Dollars	$30.00	$22,950.00
334-1-12	268.01 TN	Superpave Asphaltic Conc, Traffic B @Three Hundred Twenty Dollars & Zero Cents Dollars	$320.00	$85,763.20
334-1-13	253.50 TN	Superpave Asphaltic Conc, Traffic C @One Thousand Two Hundred Dollars & Zero Cents Dollars	$1,200.00	$304,200.00
337-7-83	177.40 TN	Asphalt Concrete Friction Course, Traffic C, FC-12.5,PG 76-22 @Two Hundred Eighty Dollars & Zero Cents Dollars	$280.00	$49,672.00

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
425-2-41	1 EA	Manholes, P-7, <10' @Six Thousand Two Hundred Dollars & Zero Cents Dollars	$6,200.00	$6,200.00
425-2-72	9 EA	Manholes, J-7, >10' @Twenty-Six Thousand Dollars & Zero Cents Dollars	$26,000.00	$234,000.00
430-94-2	27 LF	Desilting Pipe, 25 – 36" @Sixty-Six Dollars & Zero Cents Dollars	$66.00	$1,782.00
430-94-4	1,900 LF	Desilting Pipe, 49 – 60" @Nine Dollars & Zero Cents Dollars	$9.00	$17,100.00
430-94-5	180 LF	Desilting Pipe, 61" or greater @Twenty Dollars & Zero Cents Dollars	$20.00	$3,600.00
430-175-115	8 LF	Pipe Culv, Opt Matl, Round, 15" S/CD @Four Hundred Fifty Dollars & Zero Cents Dollars	$450.00	$3,600.00
430-175-136	8 LF	Pipe Culv, Opt Matl, Round, 36" S/CD @Six Hundred Thirty Dollars & Zero Cents Dollars	$630.00	$5,040.00
430-175-142	8 LF	Pipe Culv, Opt Matl, Round, 42" S/CD @Eight Hundred Seventy-Four Dollars & Zero Cents Dollars	$874.00	$6,992.00
430-175-154	190 LF	Pipe Culv, Opt Matl, Round, 54" S/CD @Four Hundred Fifty Dollars & Zero Cents Dollars	$450.00	$85,500.00
430-175-172	1946 LF	Pipe Culv, Opt Matl, Round, 72" S/CD @Seven Hundred Ten Dollars & Zero Cents Dollars	$710.00	$1,381,660.00
430-185-172	134 LF	Pipe Culv, Opt Matl, Round, Jack & Bore, 72" S/CD @Six Thousand Dollars & Zero Cents Dollars	$6,000.00	$804,000.00

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
430-554-230	1 EA	Straight Concrete Endwalls, 54", Double, 45 Degrees, Round @Thirty-Nine Thousand Dollars & Zero Cents Dollars	$39,000.00	$39,000.00
430-572-100	2 EA	Straight Concrete Endwalls, 72", Single, 0 Degrees, Round @Thirty-Three Thousand Dollars & Zero Cents Dollars	$33,000.00	$66,000.00
430-982-123	1 EA	Mitered End Sect, Optional Rd, 15" CD @Two Thousand Five Hundred Dollars & Zero Cents Dollars	$2,500.00	$2,500.00
430-982-125	2 EA	Mitered End Sect, Optional Rd, 18" CD @Four Thousand Two Hundred Dollars & Zero Cents Dollars	$4,200.00	$8,400.00
430-982-138	1 EA	Mitered End Sect, Optional Rd, 36" CD @Six Thousand Three Hundred Dollars & Zero Cents Dollars	$6,300.00	$6,300.00
430-982-140	1 EA	Mitered End Sect, Optional Rd, 42" CD @Seven Thousand Five Hundred Dollars & Zero Cents Dollars	$7,500.00	$7,500.00
430-982-145	1 EA	Mitered End Sect, Optional Rd, 72" CD @Twenty-Four Thousand Dollars & Zero Cents Dollars	$24,000.00	$24,000.00
520-1-10	265 LF	Concrete Curb & Gutter, Type F @Seventy-Five Dollars & Zero Cents Dollars	$75.00	$19,875.00
522-1	204 SY	Concrete Sidewalk and Driveways, 4" Thick @One Hundred Fifteen Dollars & Zero Cents Dollars	$115.00	$23,460.00
530-3-4	3,789.00 TN	Riprap, Rubble, F&I, Ditch Lining @One Hundred Nineteen Dollars & Zero Cents Dollars	$119.00	$450,891.00
530-4-6	1,098 SY	Articulating Concrete Block Revetment Sys, 6" @Two Hundred Seventy Five Dollars & Zero Cents Dollars	$275.00	$301,950.00

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
530-74	2,733.00 TN	Bedding Stone @Ninety-Five Dollars & Zero Cents Dollars	$95.00	$259,635.00
536-1-0	561 LF	Guardrail-Roadway, General/Low Speed TL-2 @Twenty Dollars & Zero Cents Dollars	$20.00	$11,220.00
536-85-20	1 EA	Guardrail End Treatment-Training Anchorage @Two Thousand One Hundred Eighty-Seven Dollars & Zero Cents	$2,187.00	$2,187.00
536-85-24	1 EA	Guardrail End Treatment-Parallel Approach Terminal @Four Thousand Three Hundred Dollars & Zero Cents	$4,300.00	$4,300.00
550-10238	714 LF	Fencing, Type B, 6.1-7.0, Reset Existing @Twenty-Eight Dollars & Zero Cents Dollars	$28.00	$19,992.00
570-1-2	19,642 SY	Performance Turf, Sod @Four Dollars & Ninety Cents Dollars	$4.90	$96,245.80
SPI #1	1 LS	Dewatering @Six Hundred Thirty Thousand Dollars & Zero Cents	$630,000.00	$630,000.00

Base Bid Woodside Drainage Improvements, Phase 2 Sub-Total (Written):	Sub-Total (Amount):
Six Million Five Hundred Twenty-Nine Thousand Two Hundred Seventy-Five Dollars & Sixty Cents Dollars	$ 6,529,275.60

SCHEDULE OF VALUES – BASE BID

TOHO WATER AUTHORITY WOODSIDE UTILITY RELOCATIONS, PHASE 2

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
1-1	1 LS	Maintenance of Traffic @One Hundred Thousand Dollars & Zero Cents Dollars	$100,000.00	$100,000.00
1-2	1 LS	Utility Locates in Advance of Construction @Twenty Thousand Dollars & Zero Cents Dollars	$20,000.00	$20,000.00
1-3	200 LF	Furnish and Install 30" DIP Reclaimed Water Main (Open Cut) @One Thousand Three Hundred Dollars & Zero Cents	$1,300.00	$260,000.00
1-4	49 LF	Furnish and Install 16" DIP Reclaimed Water Main (Open Cut) @Six Hundred Eighty-Eight Dollars & Zero Cents Dollars	$688.00	$33,712.00
1-5	1,120 LF	Furnish and Install 30" PVC Force Main (Open Cut) @Five Hundred Dollars & Zero Cents Dollars	$500.00	$560,000.00
1-6	30 LF	Furnish and Install 20" PVC Force Main (Open Cut) @One Thousand One Hundred Fifty Dollars & Zero Cents	$1,150.00	$34,500.00
1-7	36 LF	Furnish and Install 16" DIP Water Main (Open Cut) @Five Hundred Twenty-Seven Dollars & Zero Cents	$527.00	$18,972.00
1-8	35 LF	Furnish and Install 12" PVC Water Main (Open Cut) @One Thousand Two Hundred Twenty-Two Dollars & Zero Cents	$1,222.00	$42,770.00

* Note refer to Appendix E - TWA Specifications for the work included for bid items on this sheet.

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
1-9	3 EA	Furnish and Install 30" Line Stop Assembly (With Bypass) @One Hundred Thirty Thousand & Zero Cents Dollars	$130,000.00	$390,000.00
1-10	1 EA	Furnish and Install 20" Line Stop Assembly (With Bypass) @One Hundred Ten Thousand Dollars & Zero Cents Dollars	$110,000.00	$110,000.00
1-11	4 EA	Furnish and Install 16" Line Stop Assembly (With Bypass) @Sixty-Eight Thousand Dollars & Zero Cents Dollars	$68,000.00	$272,000.00
1-12	2 EA	Furnish and Install 12" Line Stop Assembly (With Bypass) @Fifty-Six Thousand Dollars & Zero Cents Dollars	$56,000.00	$112,000.00
1-13	14 EA	Furnish and Install 30" 45 Deg Bend @Nineteen Thousand Dollars & Zero Cents Dollars	$19,000.00	$266,000.00
1-14	4 EA	Furnish and Install 20" 45 Deg Bend @Seven Thousand Nine Hundred Dollars & Zero Cents	$7,900.00	$31,600.00
1-15	8 EA	Furnish and Install 16" 45 Deg Bend @Two Thousand Three Hundred Thirty-Six Dollars & Zero Cents	$2,336.00	$18,688.00
1-16	2 EA	Furnish and Install 12" 45 Deg Bend @One Thousand Five Hundred Dollars & Zero Cents	$1,500.00	$3,000.00
1-17	2 EA	Furnish and Install 30" 22.5 Deg Bend @Sixteen Thousand Seven Hundred Fifty Dollars & Zero Cents	$16,750.00	$33,500.00

* Note refer to Appendix E - TWA Specifications for the work included for bid items on this sheet.

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
1-18	2 EA	Furnish and Install 12" 22.5 Deg Bend @One Thousand Four Hundred & Zero Cents Dollars	$1,400.00	$2,800.00
1-19	2 EA	Furnish and Install 30"x30" Tee @Thirty-Four Thousand Dollars & Zero Cents Dollars	$34,000.00	$68,000.00
1-20	1 EA	Furnish and Install 16"x8" Tee @Three Thousand Dollars & Zero Cents Dollars	$3,000.00	$3,000.00
1-21	2 EA	Furnish and Install 30" MJ Plug @Nine Thousand Dollars & Zero Cents Dollars	$9,000.00	$18,000.00
1-22	1 EA	Furnish and Install 8" Gate Valve @Three Thousand Dollars & Zero Cents Dollars	$3,000.00	$3,000.00
1-23	2 EA	Furnish and Install 30" Gate Valve @Forty-Seven Thousand Dollars & Zero Cents Dollars	$47,000.00	$94,000.00
1-24	2 EA	Furnish and Install 3" Air Release Valve Assembly @Sixteen Thousand Dollars & Zero Cents Dollars	$16,000.00	$32,000.00
1-25	1 EA	Furnish and Install 4" Air Release Valve Assembly @Eighteen Thousand Dollars & Zero Cents Dollars	$18,000.00	$18,000.00
1-26	3 EA	Furnish and Install 30" Cut-In Connection @Twenty Thousand Dollars & Zero Cents Dollars	$20,000.00	$60,000.00
1-27	1 EA	Furnish and Install 20" Cut-In Connection @Nine Thousand Dollars & Zero Cents Dollars	$9,000.00	$9,000.00
1-28	4 EA	Furnish and Install 16" Cut-In Connection @Four Thousand Dollars & Zero Cents Dollars	$4,000.00	$16,000.00

* Note refer to Appendix E - TWA Specifications for the work included for bid items on this sheet.

Item Number	Approx. Quantity	Description of Item and Unit Bid Price (Prices to be written in Words)	Unit Price	Amount
1-29	2 EA	Furnish and Install 12" Cut-In Connection @Two Thousand Two Hundred Dollars & Zero Cents Dollars	$2,200.00	$4,400.00
1-30	250 LF	Pipeline Abandonment with Grout @Fifty-Three Dollars & Zero Cents Dollars	$53.00	$13,250.00
1-31	2 EA	Furnish and Install 2" Blow Off Assembly @Two Thousand Seven Hundred & Zero Cents Dollars	$2,700.00	$5,400.00
1-32	180 SY	Remove and Replace Sidewalk @One Hundred Sixty Eight Dollars & Zero Cents Dollars	$168.00	$30,240.00
1-33	300 LF	Curb and Gutter Restoration @Forty Nine Dollars & Zero Cents Dollars	$49.00	$14,700.00
1-34	11,336 SY	Asphalt Mill and Overlay @Thirty-Three Dollars & Zero Cents Dollars	$33.00	$374,088.00
1-35	520 SY	Asphalt Restoration @Two Hundred Forty Dollars & Zero Cents Dollars	$240.00	$124,800.00
1-36	1,100 SY	Sod Restoration @Six Dollars & Zero Cents Dollars	$6.00	$6,600.00
1-37	1,000 LF	Chain Link Fence @Twenty Seven Dollars & Zero Cents Dollars	$27.00	$27,000.00

Base Bid Woodside Utility Relocates Sub-Total (Written):	Sub-Total (Amount):
Three Million Two Hundred Thirty-One Thousand Twenty Dollars & Zero Cents Dollars	$3,231,020.00

* Note refer to Appendix E - TWA Specifications for the work included for bid items on this sheet.

BID FORM
SUMMARY BID No.

IFB2026001

Project: **WOODSIDE DRAINAGE & UTILITY INFRASTRUCTURE IMPROVEMENTS, PHASE 2**

1. PROJECT GRAND TOTAL:

$9,760,295.60 (Numbers)

Nine Million Seven Hundred Sixty Thousand Two Hundred Ninety-Five Dollars & Sixty Cents (Words)

Completion Time for
BASE BID
After Notice To Proceed: 270 days (Two Hundred Seventy days) (Calendar days)

EXHIBIT "C"

SECTION 0930
CITY OF KISSIMMEE
CHANGE ORDER FORM
(This Form Must Be Used)

CHANGE ORDER NO. : _____
CHANGE ORDER DATE: _____

DATE: _____ CONTRACTOR: _____

OWNER: City of Kissimmee CONTRACT DATE: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE..... $ _____
CURRENT CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER ..... $ _____
The CONTRACT PRICE due to this CHANGE ORDER will
Increase/decrease by ..... $ _____
The new CONTRACT PRICE including this CHANGE
ORDER will be..... $ _____

ORIGINAL CONTRACT TIME ..... _____ days
The new CONTRACT TIME due to this CHANGE ORDER
will increase/decrease by ..... _____ days
The new CONTRACT TIME including this CHANGE
ORDER will be..... _____ days
The date for SUBSTANTIAL COMPLETION of all
WORK as of the date of this CHANGE
ORDER will be..... _____

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

Project: _____

Change Order No.: _____

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Change Order Requested by: _____

RECOMMENDED BY:	ACCEPTED BY:
_____	_____
Owner's Authorized Representative	Contractor
BY: _____	BY: _____
Signature	Signature
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

APPROVED BY:

CITY OF KISSIMMEE, FLORIDA
Owner

BY: _____	BY: _____
Signature	Signature
TITLE: _____	BY: _____
DATE: _____	DATE: _____

EXHIBIT "D"

CDBG Program Requirements

CONTRACTOR, in addition to other provisions required by the Federal agency or non-Federal entity, all solicitations and contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Appendix II to Part 200—Solicitation and Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and other Related Federal Clauses

Appendix II to Part 200(A) REMEDIES: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Appendix II to Part 200(B) TERMINATION for CAUSE & CONVENIENCE: All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Appendix II to Part 200(C) EQUAL OPPORTUNITY & NON-DISCRIMINATION: Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Appendix II to Part 200(D) DAVIS-BACON ACT (1): Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Appendix II to Part 200(D) DAVIS-BACON ACT (2): The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(D) DAVIS-BACON ACT (3): The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Appendix II to Part 200(F) RIGHTS to INVENTIONS: Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Appendix II to Part 200(G) CLEAR AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Appendix II to Part 200(H) DEBARMENT & SUSPENSION: Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Appendix II to Part 200(I) BYRD ANTI-LOBBYING: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition

from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

(L) 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, 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). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

SECTION 3:

Contracts subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u), must include "the Section 3 clause" pursuant to 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. 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; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The 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 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education

Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Federal Awarding Agency or Pass Through Entity Review and Retention: §200.325(b)]

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates. Records will be maintained for six (6) years after the subrecipient formally closes out the grant award.

Employment Eligibility Verification:

Executive Order 11-116 signed May 27, 2011, by the Governor of Florida requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT sub recipient agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

EXHIBIT "E"

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 **CONTRACTOR**s 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 **CONTRACTOR**s 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 "F"

DAVIS BACON ACT # FL20260129

"General Decision Number: FL20260129 01/02/2026

Superseded General Decision Number: FL20250129

State: Florida

Construction Type: Heavy

County: Osceola County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number | Publication Date
0 | 01/02/2026

ENGI0487-033 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 3		
Drill Rig, Horizontal Directional Drill Operator, Horizontal Direction Drill Locator	$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0808-008 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 31.50	16.45

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker	$ 22.61	11.59

PAIN1010-011 08/01/2025

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 25.86	14.73

SUFL2009-168 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 13.37	1.78
CEMENT MASON/CONCRETE FINISHER	$ 13.44	0.00
ELECTRICIAN	$ 16.71	3.51
LABORER: Common or General	$ 9.59	1.72
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 12.39	1.97

LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.88	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 13.21	2.88
OPERATOR: Bulldozer	$ 12.88	2.92
OPERATOR: Crane	$ 16.17	3.89
OPERATOR: Grader/Blade	$ 16.00	2.84
OPERATOR: Loader	$ 13.00	1.84
OPERATOR: Mechanic	$ 13.83	2.19
OPERATOR: Roller	$ 10.67	1.87
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck	$ 11.22	1.70
TRUCK DRIVER: 4 Axle Truck	$ 14.12	0.00
TRUCK DRIVER: Lowboy Truck	$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck	$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbacominfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION
"

EXHIBIT "G"

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: 2/6/26

EXHIBIT "H"

SECTION 3 ECONOMIC OPPORTUNITY

FAQ's on Section 3 regarding Bidding and Contracting Requirements - Housing and Community Development (CDBG)

1.**What is Section 3?**

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

•How do I obtain more information outside of this document?

Please see the following websites for additional information.

https://ded2.mo.gov/cdbg/reporting/section-3

https://www.hud.gov/section3

To Register your business as a Section 3 Business, you will self- certify at the following web address:

https://portalapps.hud.gov/Sec3BusReg/BRegistry/

To search for self-certified Section 3 contractors and subcontractors to directly solicit:

http://www.hud.gov/Sec3Biz

To search for and register for Section 3 contracting and job opportunities, use the Section 3 Opportunity Portal to match Section 3 Residents to jobs and training opportunities and Section 3 Businesses to contracting opportunities.

https://hudapps.hud.gov/OpportunityPortal/

2.**What Do "Best Efforts" and "to the Greatest Extent Feasible" Mean?**

"Best efforts" and "greatest extent feasible" are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. See 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive "best efforts" to be the more rigorous standard, while others perceive "greatest extent feasible" to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient's reported results will be compared to the

outcome metrics defined in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3.**What Does "Section 3 Worker" Mean?**

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1.The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);

2.The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or

3.The worker is a YouthBuild participant.

4.**What Does "Targeted Section 3 Worker" Mean?**

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

(1) is employed by a Section 3 business concern; or

(2)currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i)A resident of public housing or Section 8-assisted housing;

(ii)A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii)A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

(1) is employed by a Section 3 business concern; or

(2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i)Living within the service area or the neighborhood of the project, as defined in 24CFR § 75.5; or

(ii)A YouthBuild participant.

5.**What Does "Section 3 Business Concern" mean?**

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1.At least 51 percent owned and controlled by low- or very low-income persons;

2.Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

3.A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

•How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.org/portal/datasets/il.html.

6.**As a funding recipient, what are my Section 3 reporting goals?**

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the 5 percent is included as part of the 25 percent threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

Reporting table that will be required:

Labor Hours of Project

Calculated Percentage

Safe Harbor Benchmark Met

Total Labor Hours

Section 3 Target Worker Hours

Section 3 Worker Hours

HUD sought to tie Section 3 reporting requirements to statutory requirements while also aligning it as close as possible with standard business practices in that most recipients, subrecipients, contractors, and subcontractors already track labor hours in their payroll systems.

For those employers who do not track labor hours in detail through a time-and-attendance system, HUD does not require they acquire such a system. Instead, they may provide a good faith assessment of the labor hours for a full-or part-time employee.

7. **What is a "Service Area" or "Neighborhood of the project"?**

"Service area" or the "neighborhood of the project" means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

8. **What if my agency does not meet all benchmark goals for employment or contracting?**

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

• Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

• Provided training or apprenticeship opportunities.

• Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

• Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

• Held one or more job fairs.

• Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, and childcare).

• Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

• Assisted Section 3 workers to obtain financial literacy training and/or coaching.

• Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

• Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

• Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

• Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

• Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

• Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

• Promote Use of Section 3 Business Registry and HUD Opportunity Portal

9. **My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?**

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR

§75.13 or §75.23, this compliance determination may be rescinded.

10. **What recordkeeping responsibilities do contractors/subcontractors have?**

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

11. **What are good strategies for targeting Section 3 workers and businesses?**

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

12. **Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?**

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

13. **How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?**

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g.., the PHA, city, or local government). They should

identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation is required.

14. **What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?**

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a Section 3 worker, one of the following must be maintained:

a. A worker's self-certification that their income is below the income limit from the prior calendar year;

b. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

c. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

d. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

e. An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

For Public Housing Financial Assistance projects:

(i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(ii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iii) An employer's certification that the worker is employed by a Section 3 business concern; or

(iv) A worker's certification that the worker is a YouthBuild participant

For Housing and Community Development Financial Assistance projects:

(i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(ii) An employer's certification that the worker is employed by a Section 3 business concern; or

(iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance

with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (

www.ecfr.gov/cgi- bin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation..

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

15. **What are examples of acceptable evidence to determine eligibility as a Section 3 worker?**

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

• Proof of residency in a public housing project; or

• Evidence of participation in the YouthBuild program.

16. **What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?**

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;

2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

17. **Are all public housing residents considered Section 3 workers regardless of their income?**

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;

2. The worker is employed by a Section 3 business concern; or

3. The worker is a YouthBuild participant.

18. **Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?**

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

19. **Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?**

It depends. Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

20. **Does a business have to be incorporated to be considered a Section 3 eligible business?**

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

EXHIBIT "I"

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: Jr. Davis Construction Company, Inc

Program Name: Mitigation Program (CDBG-MIT)

Grant: IR030

Date: 4/15/2022

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):

Woodside Drainage & Utility Infrastructure Improvements

Check_____if there are work places on file that are not identified here.

(Corporate Seal)

By: _____

Date: 2/6/26

EXHIBIT "J"

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, Asa de Armas (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)*

X I attest that Jr. Davis Construction Co, Inc. (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 9 day of February, 2026, 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.

Asa de Armas CFO of Jr. Davis Construction Inc.

Notary Seal:

Notary: _____
Print Name: Kaylinn Restrepo
My Commission Expires: 07/30/2027

KAYLINN RESTREPO
Notary Public - State of Florida
Commission # HH 427507
My Comm. Expires Jul 30, 2027
Bonded through National Notary Assn.

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Exhibit "K"
Human Trafficking Affidavit

CITY OF KISSIMMEE 1883

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.

Jr. Davis Construction Co., Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Asa de Armas

Title of Contractor's Authorized Representative: CFO

Signature of Contractor's Authorized Representative:

Date: 2/6/26

	SCHEDULE OF PRICES BID FORM Woodside Drainage & Utility Infrastructure Improvements, Phase 2 Bid Opening 12/12/2025 2:00 PM			Engineer's Estimate		Prime Construction Group, Inc.		Cathcart Construction Company-Florida, LLC.		SanPia, Inc.		CMG, Inc.		Midsouth, Inc.		Harris-McBurney Company		Jr. Davis Construction			
Item Number	Item Description	Units	Approx. Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Percent Variance	Comments
101-1	Mobilization for both drainage & utility infrastructure projects	LS	1	589,226.62	589,226.62	700,000.00	700,000.00	1,132,540.00	1,132,540.00	650,000.00	650,000.00	749,236.75	749,236.75	550,760.00	550,760.00	1,310,000.00	1,310,000.00	600,000.00	600,000.00	1.83	The mobilization cost reflects the contractor's approach to coordinating both drainage and utility infrastructure work under a single mobilization effort. The unit price is within a reasonable range of the Engineer's Estimate and is considered acceptable given project logistics and sequencing requirements. The variance does not indicate front-loading or unbalanced bidding.
102-1	Maintenance of Traffic	LS	1	394,335.83	394,335.83	197,500.00	197,500.00	176,814.00	176,814.00	175,000.00	175,000.00	110,011.00	110,011.00	100,950.00	100,950.00	31,471.52	31,471.52	215,000.00	215,000.00	-45.48	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
102-60	Work Zone Sign	ED	30	5.00	150.00	395.00	11,850.00	2.00	60.00	2,000.00	60,000.00	315.00	9,450.00	150.00	4,500.00	17.14	514.20	2.00	60.00	-60.00	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
102-74-1	Channelizing Device- Types I, II, DI, VP, Drum, or LCD	ED	30	5.00	150.00	355.00	10,650.00	1.00	30.00	2,275.00	68,250.00	1,737.00	52,110.00	200.00	6,000.00	3.46	103.80	1.00	30.00	-80.00	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
102-99	Portable Changeable Message Sign, Temporary	ED	45	11.69	526.05	175.00	7,875.00	65.00	2,925.00	150.00	6,750.00	288.00	12,960.00	500.00	22,500.00	282.24	12,700.80	35.00	1,575.00	199.40	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
104-1	Artificial Coverings/Rolled Erosion Control Products	SY	684	6.48	4,432.32	7.00	4,788.00	27.00	18,468.00	20.00	13,680.00	5.25	3,591.00	12.10	8,276.40	3.25	2,223.00	15.00	10,260.00	131.48	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
104-10-3	Sediment Barrier	LF	9,236	2.46	22,718.10	3.00	27,705.00	12.00	110,820.00	5.00	46,175.00	4.75	43,866.25	3.80	35,093.00	7.65	70,647.75	7.00	64,645.00	184.55	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
104-18	Inlet Protection System	EA	6	176.37	1,058.22	230.00	1,380.00	1,200.00	7,200.00	500.00	3,000.00	413.00	2,478.00	250.00	1,500.00	291.87	1,751.22	300.00	1,800.00	70.10	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
107-1	Litter Removal	AC	24	43.28	1,038.72	2,200.00	52,800.00	75.00	1,800.00	175.00	4,200.00	708.50	17,004.00	990.00	23,760.00	720.00	17,280.00	300.00	7,200.00	593.16	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
107-2	Mowing	AC	24	65.46	1,595.04	2,600.00	62,400.00	500.00	12,000.00	100.00	2,400.00	312.75	7,506.00	1,010.00	24,240.00	1,440.00	34,560.00	300.00	7,200.00	351.40	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
110-1-1	Clearing & Grubbing	AC	24	54,675.19	1,312,204.56	3,000.00	72,000.00	1,950.00	46,800.00	35,000.00	840,000.00	11,083.75	266,010.00	3,690.00	88,560.00	12,384.00	297,216.00	9,000.00	216,000.00	-83.54	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
110-4-10	Removal of Existing Concrete	SY	297	65.50	19,513.50	20.00	5,940.00	65.00	19,305.00	25.00	7,425.00	17.00	5,049.00	66.00	19,602.00	35.62	10,579.14	18.00	5,346.00	-80.44	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
120-1	Regular Excavation	CY	23,065.4	13.08	301,695.43	40.00	922,616.00	47.00	1,084,073.80	32.00	738,092.80	33.50	772,690.90	44.00	1,014,877.60	48.24	1,112,674.90	14.00	322,915.60	7.03	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
120-6	Embankment	CY	5	20.86	104.30	1,600.00	8,000.00	172.00	860.00	75.00	375.00	1,607.00	8,035.00	58.80	294.00	108.00	540.00	33.00	165.00	58.20	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
160-4	Type B Stabilization	SY	2,088	8.39	17,518.32	21.00	43,848.00	25.00	52,200.00	35.00	73,080.00	35.00	73,080.00	52.30	109,202.40	34.90	72,871.20	28.00	58,464.00	233.73	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
285-702	Optional Base, Base Group 02	SY	1,324	27.42	36,304.08	25.00	33,100.00	57.00	75,468.00	49.00	64,876.00	13.25	17,543.00	61.80	81,823.20	35.68	47,240.32	25.00	33,100.00	-8.83	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
285-706	Optional Base, Base Group 06	SY	765	26.97	20,632.05	37.00	28,305.00	98.00	74,970.00	60.00	45,900.00	18.25	13,961.25	44.80	34,272.00	44.44	33,996.60	30.00	22,950.00	11.23	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
334-1-12	Superpave Asphaltic Conc, Traffic B	TN	268.01	140.57	37,674.17	300.00	80,403.00	322.00	86,299.22	275.00	73,702.75	274.50	73,568.75	320.00	85,763.20	290.16	77,765.78	320.00	85,763.20	127.64	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
334-1-13	Superpave Asphaltic Conc, Traffic C	TN	253.50	149.33	37,855.16	300.00	76,050.00	325.00	82,387.50	275.00	69,712.50	257.25	65,212.88	320.00	81,120.00	298.04	75,553.14	1,200.00	304,200.00	703.59	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
337-7-83	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22	TN	177.40	177.83	31,547.04	365.00	64,751.00	428.00	75,927.20	350.00	62,090.00	275.25	48,829.35	450.00	79,830.00	365.36	64,814.86	280.00	49,672.00	57.45	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
425-2-41	Manholes, P-7, <10'	EA	1	9,074.60	9,074.60	60,000.00	60,000.00	14,352.00	14,352.00	30,000.00	30,000.00	11,933.75	11,933.75	11,120.00	11,120.00	16,197.65	16,197.65	6,200.00	6,200.00	-31.68	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
425-2-72	Manholes, J-7, <10'	EA	9	19,263.35	173,370.15	62,500.00	562,500.00	54,388.00	489,501.00	45,000.00	405,000.00	32,308.50	290,776.50	20,230.00	182,070.00	53,388.99	480,509.91	26,000.00	234,000.00	34.97	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-94-2	Desilting Pipe, 25"-36"	LF	27	10.49	283.23	30.00	810.00	190.00	5,130.00	25.00	675.00	66.75	1,802.25	222.80	6,015.60	24.48	660.96	65.00	1,787.00	529.17	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-94-4	Desilting Pipe, 49"-60"	LF	1,900	105.00	199,500.00	30.00	57,000.00	64.00	121,600.00	45.00	85,500.00	18.00	34,200.00	53.90	102,410.00	30.24	57,456.00	9.00	17,100.00	-91.43	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-94-5	Desilting Pipe, 61" or greater	LF	180	200.00	36,000.00	45.00	8,100.00	118.00	21,240.00	65.00	11,700.00	30.00	5,400.00	160.00	28,800.00	46.08	8,294.40	20.00	3,600.00	-90.00	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-175-115	Pipe Culv, Opt Matl, Round, 15" S/CD	LF	8	153.56	1,228.48	350.00	2,800.00	545.00	4,360.00	275.00	2,200.00	454.50	3,636.00	85.00	680.00	418.89	3,351.12	450.00	3,600.00	193.05	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-175-136	Pipe Culv, Opt Matl, Round, 36" S/CD	LF	8	269.31	2,154.48	750.00	6,000.00	767.00	6,136.00	450.00	3,600.00	557.75	4,462.00	571.30	4,570.40	547.43	4,379.44	630.00	5,040.00	133.93	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-175-142	Pipe Culv, Opt Matl, Round, 42" S/CD	LF	8	346.09	2,768.72	1,050.00	8,400.00	825.00	6,600.00	550.00	4,400.00	814.50	6,516.00	637.50	5,100.00	614.65	4,917.20	874.00	6,992.00	152.54	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-175-154	Pipe Culv, Opt Matl, Round, 54" S/CD	LF	190	526.79	100,090.10	950.00	180,500.00	970.00	184,300.00	650.00	123,500.00	676.00	128,440.00	620.60	117,914.00	732.95	139,260.50	450.00	85,500.00	-14.58	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-175-172	Pipe Culv, Opt Matl, Round, 72" S/CD	LF	1,946	1,600.00	3,113,600.00	1,575.00	3,064,950.00	1,685.00	3,278,010.00	1,200.00	2,335,200.00	1,263.00	2,457,798.00	759.00	1,477,014.00	1,199.81	2,334,830.26	710.00	1,381,660.00	-55.63	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
430-185-172	Pipe Culv, Opt Matl, Round, Jack & Bore, 72" S/CD	LF	134	7,000.00	938,000.00	6,760.00	905,840.00	5,354.00	717,436.00	9,500.00	1,273,000.00	6,981.00	935,454.00	4,440.00	594,960.00	4,852.80	650,275.20	6,000.00	804,000.00	-14.29	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-554-230	Straight Concrete Endwalls, 54", Double, 45 Degrees, Round	EA	1	35,000.00	35,000.00	49,500.00	49,500.00	119,063.00	119,063.00	75,000.00	75,000.00	34,013.00	34,013.00	22,460.00	22,460.00	58,352.70	58,352.70	39,000.00	39,000.00	11.43	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-572-100	Straight Concrete Endwalls, 72", Single, 0 Degrees, Round	EA	2	36,888.89	73,777.78	51,500.00	103,000.00	98,450.00	196,900.00	50,000.00	100,000.00	62,523.50	125,047.00	27,530.00	55,060.00	108,661.20	217,322.40	33,000.00	66,000.00	-10.54	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-982-123	Mitered End Sect, Optional Rd, 15" CD	EA	1	2,459.66	2,459.66	2,800.00	2,800.00	5,484.00	5,484.00	3,500.00	3,500.00	2,535.75	2,535.75	6,390.00	6,390.00	4,243.08	4,243.08	2,500.00	2,500.00	1.64	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-982-125	Mitered End Sect, Optional Rd, 18" CD	EA	2	3,332.30	6,664.60	3,100.00	6,200.00	5,644.00	11,288.00	4,500.00	9,000.00	2,171.75	4,343.50	8,170.00	16,340.00	5,462.02	10,924.04	4,200.00	8,400.00	26.04	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-982-138	Mitered End Sect, Optional Rd, 36" CD	EA	1	7,746.52	7,746.52	26,000.00	26,000.00	11,680.00	11,680.00	12,000.00	12,000.00	4,831.00	4,831.00	10,950.00	10,950.00	8,953.65	8,953.65	6,300.00	6,300.00	-18.67	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-982-140	Mitered End Sect, Optional Rd, 42" CD	EA	1	9,516.47	9,516.47	30,150.00	30,150.00	14,770.00	14,770.00	20,000.00	20,000.00	5,828.50	5,828.50	14,220.00	14,220.00	14,800.61	14,800.61	7,500.00	7,500.00	-21.19	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
430-982-145	Mitered End Sect, Optional Rd, 72" CD	EA	1	31,000.00	31,000.00	43,500.00	43,500.00	37,500.00	37,500.00	75,000.00	75,000.00	11,805.75	11,805.75	33,170.00	33,170.00	38,826.05	38,826.05	24,000.00	24,000.00	-22.58	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
520-1-10	Concrete Curb & Gutter, Type F	LF	265	45.93	12,171.45	45.00	11,925.00	72.00	19,080.00	50.00	13,250.00	75.75	20,073.75	83.30	22,074.50	52.56	13,928.40	75.00	19,875.00	63.29	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
522-1	Concrete Sidewalk and Driveways, 4" Thick	SY	204	73.91	15,077.64	75.00	15,300.00	110.00	22,440.00	125.00	25,500.00	86.50	17,646.00	96.10	19,604.40	108.72	22,178.88	115.00	23,460.00	55.59	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
530-3-4	Riprap, Rubble, F&I, Ditch Lining	TN	3,789	135.08	511,818.12	250.00	947,250.00	275.00	1,041,975.00	385.00	1,458,765.00	217.25	823,160.25	218.20	826,759.80	181.00	685,809.00	119.00	450,891.00	-11.90	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.

530-1-5	Articulating Concrete Block Revetment Sys, 6"	SY	1,098	179.07	196,618.86	525.00	576,450.00	486.00	444,690.00	235.00	258,030.00	214.25	235,246.50	198.80	218,282.40	375.69	412,607.62	275.00	301,950.00	53.57	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
530-74	Bedding Stone	TN	2,733	132.50	362,122.50	230.00	628,590.00	260.00	710,580.00	250.00	683,250.00	113.50	310,195.50	110.30	301,449.90	197.63	540,122.79	95.00	259,635.00	-28.39	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
536-1-0	Guardrail-Roadway, General/Low Speed TL-2	LF	561	26.08	14,630.88	75.00	42,075.00	52.00	29,172.00	125.00	70,125.00	75.00	42,075.00	23.80	13,351.80	27.36	15,348.96	20.00	11,220.00	-23.31	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
36-85-20	Guardrail End Treatment-Training Anchorage	EA	1	1,487.04	1,487.04	3,250.00	3,250.00	3,325.00	3,325.00	5,000.00	5,000.00	4,273.25	4,273.25	2,130.00	2,130.00	2,448.00	2,448.00	2,187.00	2,187.00	47.07	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
536-85-24	Guardrail End Treatment-Parallel Approach Terminal	EA	1	3,613.70	3,613.70	6,250.00	6,250.00	5,985.00	5,985.00	5,500.00	5,500.00	7,205.75	7,205.75	3,500.00	3,500.00	4,032.00	4,032.00	4,300.00	4,300.00	18.99	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
50-10238	Fencing, Type B, 6.1-7.0, Reset Existing	LF	714	75.00	53,550.00	45.00	32,130.00	122.00	87,108.00	75.00	53,550.00	30.00	21,420.00	41.30	29,488.20	46.08	32,901.12	28.00	19,992.00	-62.67	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
570-1-2	Performance Turf, Sod	SY	19,642	4.21	82,692.82	9.00	176,778.00	9.00	176,778.00	10.00	196,420.00	5.50	108,031.00	8.20	161,064.40	10.08	197,991.36	4.90	96,245.80	16.39	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
SPI #1	Dewatering	LS	1	50,000.00	50,000.00	145,000.00	145,000.00	860,424.00	860,424.00	450,000.00	450,000.00	358,645.75	358,645.75	274,520.00	274,520.00	43,200.00	43,200.00	630,000.00	630,000.00	1,160.00	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid.
Base Bid Woodside Drainage Improvements, Phase 2 Sub-Total:					**8,876,297.31**		**10,117,009.00**		**11,706,854.72**		**10,793,374.05**		**8,368,988.67**		**6,934,393.20**		**9,298,527.53**		**6,529,575.60**		
1-1	Maintenance of Traffic	LS	1	230,221.61	230,221.61	27,500.00	27,500.00	207,000.00	207,000.00	15,000.00	15,000.00	97,723.75	97,723.75	52,700.00	52,700.00	14,573.26	14,573.26	100,000.00	100,000.00	-56.56	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-2	Utility Locates in Advance of Construction	LS	1	76,138.00	76,138.00	24,611.00	24,611.00	32,024.00	32,024.00	10,000.00	10,000.00	9,446.00	9,446.00	43,880.00	43,880.00	61,858.50	61,858.50	20,000.00	20,000.00	-73.73	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-3	Furnish and Install 30" DIP Reclaimed Water Main (Open Cut)	LF	200	1,725.40	345,080.81	525.00	105,000.00	1,311.00	262,200.00	900.00	180,000.00	1,763.00	352,600.00	2,054.90	410,980.00	750.31	150,062.00	1,300.00	260,000.00	-24.68	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-4	Furnish and Install 16" DIP Reclaimed Water Main (Open Cut)	LF	40	920.60	45,109.50	350.00	17,150.00	440.00	21,560.00	577.00	28,273.00	1,648.50	80,776.50	1,480.90	72,564.10	392.66	19,240.34	688.00	33,712.00	-25.27	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-5	Furnish and Install 30" PVC Force Main (Open Cut)	LF	1,120	759.23	850,340.90	500.00	560,000.00	1,049.00	1,174,880.00	433.00	484,960.00	1,121.00	1,255,520.00	516.80	578,816.00	436.29	488,644.80	500.00	560,000.00	-34.14	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-6	Furnish and Install 20" PVC Force Main (Open Cut)	LF	30	845.28	25,358.50	365.00	10,950.00	605.00	18,150.00	800.00	18,000.00	2,045.25	61,357.50	2,109.70	63,291.00	329.02	9,870.60	1,150.00	34,500.00	36.05	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-7	Furnish and Install 16" DIP Water Main (Open Cut)	LF	36	721.79	25,984.50	320.00	11,520.00	1,002.00	36,072.00	625.00	22,500.00	1,796.00	64,656.00	1,520.30	54,730.80	384.63	13,846.68	527.00	18,972.00	-26.99	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-8	Furnish and Install 12" PVC Water Main (Open Cut)	LF	35	754.20	26,397.06	300.00	10,500.00	560.00	19,600.00	500.00	17,500.00	2,204.75	77,166.25	912.80	31,948.00	320.41	11,214.35	1,222.00	42,770.00	62.03	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-9	Furnish and Install: 30" Line Stop Assembly (With Bypass)	EA	3	390,495.00	1,171,485.00	245,000.00	735,000.00	610,113.00	1,830,339.00	150,000.00	450,000.00	75,623.25	226,869.75	151,560.00	454,680.00	249,705.37	749,116.11	130,000.00	390,000.00	-66.71	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-10	Furnish and Install: 20" Line Stop Assembly (With Bypass)	EA	1	69,027.00	69,027.00	115,000.00	115,000.00	135,039.00	135,039.00	75,000.00	75,000.00	71,835.25	71,835.25	162,154.60	162,154.60	133,178.49	133,178.49	110,000.00	110,000.00	59.36	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-11	Furnish and Install: 16" Line Stop Assembly (With Bypass)	EA	4	59,251.00	237,004.00	75,000.00	300,000.00	86,422.00	345,688.00	66,000.00	264,000.00	52,110.00	208,440.00	85,370.00	341,480.00	91,648.64	366,594.56	68,000.00	272,000.00	14.77	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-12	Furnish and Install: 12" Line Stop Assembly (With Bypass)	EA	2	23,751.75	47,503.50	55,000.00	110,000.00	56,031.00	112,062.00	49,000.00	98,000.00	23,648.00	47,296.00	84,400.00	168,800.00	65,613.54	131,227.08	56,000.00	112,000.00	135.77	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-13	Furnish and Install: 30" 45 Deg Bend	EA	14	19,077.75	267,088.50	18,600.00	260,400.00	24,804.00	344,456.00	20,000.00	280,000.00	16,775.25	234,853.50	22,540.00	315,560.00	27,794.16	389,118.24	19,000.00	266,000.00	-0.41	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-14	Furnish and Install: 20" 45 Deg Bend	EA	4	7,721.25	30,885.00	7,600.00	30,400.00	8,633.00	34,532.00	8,000.00	32,000.00	6,246.25	24,985.00	8,500.00	34,000.00	12,911.44	51,645.76	7,900.00	31,600.00	2.32	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-15	Furnish and Install: 16" 45 Deg Bend	EA	8	4,018.25	32,146.00	3,200.00	25,600.00	4,473.00	35,784.00	4,000.00	32,000.00	2,408.50	19,268.00	3,140.00	25,120.00	8,614.05	68,912.40	2,336.00	18,688.00	-41.87	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-16	Furnish and Install: 12" 45 Deg Bend	EA	2	2,548.00	5,096.00	2,100.00	4,200.00	3,344.00	6,688.00	2,400.00	4,800.00	1,352.00	2,704.00	2,390.00	4,780.00	4,256.63	8,513.26	1,500.00	3,000.00	-41.16	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-17	Furnish and Install: 30" 22.5 Deg Bend	EA	2	18,362.67	36,725.34	12,900.00	25,800.00	14,582.00	29,164.00	13,500.00	27,000.00	11,122.50	22,245.00	13,490.00	26,980.00	20,667.38	41,334.76	16,750.00	33,500.00	-8.73	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-18	Furnish and Install: 12" 22.5 Deg Bend	EA	2	6,290.50	12,581.00	1,950.00	3,900.00	3,264.00	6,528.00	2,284.00	4,568.00	1,239.75	2,479.50	2,270.00	4,540.00	4,212.41	8,424.82	1,400.00	2,800.00	-77.74	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-19	Furnish and Install: 30"x30" Tee	EA	2	32,317.00	64,634.00	36,500.00	73,000.00	39,532.00	79,064.00	40,000.00	80,000.00	33,514.50	67,029.00	37,760.00	75,520.00	49,631.13	99,262.26	34,000.00	68,000.00	5.21	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-20	Furnish and Install: 16"x8" Tee	EA	1	6,140.00	6,140.00	3,700.00	3,700.00	5,777.00	5,777.00	4,600.00	4,600.00	2,895.00	2,895.00	3,750.00	3,750.00	6,065.71	6,065.71	3,000.00	3,000.00	-51.14	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-21	Furnish and Install: 30" MJ Plug	EA	2	18,352.67	36,705.34	5,500.00	11,000.00	8,357.00	16,714.00	10,500.00	21,000.00	5,077.50	10,155.00	11,010.00	22,020.00	11,871.40	23,742.80	9,000.00	18,000.00	-50.96	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-22	Furnish and Install: 8" Gate Valve	EA	1	5,197.00	5,197.00	12,800.00	12,800.00	5,307.00	5,307.00	7,800.00	7,800.00	3,657.25	3,657.25	10,150.00	10,150.00	6,522.17	6,522.17	3,000.00	3,000.00	-42.27	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-23	Furnish and Install: 30" Gate Valve	EA	2	25,372.50	50,745.00	169,750.00	339,500.00	96,705.00	181,590.00	47,000.00	94,000.00	77,020.25	154,040.50	49,930.00	99,860.00	69,919.14	139,838.28	47,000.00	94,000.00	85.24	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-24	Furnish and Install: 3" Air Release Valve Assembly	EA	2	37,312.50	74,625.00	23,000.00	46,000.00	27,705.00	55,410.00	47,000.00	94,000.00	25,258.00	50,516.00	30,080.00	60,160.00	34,536.11	69,072.22	16,000.00	32,000.00	-57.12	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-25	Furnish and Install: 4" Air Release Valve Assembly	EA	1	43,771.00	43,771.00	35,500.00	35,500.00	39,743.00	39,743.00	25,000.00	25,000.00	39,976.25	39,976.25	29,800.00	29,800.00	46,558.68	46,558.68	18,000.00	18,000.00	-58.88	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-26	Furnish and Install: 30" Cut-In Connectio	EA	3	23,017.25	69,051.75	45,200.00	135,600.00	47,680.00	143,040.00	40,000.00	120,000.00	70,756.00	212,268.00	58,480.00	175,440.00	73,479.77	220,439.31	20,000.00	60,000.00	-13.11	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-27	Furnish and Install: 20" Cut-In Connection	EA	1	17,985.00	17,985.00	14,500.00	14,500.00	12,912.00	12,912.00	31,000.00	31,000.00	39,964.75	39,964.75	18,210.00	18,210.00	33,775.53	33,775.53	9,000.00	9,000.00	-69.96	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-28	Furnish and Install: 16" Cut-In Connection	EA	4	20,469.00	81,876.00	5,000.00	20,000.00	7,338.00	29,352.00	28,000.00	112,000.00	37,055.50	148,222.00	14,300.00	57,200.00	20,743.08	82,972.32	4,000.00	16,000.00	-80.48	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-29	Furnish and Install: 12" Cut-In Connection	EA	2	14,837.50	29,675.00	4,000.00	8,000.00	4,533.00	9,066.00	27,000.00	54,000.00	23,965.25	47,930.50	11,160.00	22,320.00	19,617.81	39,235.62	2,200.00	4,400.00	-85.17	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-30	Pipeline Abandonment with Grout	EA	250	23.94	5,985.00	70.00	17,500.00	108.00	27,000.00	235.00	58,750.00	137.00	34,250.00	194.60	48,650.00	134.30	33,575.00	53.00	13,250.00	121.39	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-31	Furnish and Install: 2" Blow Off Assembly	EA	2	3,309.00	6,618.00	2,500.00	5,000.00	3,582.00	7,164.00	2,000.00	4,000.00	6,500.00	13,000.00	2,330.00	4,660.00	7,279.15	14,558.30	2,700.00	5,400.00	-18.40	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.
1-32	Remove and Replace Sidewalk	SY	190	274.04	49,327.20	90.00	16,200.00	175.00	31,500.00	125.00	22,500.00	30.00	5,400.00	139.20	25,056.00	122.36	22,024.80	168.00	30,240.00	-38.70	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-33	Curb and Gutter Restoration	LF	300	62.08	18,624.00	48.00	14,400.00	85.00	25,500.00	75.00	22,500.00	60.00	18,000.00	70.50	21,150.00	59.88	17,964.00	49.00	14,700.00	-21.07	The unit price is within an acceptable range of the Engineer's Estimate and is considered reasonable.

1-34	Asphalt Mill and Overlay	SY	11,336	13.53	153,376.08	35.00	396,760.00	42.00	476,112.00	33.00	374,088.00	31.50	357,084.00	27.80	316,140.80	49.05	556,030.80	33.00	374,088.00	143.90	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-35	Asphalt Restoration	SY	570	133.79	69,570.80	125.00	65,000.00	230.00	119,600.00	162.00	84,240.00	141.25	73,450.00	188.10	97,812.00	99.25	51,610.00	240.00	124,800.00	79.39	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
1-36	Sod Restoration	SY	1,100	9.60	10,560.00	9.00	9,900.00	9.00	9,900.00	10.00	11,000.00	11.00	12,100.00	29.20	32,120.00	13.56	14,916.00	6.00	6,600.00	-37.50	While the unit price exceeds the Engineer's Estimate, the variance is attributable to project-specific logistics and contractor means and methods. The cost is reasonable relative to the overall contract value and does not indicate front-loading or unbalanced bidding.
1-37	Chain Link Fence	LF	1,000	59.88	59,880.00	40.00	40,000.00	43.00	43,000.00	125.00	125,000.00	30.00	30,000.00	48.90	48,900.00	57.60	57,600.00	27.00	27,000.00	-54.91	The variance for this item is attributed to quantity sensitivity and contractor means and methods. Given the limited quantity and minimal impact to the overall contract value, the unit price does not represent an unbalanced bid
Base Bid Woodside Utility Relocates Sub-Total					**4,388,500.38**		**3,641,891.00**		**5,969,517.00**		**3,389,679.00**		**4,180,150.25**		**4,014,923.30**		**4,253,139.81**		**3,231,020.00**		
TOTAL					**13,258,797.69**		**13,758,900.00**		**17,678,371.72**		**14,182,453.05**		**12,549,139.12**		**10,949,316.50**		**13,551,667.34**		**9,760,295.60**		

STATEMENT OF CERTIFICATION

1) All bids have been checked for accuracy and completeness. A complete line by line review of the lowest responsive bid is included with this document.
2) All bidders have properly submitted and fully executed all required bid documents, including all addenda.
3) All bidders have been verified against the State and Federal suspention/debarment list and have been found to be in compliance with this requirement.
4) All addenda were forwarded to the Department and concurrence was provided prior to issuance of each addendum.

I hereby certify that the data and information contained in this bid review is accurate and true:

Verified By:
Yurley Torres
Project Manager II

Yurley Torres Digitally signed by Yurley Torres Date: 2026.01.27 09:35:57 -05'00'

PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENT TO AWARD

Date: December 31, 2025

To: All Submitters on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: IFB2026001 Woodside drainage & Utility Infrastructure Improvements Phase 2

The Evaluation Committee has completed their review and evaluation, the Purchasing Department hereby provides notice that the recommendation is to award this solicitation to JR Davis. This shall now be submitted to the Commission to seek award.

We appreciate your work on the on this project's bid process and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: **IFB2026001**
DATE: December 15, 2025
TO: **Yurley Torres, Engineering Project Manager II**
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: **Woodside Drainage & Utility Improvements Phase 2**

COMMENTS: Subject bid was opened on December 12, 2025, with copy of abstract attached, copies of the 7 submittals were sent electronically for your review. Purchasing advertised this November 2, 2025, with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 951 vendors, and 55 vendors downloaded the bid package, Vendor Link had 36 vendors download the package after 1482 vendors notified. Local Vendor preference does not apply, as the low bidder is from Osceola County. After evaluations are completed and you have your recommendations, please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

__X__ Purchase from low bidder.
_____ Other - Explain (attach additional sheets if necessary).

REVIEWED BY: Yurley Torres Yurley Torres **DATE:** 1/13/2026
APPROVED BY: _____ **DATE:** 1/13/2026
DATE RETURNED TO PURCHASING: _____

1

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New X Replacement _____

The intended use of function is: Approval to award a Construction Contract to Jr. Davis Construction for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project in the amount of $9,760,295.60.

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Amount Budgeted: $9,760,295.60

Cost: _____

Remaining: _____

Intended use for any funds remaining: _____

_____

_____

_____

ITEM 7.M
Approval of the City of Kissimmee Community Impact Unit and Authorization of Partner Service Agreements

Request

Approval of the City of Kissimmee Community Impact Unit and Authorization of Partner Service Agreements

Explanation

The City of Kissimmee is committed to implementing proactive, coordinated strategies that enhance public safety, protect community quality of life, and support unsheltered residents on pathways toward stabilization and housing.

To advance this priority, the City has established the City of Kissimmee Community Impact Unit (CIU), a dedicated, cross-departmental field response designed to engage vulnerable populations, coordinate service delivery, and strengthen systemwide collaboration.

The Community Impact Unit formalizes the City's coordinated approach to addressing unsheltered homelessness by aligning outreach, medical and behavioral health services, crisis intervention, diversion strategies, and employment support under a structured operational model led by the City.

This effort is supported through the DCF Grant LP045, a State Appropriation, which awarded the City funding to develop a comprehensive response to public camping, enhance service coordination, and improve outcomes for vulnerable populations. This appropriation was secured through the leadership and advocacy of Senator Kristen Arrington and Representative Jose Alvarez to assist the City in addressing the impacts of House Bill 1365 and strengthening Kissimmee's capacity to respond effectively.

Through the Community Impact Unit, City staff and partner agencies will conduct targeted field engagement, provide rapid response to emerging needs, and connect individuals to critical resources while supporting broader community safety objectives.

Following a comprehensive review of community needs and service gaps, the City has identified experienced partner agencies to deliver specialized services within the CIU framework while maintaining strategic oversight and coordination at the City level.

Partner Agencies and Funding Allocation

SALT Outreach Inc.
Targeted outreach and coordinated rapid response services
$82,000

Osceola Community Health Services
Mobile medical and behavioral health services
$31,000

Back on Track Employment Services
Employment readiness, job training, and placement support
$30,000

Park Place Behavioral Health Care
Crisis stabilization and substance abuse intervention services
$27,000

City- Managed Diversion and Stabilization Resources
Flexible support to assist with immediate stabilization needs and housing pathways
$30,000

Park Place Behavioral Health Care – Mobile Crisis Response in partnership with KPD
No cost

Homeless Services Network – Trauma-Informed Training for First Responders
No cost

Total Program Investment: $200,000

Strategic Benefits

- Improve outcomes for unsheltered individuals
- Reduce strain on emergency services
- Enhance neighborhood conditions
- Strengthen interagency collaboration
- Support data-driven decision making

Success of the Community Impact Unit will be evaluated through proactive field engagement, service connection rates, housing pathway progressions, and demonstrated improvements in community conditions within targeted areas.

Additional funding opportunities may be utilized to further expand housing pathways and stabilization resources for individuals identified through this coordinated system of care.

Recommendation

Approve the establishment of the City of Kissimmee Community Impact Unit and authorize the City Manager to execute service agreements with the identified partner agencies to support coordinated outreach, health services, crisis intervention, and employment pathways.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
None

ITEM 7.N
Resolution Approving an Affordable Housing Development Consistent with the Florida Live Local Act

Request

Request adoption of the resolution approving an affordable housing development consistent with the Florida Live Local Act.

Explanation

The Florida Live Local Act authorizes local governments to approve affordable housing developments on parcels zoned for commercial or industrial use, provided at least ten percent (10%) of the units are designated as affordable. Alliance XI QOZB, LLC (“Developer”) proposes to develop a multifamily rental development on a 27.99-acre parcel located at the intersection of Fortune Road and Lakeside Drive and seeks City approval pursuant to Florida State Statutes 166.04151(6) and 420.0004, which states that at least forty percent (40%) of the residential units must be affordable. The Developer has advised City staff that this requirement will be met by restricting qualifying units within the southern 14 acres of the site. The Developer has also agreed to comply with applicable income and rent limits established by the Florida Housing Finance Corporation.

Recommendation

Adoption of the Resolution approving an affordable housing development consistent with the Florida Live Local Act.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Attorney
Presenter:

Attachment(s):
1. (S) Resolution Lakeside Estates Live Local Act

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, APPROVING AN AFFORDABLE HOUSING DEVELOPMENT CONSISTENT WITH FLORIDA STATUTES SECTION 166.04151(6); PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Live Local Act, Section 166.04151, Florida Statutes (2024), authorizes local governments to approve the development of housing that is affordable including, but not limited to, a residential development, on any parcel zoned for commercial or industrial use, so long as at least 10 percent of the units included are for housing that is affordable; and

WHEREAS, Alliance XI QOZB, LLC, a Florida limited liability company ("Developer"), proposes to develop a multifamily rental community on a 27.99-acre parcel located generally at the intersection of Fortune Road and Lakeside Drive (Parcel ID# 18-25-30-2899-001-0160) as described on Exhibit "A" attached hereto; and

WHEREAS, the property is zoned MU-PUD (Mixed-Use PUD) with an underlying future land use of CG (Commercial General); and

WHEREAS, Developer has submitted a site plan of the Project for review and approval, assigned reference number SP-23-0026 by the City of Kissimmee; and

WHEREAS, Developer is seeking City of Kissimmee approval to develop the site based on the provisions of Section 166.04151(6) Florida Statutes (2024), which allows for the development of affordable housing on parcels of land that are zoned for commercial or industrial use, subject to the requirements in Section 420.0004, Florida Statutes (2024); and

WHEREAS, under Sections 166.04151(6) and 420.0004, Florida Statutes (2024), Developer must ensure that at least 40% of the residential units are affordable and Developer has advised City staff that it will meet this requirement by restricting the appropriate percentage of the units within the southern 14 acres of the development to those who are qualified as required by the Live Local Act; and

WHEREAS, Developer agrees to be bound by the provisions related to income and rent limits set forth in the Florida Housing Finance Corporation 2025 Carryover Allocation Agreement to be entered into between Developer and Florida Housing Finance Corp. at a future date, consistent with the requirements of Sections 166.04151(6) and 420.0004, Florida Statutes (2024).

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

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Kissimmee, Florida, hereby approves the Project consistent with the requirements of Sections 166.04151(6) and 420.0004, Florida Statutes (2024).

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED THIS ___ DAY OF _____, 2026.

CITY OF KISSIMMEE

_____
Jackie Espinosa, Mayor - Commissioner

ATTEST:

_____
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
City Attorney

Exhibit “A”

Legal Description

Parcel ID Number: 18-25-30-1899-001-0160

ITEM 8.A
City Commission Direction for Food Trucks and Carts

Request

Request Commission direction regarding changes to the regulations governing food trucks and food carts.

Explanation

The City Commission instituted the following moratorium at the September 3, 2025, City Commission meeting:

A moratorium on all special event permits that include food trucks. This moratorium includes conditional use permits that are intended to extend special event permits beyond the time limits established by the Code.

The moratorium does not affect any existing conditional use permits or food truck plaza permitted by right in a Planned Unit Development Zoning.

Staff is seeking direction on how and where food truck regulations should be applied. Staff will make a brief presentation to guide the discussion.

Recommendation

Staff requests Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: Development Services
Presenter: Craig Holland

Attachment(s):
1. Food Truck Options Feb 17 2026

Food Truck Options

City Commission
February 17, 2026

Current Status

- At the September 3, 2025, City Commission meeting the following actions were taken:
  - A moratorium on all special event permits that include food trucks.
  - The moratorium includes condition use permits that are intended to extend special event permits beyond the time limits established in the code.
  - Does not affect existing conditional use permit for food trucks or food truck plaza permitted by zoning. Nor does it affect City special events in right-of-way or public lands.
- Staff seeking direction from Commission on several points.

How?

Options:*

- Only allow with a special event permit.
  - Limits applied to any special event permit.
  - Do not allow with a conditional use permit.
  - Do not allow as part of the zoning or transect district.
- Do not allow in the Central Business District, so as not to compete with bricks and mortar restaurants.
- Create separation requirements for established bricks and mortar restaurants.
  - Example: No food trucks allowed within 500 feet of a restaurant.

* None of these options would impact food trucks at City Special Events with street closures or at Lakefront Park.

Where?

- Limit to Central Business district in Downtown.
  - Length of Broadway between Church and Pleasant Streets.
  - Area can be altered to include Main and Emmett Streets and/or area between Broadway and Lakefront Park.
- Commercial corridors.
- Entirety of City.

ITEM 8.B
Appointment of Interim City Attorney

Request

Request Commission appointment of Deputy City Attorney Kalanit Oded as Interim City Attorney.

Explanation

With the recent vacancy and upcoming selection process to appoint a new City Attorney, it has become necessary to appoint an interim City Attorney to ensure continuity of operations of the City Attorney's Office and service to the City Commission. Per Article II, Chapter 1, Section 1 of the City Charter, the City Attorney must be appointed by the City Commission and per Article II, Chapter 5 of the City Charter, the City Attorney must be a person that is a member of the Florida Bar.

Kalanit Oded has served as Deputy City Attorney for the past 6-plus years and is a member of the Florida Bar in good standing. She is Board Certified in City, County and Local Government Law and has practiced law in Florida for over 16 years. She is also a member of the New York Bar and, in total, has over 22 years of experience practicing law. She holds a law degree from Tulane University and an undergraduate degree from Rutgers University. Ms. Oded's resume is attached for Commission review.

If appointed, Ms. Oded's salary will be temporarily increased to reflect the additional responsibilities associated with the Interim City Attorney role.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Kalanit Oded Resume 2026

KALANIT ODED, ESQ, B.C.S.

LICENCES: **FLORIDA STATE BAR ASSOCIATION**
BOARD CERTIFIED IN CITY, COUNTY AND LOCAL GOVERNMENT LAW
NEW YORK BAR ASSOCIATION

LEGAL EXPERIENCE:

November 2019-Present — **CITY OF KISSIMMEE,** Kissimmee, FL
Deputy City Attorney
Responsible for all matters concerning the Public Works & Engineering, Development Services and Economic Development Departments. Specific tasks including the drafting of Developer Agreements, City Code, Land Development, Form Based Code and Comprehensive Plan amendments. Additional duties include review and approval of all preliminary and final plats and drafting of all other legal instruments pertaining to land entitlements and conveyances. Draft all department procurement documents, including bid packages and final contracts. Serves as the City Attorney for the Planning Advisory Board, Code Enforcement Board, Development Review Committee, and the Affordable Housing Committee, and serves as the interim City Attorney as needed.

March 2017-November 2019 — **CITY OF MELBOURNE,** Melbourne, FL
Assistant City Attorney
Responsibilities included providing legal counsel to staff and officials in all areas of municipal law, with an emphasis on land use, economic development, low-income housing programs, public records and real property transfers. Drafted legal documents including ordinances, resolutions, contracts, redevelopment agreements, program policies and opinion memoranda. Served as Attorney for Zoning Board of Adjustment and Project Assessment Team (fka, DRC). Additionally, engaged in litigation ranging from Risk Protection Orders, employment matters and real property rights.

March 2010-July 2016 — **SHEPARD, SMITH & CASSADY, P.A.**, Maitland, FL
Associate Attorney
Served as Associate City Attorney for Maitland, Apopka, Edgewood, Mount Dora, Ponce Inlet, Flagler Beach, Mascotte and Satellite Beach CRA. Practice focused on all aspects of municipal law, with an emphasis on land use and litigation in both state and federal court. Drafted a wide variety of legal documents. Provided counsel to elected and appointed officials and staff as well as attended city council, board and committee meetings. Handled trial and appellate cases ranging from inverse condemnation, constitutional claims and civil infractions (including red light camera, code board and civil forfeiture cases).

June 2005-August 2007 — **U.S. COURT OF APPEALS, FIFTH CIRCUIT**, New Orleans, LA
Conference Attorney
Mediated cases and conducted research on legal issues presented in civil appeals pending before the Court. Reviewed all incoming notices of appeal for appellate jurisdiction. Maintained statistics on successful settlements within the circuit.

January 2004-May 2005 — **RE, PARSER & PARTNERS**, New York, NY
Associate Attorney
Engaged in all stages of corporate litigation, with an emphasis on securities law, including drafting of pleadings, affidavits, motions, depositions, interrogatories and complex legal and economic research.

August 2002-
May 2003

TULANE ENVIRONMENTAL LAW CLINIC, New Orleans, LA
Student Attorney
Represented community-based organizations and low-income clients in judicial and administrative proceedings. Researched and drafted pleadings, comments and memorandums.

EDUCATION:

UNIVERITY OF FLORIDA, Gainesville, FL
Levin College of Law
LL.M in Environmental and Land Use Law, May 2009

UNIVERSITY OF FLORIDA, Gainesville, FL
Department of Urban and Regional Planning
Master's pending
American Planning Association-FL Legislative Policy Committee, *Student Representative*
Growth Management Powers I, *Teaching Assistant*
Professor Dawn Jourdan, *Research Assistant*
Dept of Urban and Regional Planning, *Graduate Fellowship*

TULANE LAW SCHOOL, New Orleans, LA
JD, May 2003
Honors and Activities:
Appellate Moot Court Competition*, Semi-Finalist*
Criminal Law Society, *Secretary*
Public Interest Law Foundation, *Officer/Fundraiser*
CALI Excellence for the Future Award in Trademarks
Environmental Law Certificate

RUTGERS UNIVERSITY, New Brunswick, NJ
BA*, History and Philosophy,* May 1998
Honors:
Magna Cum Laude
Phi Beta Kappa
Margaret Atwood Judson Prize in History

ITEM 8.C
Discussion on Recruitment and Selection Process for City Attorney

Request

Staff requests Commission direction on the recruitment and selection process for the vacant City Attorney position.

Explanation

With the recent vacancy of the City Attorney position, staff is requesting Commission feedback on the process it would like to pursue to recruit candidates and make the best possible selection of a candidate for the position. Since Article II, Chapter 1 of the City Charter states that "The city commission shall appoint the city manager and the city attorney," the Commission must make the final decision on who it would like to appoint to the position. Because of this, any portions of the selection process conducted by the Commission as a body will need to occur in accordance with Florida public meeting requirements.

There are many ways that a candidate selection process can be conducted. Typically, the City's Human Resources & Risk Management Department (HR) coordinates the process for all recruitment and application submittals in cooperation with the city departments. However, given the high profile of this vacancy being a "charter officer" position, the Commission may desire to supplement HR's efforts using an outside search firm. Such firms can be used to conduct all, or portions of the recruitment and selection process. In addition, city staff typically utilizes a selection committee from multiple disciplines or departments to assist the hiring manager in both screening applicants and in providing input regarding the final selection. Since the five commissioners are technically the hiring manager in this instance, the Commission may instead elect to delegate preliminary screening to City staff or an outside search firm. These are just several examples of the variables that the Commission will need to consider in determining the most appropriate process.

To expedite the process, Staff requests input on the following issues:

1. Job Description (Candidate Profile): A draft job description has been developed and attached for the Commission's review. This job description outlines the minimum requirements and responsibilities for the City Attorney as listed in Article II, Chapter 5 of the City Charter as well as Article IV, Division 3 of the City Code of Ordinances. In addition, staff has included a general statement of the job, additional duties and responsibilities critical to the City's operations, and additional requirements concerning experience, education, training, and qualifications.

Of specific note is that the only minimum requirement for the position per the City Charter is that the person appointed to be city attorney must be a member of The Florida Bar. Staff has added language in the job description to require a minimum of 10 years of progressively responsible experience in municipal or local government law, a JD degree from an accredited law school, and demonstrated ability to advise elected officials and executive leadership. In addition, staff added language stating preference for candidates who are Board Certified in local government law.

2. Recruitment Posting (Advertisement): A draft position posting has been developed and attached for the Commission's review. This posting generally reflects the highlights of the job description, and includes additional qualities that the Commissioners have desired over the years. In addition, the Commission will need to consider whether to conduct a nationwide search or to focus only on potential candidates within the state of Florida given the Charter's requirement concerning Florida Bar membership.

3. Recruitment Process and Timeline: A draft recruitment timeline has been developed by HR and is attached for the Commission's review.

4. Recruitment Process Approach: Staff requests Commission direction on whether to conduct the process using City Staff, an external search firm, or a combination of the two. This process can be conducted in-house by HR and City Management, or via a search firm. The Commission could also consider using Staff to coordinate the process, but using a search firm to conduct specific tasks such as the initial recruitment, pre-screening to weed out unqualified candidates, or conducting background investigations of finalists, for example.

Further details involving the format of the selection process, interview approach, and desired candidate qualities and criteria for selection will be brought back to the Commission for consideration at a later date.

Staff will be available to guide the Commission through the necessary decisions and to answer any questions the Commission may have.

Recommendation

Staff requests Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Draft City Attorney Job Description revised 2-12-2026
2. City Attorney Advertisement 2-12-2026
3. CITY ATTORNEY RECRUITMENT TIMELINE 2-9-2026

City of Kissimmee, Florida
Classification Description

Classification Title: City Attorney
Department: City Attorney
Pay Grade: UNG
FLSA Status: Exempt

City Attorney – General Statement of Job

The City Attorney serves as the Chief Legal Advisor to the City and acts as the attorney of record in all civil suits, actions, and legal proceedings involving the City. The City Attorney provides legal counsel to the City Commission, City Manager, City departments, boards, officials, and employees acting in their official capacities, except for the Citizen's Police Review Board.

The City Attorney issues legal opinions on matters related to municipal governance, including the interpretation and application of the City Charter, state and federal statutes, ordinances, resolutions, and contracts. The position is responsible for reviewing and approving all legal instruments affecting the City and is required to attend all City Commission meetings. The City Attorney represents the City in legal proceedings and performs additional duties as assigned by the City Commission or as required by law, the City Charter, or ordinance.

Specific Duties and Responsibilities

Essential Functions

Litigation & Legal Representation

- Serves as attorney of record in all civil suits, actions, and legal proceedings involving the City, its officials, boards, and employees acting in their official capacities (except as provided in Section 2-766).
- Prosecutes and defends civil actions on behalf of or against the City.
- Represents the City in ordinance violation cases before the county court or Code Enforcement Board.
- Evaluates settlement opportunities and litigation strategy.

Legal Counsel, Public Communication & Advisory Responsibilities

- Provides legal advice, opinions, and representation to the City Commission, City Manager, departments, boards, officials, and employees.
- Attends regular and special City Commission meetings, workshops, and public meetings.
- Advises police, fire, and code enforcement personnel.
- Responds to public inquiries regarding municipal ordinances and legal matters affecting the City.
- Acts as parliamentarian for the City Commission and all boards.

Legislative & Policy Support

- Prepares or reviews ordinances, resolutions, deeds, contracts, regulations, and other legal documents.
- Drafts proposed legislation and represents the City before state legislative committees.
- Issues written and oral legal opinions on matters affecting municipal governance.

Operational & Administrative Leadership

- Directs all legal aspects of City operations, including ethics, Sunshine Law, public records, municipal elections, and compliance.
- Prepares and manages the Legal Department budget.
- Oversees agenda item preparation and presentations for City Commission action.
- Supervises Legal Department staff and outside counsel.
- Represents the City in procurement matters, bid protests, contract negotiations, and collective bargaining.

Risk Management Review Committee

- Serves as a committee member of the City's Risk Management Review Committee.
- Reviews all claims made against the City or by the City.
- Provides the City Commission with periodic reports on claims activity as requested.
- Performs all legal services necessary to support the City's risk management program, including the defense or prosecution of claims and suits.
- Oversees claims handling and works directly with the City's insurance carrier on the defense of third-party tort actions.
- When requested by the City Manager, negotiates settlements of claims or suits determined to be well-founded.
- The City Manager or the City Attorney may, with the City Manager's approval, obtain outside legal services, which shall be paid for by the trust fund when such services are deemed necessary in the best interest of the City.

Research, Training & Professional Development

- Conducts legal research and prepares reports.
- Stays current on court decisions, administrative rulings, and legislation affecting municipal operations.
- May develop and deliver training programs to support City initiatives.

Other Duties

- The duties and compensation of the City Attorney shall be such as are fixed by the City Commission. The City Attorney is appointed by, reports to, and serves at the pleasure of, the City Commission.
- Performs additional duties as assigned by the City Commission or as required by City Charter or ordinance.

Minimum Education and Training

- Juris Doctor (J.D.) from an ABA-accredited law school.
- Ten (10) years of progressively responsible legal experience in municipal, county, and administrative law.
- Member in good standing of the Florida Bar.
- Must be admitted to practice before the US District Court, Middle District of Florida, and U.S. Circuit Court of Appeals, 11th Circuit.
- Board Certification in City, County and Local government preferred.
- Valid State of Florida driver's license.
- Successful completion of a fingerprint-based national criminal history background check.
- Ability to obtain and maintain Criminal Justice Security Awareness training certification.

Minimum Qualifications and Standards Required

Skill Requirements

- Strong knowledge of Legal Department policies, procedures, and municipal law.
- Understanding of City organizational structure and related agencies.
- Knowledge of court administrative practices and ability to implement them effectively.
- Ability to develop and administer plans to ensure efficient departmental operations.
- Proficiency in modern office practices and technology.
- Excellent command of English usage, grammar, and legal writing.
- Strong administrative, organizational, technical, and interpersonal skills.
- Ability to prepare accurate reports and legal documents with attention to detail.
- Ability to interpret work procedures and provide guidance to staff.
- Ability to read and interpret legal materials.
- Ability to type accurately at a speed sufficient for assigned duties.
- Ability to train and assist employees.
- Commitment to continuous learning and professional development.
- Ability to perform duties with professionalism, courtesy, and integrity.
- Ability to remain calm and effective under pressure or in emergencies.

Physical Requirements

- Work is primarily sedentary to light, requiring occasional exertion up to 30 pounds.
- May involve standing, sitting, walking, bending, climbing, and reaching.
- Requires effective communication through speech, vision, and hearing.
- Requires use of hands for grasping and fine manipulation.

Responsibilities

- Maintains high standards of accuracy and quality.
- Takes corrective action when deficiencies occur.
- Maintains effective communication with internal and external stakeholders.
- Completes work within deadlines and in accordance with policy.
- Exercises sound analytical judgment.

Working Conditions

- Work is performed primarily in an office environment.

Other

- The duties and compensation of the City Attorney shall be such as are fixed by the City Commission. The City Attorney is appointed by, reports to, and serves at the pleasure of, the City Commission.
- This job description does not list every duty required of the position. The City may assign additional responsibilities as necessary to support effective operations.

101 Church Street, Kissimmee, FL 34741

CITY ATTORNEY

Full-Time
Excellent Benefits
Salary Range: $ - DOQ and Experience

The City of Kissimmee is seeking a highly accomplished municipal attorney to serve as its next **City Attorney, a trusted legal strategist and executive partner to the City Commission and executive leadership team.**

Kissimmee is one of Central Florida's fastest-growing cities, recognized for forward-thinking leadership, strong fiscal stewardship, and a commitment to community-focused growth.

The City Attorney serves as the chief legal advisor to the City Commission, City Manager, and senior leadership, providing strategic counsel on governance, land use, economic development, procurement, public finance, labor matters, and risk.

Minimum Qualifications:

1. Juris Doctor from an ABA-accredited law school
2. Member in good standing with the Florida Bar
3. **Ten (10) years of progressively responsible experience** in municipal or local government law
4. Demonstrated ability to advise elected officials and executive leadership

Board Certification in City, County, and Local Government Law is strongly preferred.

The Ideal Candidate:
Is a politically astute, solutions-oriented legal leader known for sound judgment, executive presence, and the ability to navigate complex, high-visibility matters with professionalism and discretion.

This is a full-time, executive-level position serving as the City's dedicated Chief Legal Officer.
Salary Range: $___ – $___ DOQ, plus executive benefits.

To apply, visit: www.kissimmee.gov/careers
For questions, contact Ana M. Gonzalez-Fajardo, Director of Human Resources and Risk Management at 407-518-2115.

CITY ATTORNEY RECRUITMENT TIMELINE

City of Kissimmee

PHASE 1 — PREPARATION

1. Commission Approval

- Approve updated job description
- Approve recruitment posting
- Approve recruitment process and timeline (30, 60, 90 days)
- Decide whether to use internal HR or an external search firm

2. Recruitment Materials Finalized

- Job posting
- Executive brochure / recruitment packet
- Application instructions
- Screening criteria
- Interview questions

3. Commission Questions to Address

- What qualities and priorities matter most in the next City Attorney
- Should the search be local, statewide, or national
- What salary range is acceptable
- What is the desired appointment date

PHASE 2 — POSITION ADVERTISEMENT

1. Post Position On

- City website (free), immediate posting
- Florida Bar Career Center (ranges from $499.00 to $1,298.00)
- Florida League of Cities
- Florida Association of Counties: posted 24 hrs after submission advertised for 60 days as well as being featured in our bi-weekly newsletter News and Notes.
- ICMA-International City/County Management Association
- NLC-National League of Cities
- LinkedIn, Indeed, GovernmentJobs.com, ziprecruiter, Glassdoor, (no additional charge), immediate posting
- Regional legal and municipal networks

2. Active Outreach

- Direct outreach to qualified municipal attorneys
- Optional: targeted outreach by search firm

PHASE 3 — APPLICATION SCREENING

1. Commission Questions to Address

- Should all applicants be forwarded to the Commission or only screened finalists
- Should candidates without municipal law experience be considered

2. HR / Search Firm Screening

- Verify minimum qualifications
- Review legal experience (municipal, county, administrative law)
- Confirm Florida Bar standing and disciplinary history and that they are an active member in good standing
- Identify candidates meeting selection criteria

PHASE 4 — FIRST-ROUND INTERVIEWS

1. Conducted by HR, City Manager, Screening Panel or City Commission

Focus areas:

- Municipal law expertise
- Litigation and advisory experience
- Ethics, Sunshine Law, public records
- Risk management and insurance claims handling
- Leadership and communication

2. Deliverables to Commission if Commission is not doing initial interviews

- Summary of semifinalist interviews
- Recommended finalists (typically 3–5)

3. Commission Sample Questions to Ask Candidates

- Describe your experience advising elected officials.
- How do you balance legal risk with operational practicality.
- What is your approach to managing outside counsel.
- Describe your experience with third-party tort claims and insurance carriers.
- How do you handle giving legal advice that is unpopular but necessary.

PHASE 5 — FINALIST INTERVIEWS

1. Conducted by the City Commission in a Public Meeting

Each finalist participates in:

- Structured interview
- Scenario-based legal questions
- Optional: written legal analysis

2. Commission Sample Questions to Ask Finalists

Legal Judgment & Governance

- How do you ensure your legal advice remains objective and independent.
- How do you handle situations where legal requirements conflict with political pressures.

Litigation & Risk Management

- Describe your experience defending municipalities in civil litigation.
- How do you evaluate whether to settle or litigate a claim.
- What is your experience working with insurance carriers on tort claims.

Leadership & Management

- How do you manage a legal department and outside counsel.
- What is your approach to mentoring and developing staff.

Ethics & Transparency

- What is your philosophy on Sunshine Law and public records compliance.
- Describe a time you resolved a complex public records issue.

Strategic Vision

- What do you see as the biggest legal risks facing municipalities today.
- What would your first 90 days as City Attorney look like.

PHASE 6 — COMMISSION DELIBERATION & SELECTION

1. Commission Discusses Finalists

- Strengths and weaknesses
- Fit with organizational culture
- Legal judgment and communication style
- Leadership and management capability

2. Commission Questions to Address

- Which candidate best aligns with the City’s needs
- What compensation range is appropriate
- Should the City Attorney be required to reside within the City or region

3. Commission Selects Preferred Candidate

PHASE 7 — BACKGROUND & CREDENTIAL REVIEW

1. Conducted by HR or Search Firm

- Florida Bar member letter indicating active member in good standing
- Disciplinary history
- Litigation history
- Employment verification
- Criminal background check

- Pre-employment medical
- Reference checks

2. Commission Questions to Address

- Should references include elected officials the candidate previously advised
- Should the City conduct an independent legal background review

PHASE 8 — CONTRACT NEGOTIATION & APPOINTMENT

1. Contract Negotiation

- Salary
- Benefits
- Severance
- Evaluation schedule
- Performance expectations

2. Appointment

- Commission votes to appoint the City Attorney
- Public announcement
- Onboarding begins

PHASE 9 — ONBOARDING

1. Orientation

- Meetings with Commission members
- Meetings with City Manager and department heads
- Review of ongoing litigation, claims, and major projects

2. First 90-Day Plan

- Legal risk assessment
- Review of active claims and insurance matters
- Review of ordinances, contracts, and policies
- Establish communication protocols with Commission and City Manager

ITEM 8.D
Resolution Establishing an Auditor Selection Committee and Appointment of a Commissioner Committee Member

Request

Request adoption of a resolution to establish an auditor selection committee and appoint a commissioner committee member.

Explanation

The City's current external auditor contract with Purvis, Gray and Company expires with the conclusion of the September 30, 2025, fiscal year-end audit. In order to provide sufficient time to proceed through the statutorily-required processes for auditor selection in time to procure an auditor for the fiscal year-ended September 30, 2026, audit, the establishment of an auditor selection committee is required at this time.

A resolution is necessary to establish the auditor selection committee that is required under 218.391, Florida Statutes, commonly referred to as the "auditor selection law." The statute requires that an auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center consist of at least three members, one of whom must be a member of the governing body and serve as the committee chair. No employee of the county, municipality, special district, district school board, charter school, or charter technical career center may serve as a member of the auditor selection committee; however, an employee of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity. The purpose of the auditor selection committee is to assist the City Commission in selecting an auditor to conduct the annual financial audit required in section 218.39, Florida Statutes.

Staff has prepared the attached resolution for discussion and approval by the City Commission.

Recommendation

Adoption of the resolution to establish an auditor selection committee.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance
Presenter:

Attachment(s):
1. (S) Auditor Selection Committee Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE PURSUANT TO SECTION 218.391, FLORIDA STATUTES, TO ASSIST THE CITY COMMISSION IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT REQUIRED IN SECTION 218.39, FLORIDA STATUTES; APPOINTING MEMBERSHIP OF AUDIT COMMITTEE; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida, (hereinafter "City") is a municipal corporation of the State of Florida with the power and authority that has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City needs an auditor to perform annual financial audits required by Section 218.39, Florida Statutes; and

WHEREAS, Section 218.391 (2), Florida Statutes, requires the City Commission to establish an Auditor Selection Committee ("Committee") to select such an auditor; and

WHEREAS, Section 218.391 (2)(b), Florida Statutes, requires the Committee to consist of at least three (3) members, at least one of which must be a member of the City Commission who shall serve as chair of the Committee; and

WHEREAS, qualified persons with experience in municipal governmental and utility financial reporting and auditing may be appointed to serve on the Committee as members; and

WHEREAS, according to the Government Finance Officer's Association (GFOA) Best Practices (nonmandatory guidance), ideally, members of the committee should possess or obtain a basic understanding of governmental financial reporting and auditing; and

WHEREAS, Section 218.391 (2) (c), Florida Statutes, prohibits the City's employees, City Manager, or Chief Financial Officer from serving on the Committee; but may serve in an advisory capacity; and

WHEREAS, City staff recommends that the City Commission establish a Committee pursuant to Section 218.391, Florida Statutes, to assist the City Commission in selecting an auditor to conduct the annual financial audit for this fiscal year and subsequent fiscal years, appoint three members to the Committee, and designate a City staff member to serve as advisor to the Committee.

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

Section 1. **Recitals**. The foregoing recitals are hereby ratified and confirmed as being true and correct.

Section 2. **Establishment of Auditor Selection Committee.** An Auditor Selection Committee ("Committee") is established pursuant to Section 218.391, Florida Statutes.

Section 3. **Composition of Committee.** The City Commission hereby officially designates the following persons, who are not Commissioners, to serve as members of the Committee:

1. Richard T. Wagner, President, Southeastern Investment Securities, and

2. Nikita Carry, Budget Supervisor, Toho Water Authority.

Upon adoption of this Resolution, the City Commission shall appoint one of its sitting members to the Committee, who shall serve as Committee Chair.

Members of the Committee may be replaced as necessary by a majority of the Commission's vote and upon adoption of a Resolution.

Section 4. **Purpose of Committee.** The purpose of the Committee shall be to fulfill its statutory obligation as set forth in Section 218.391(3), Florida Statutes.

Section 5. **Advisor to Committee.** The City's Finance Director or her designee will serve as an advisor to the Committee.

Section 6. **Termination.** The Committee shall terminate upon the execution of an agreement between the City and its selected auditor, or one year, whichever is sooner.

Section 7. **Conflict**. Any resolution or part of a resolution in conflict with any of the provisions of this Resolution is hereby repealed.

Section 8. **Severability.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the City Commission that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 9. **Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

DONE AND RESOLVED this ____ of February, 2026.

CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA

By: _____
Jackie Espinosa, Mayor-Commissioner

Attest:

By: _____
City Clerk

ITEM 8.E
(DKCRA) 50 Lakeview Redevelopment Site

Request

Downtown Kissimmee CRA (DKCRA) staff seeks direction from the CRA Board on the redevelopment of the 50 Lakeview site.

Explanation

The 50 Lakeview Site consists of three parcels with different uses. To the far west, 20 Lakeview has been used as the Parks Operations Center and storage facility, which will be relocated to Denn John Blvd within the next few years. The middle parcel, 50 Lakeview, features the Johnson-Steffee House, built in 1885 by riverboat captain Clay Johnson. The house has been vacant for over a decade and has fallen into disrepair, reducing its historical value. The rest of the parcel remains undeveloped and is mainly covered with natural brush forest. This middle parcel was purchased by the City in 2023. To the east, 0 Lakeview has been used as additional parking to support events at Kissimmee Lakefront Park and for overflow trailer parking during fishing tournaments in Lake Tohopekaliga. The entire site covers 7.62 acres.

The 50 Lakeview site offers a chance to build on the success of redevelopment at Kissimmee Lakefront Park and nearby areas to create more housing and commercial spaces. Additionally, this site is listed in the Downtown Kissimmee Redevelopment Plan as a potential catalyst site within the district. Ideal redevelopment would consider a mix of uses that are seen as desirable within the Downtown Kissimmee CRA district:

- Mixed-Use Development
- Commercial Spaces & Restaurants
- Container Park
- Gathering Spaces
- Outdoor Seating
- Cultural and Entertainment Activities
- Public Art

Kissimmee CRA staff is seeking guidance from the DKCRA Board on the type of development they want to see on this site and on a timeline for potentially issuing an RFQ to solicit redevelopment proposals.

Recommendation

DKCRA staff recommends issuing an RFQ to solicit development proposals to be considered.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. Site Aerial- 50 Lakeview


307
309
313
319
722
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401
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CLAY ST
CITY OF KISSIMMEE
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LAKE TOHOPEKALIGA