MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 16, 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 Swearing In of New Firefighters
   - 3.B Proclamation – City of Kissimmee Fire Department Founding Date
   - 3.C Proclamation – World Elder Abuse Awareness Month
   - 3.D Service Awards for April, May, and June 2026
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - Second and Final Reading - Proposed Ordinance #26-15 - An Ordinance establishing the Hilliard Isle Community Development District (CDD)

     AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.
5. **PUBLIC HEARINGS**
   - 5.A Public Hearing — Amendment to the Section 108 Loan Application, Substantial Amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan, and Accompanying Resolution
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 City Commission Minutes from the June 2, 2026 Meeting and KUA Interviews
   - 7.B Forestry Chipper Truck Purchase
   - 7.C Installation of LED Stadium Lighting for Fortune Road Athletic Complex

7.D Kissimmee Police Department Elevator Modernization Contract Amendment

7.E Continuing services contracts for Inspire Placemaking Collective, Inc., NUE Urban Concepts, and Traffic and Mobility Consultants

7.F Scope with NUE Urban Concepts for updates to the Mobility Study and Mobility Fee Ordinance

7.G 2025 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs

7.H Hill Street Sidewalk Project Change Order No. 1

7.I Internship Grant from Florida Airports Council (FAC)

7.J Award Professional Auditing Services for RFP2026-009

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A DKCRA – Holiday Lighting RFP Award

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Resolution Implementing Article III, Chapter 1, Section 6 of the City Charter

8.C Discussion and Direction Regarding Amendments to Temporary Sign Regulations

8.D Advisory Board Vacancies: Board of Adjustments

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Swearing In of New Firefighters

Request

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

Explanation

The City of Kissimmee Fire Department has hired five new employees. These employees have completed an extensive orientation and have now been assigned to a shift and station.

Staff requests that these employees be sworn in before the City Commission to reflect the professionalism and respect their jobs deserve. This will also give commissioners the opportunity to meet the new firefighters who will be serving this city.

The firefighters to be sworn in are:

Roderick Castro
Luis Marquez
Noah Drozd
Sebastian Molina
Dylan Sharpe

Department: Fire
Presenter: James Walls

Attachment(s):
1. (S) Oaths of Office

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

June 16, 2026

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

Seal

Roderick Castro

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

June 16, 2026

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

Seal

Luis Marquez

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

June 16, 2026

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

Seal

Noah Drozd

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

June 16, 2026

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

Seal

Sebastian Molina

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

June 16, 2026

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

Seal

Dylan Sharpe

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 3.B
Proclamation – City of Kissimmee Fire Department Founding Date

Request

City of Kissimmee Fire Department Founding Date Proclamation presentation to Fire Chief Jim Walls.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - City of Kissimmee Fire Department Founding Date

Proclamation

City of Kissimmee Florida

CITY OF KISSIMMEE FIRE DEPARTMENT FOUNDING DATE

WHEREAS, new information of the existence of the Kissimmee Fire Department in the year one thousand eight hundred and ninety-nine (1899) has been discovered; and

WHEREAS, this discovery was found in the May 1899 fire insurance map from the Sanborn-Perris Map Company, Limited and stamped by the Library of Congress; and

WHEREAS, the 1899 map indicates the Kissimmee City Fire Department existed with 32 volunteer members, one hook & ladder truck, 24 water buckets, and a fire alarm to be located at a future bell tower; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim that "**1899 is the Founding Date of the City of Kissimmee Fire Department".**

IN WITNESS, THEREOF, this is signed this 16th day of June, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C
Proclamation – World Elder Abuse Awareness Month

Request

Proclamation presentation to AARP Volunteers Hilda Diaz and Ana Charris recognizing June as World Elder Abuse Awareness Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - World Elder Abuse Awareness Month

Proclamation

City of Kissimmee
Florida

WORLD ELDER ABUSE AWARENESS MONTH

WHEREAS, Florida's 6.5 million older adults deserve to live with dignity, security, connection, purpose, and to be empowered to choose how to live as they age; and

WHEREAS, millions of older Americans experience some form of elder abuse every year and less than five percent of elder abuse cases are reported to authorities; and

WHEREAS, elder abuse may involve physical, psychological, sexual, or financial abuse, and includes forms of neglect; and

WHEREAS, elder abuse is a silent threat that robs older adults of their health, dignity, safety, security, and in some cases, their lives; and

WHEREAS, elder abuse is a public health and human rights issue for which every Floridian bears a responsibility to help prevent, identify, and report; and

WHEREAS, social and community connections can significantly reduce risk of elder abuse; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim June as "**World Elder Abuse Awareness Month**"

IN WITNESS, THEREOF, this is signed this 16th day of June, 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.D
Service Awards for April, May, and June 2026

Request

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

Explanation

Five Years	Isabella Bellomo	Police
Five Years	Tommy Hill	Fire
Five Years	Alexis Merritt	Police
Five Years	Theresa Phiri	City Manager
Five Years	Angel Cruz	Public Works
Five Years	Wilmarie Hernandez Pagan	Public Works
Five Years	Shantavia Ritchie	Finance
Ten Years	Sedrick Jones	Public Works
Ten Years	Alexis Santos	Finance
Ten Years	Kyle Bywater	Police
Ten Years	Christopher Cabral	Police
Twenty Years	Alvin Melendez	Public Works
Twenty Years	Miguel Ruiz	Public Works
Twenty Years	Melanie Poole	Police
Thirty Years	Catherine Finneran	Development Services

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing - Second and Final Reading - Proposed Ordinance #26-15 - An Ordinance establishing the Hilliard Isle Community Development District (CDD)

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Request

Request approval of the petition to establish the Hilliard Isle Community Development District (CDD) and adoption of Proposed Ordinance #26-15.

Explanation

Pulte Home Company, LLC is petitioning the City, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, to establish a Community Development District. The Hilliard Isle CDD will finance infrastructure and other improvements, including the master stormwater system, on-site roads, potable water distribution systems, sanitary sewer collection, landscape and irrigation, hardscape features, and off-site improvements for the Hilliard Isle Mixed Use Planned Unit Development (PUD-22-0004), which was approved at the Jan. 16, 2024 City Commission meeting. The petition also identifies future expansion parcels that may be added to the CDD district boundaries within 10 years of establishment, by separate petition(s) to the City.

Hilliard Isle is located on the east side of Simpson Road, south of Osceola Parkway and north of Buenaventura Boulevard. The applicant has already obtained several City development approvals and is in the process of receiving final plat approval (SR-25-0015) for the 1st phase of the development.

Recommendation

Approval of the Second and Final Reading of the Hilliard Isle CDD petition and adoption of Proposed Ordinance #26-15.

City Commission recommended approval of the First Reading on June 2, 2026.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):

1. Hilliard Isle CDD Boundary Map
2. Petition to Establish Hilliard Isle CDD
3. (S)Proposed Ordinance 26-15 Hilliard Isle CDD

4. Hilliard Isle CDD Proof of Publications
5. June 2, 2026 First Reading - City Commission Action Summary

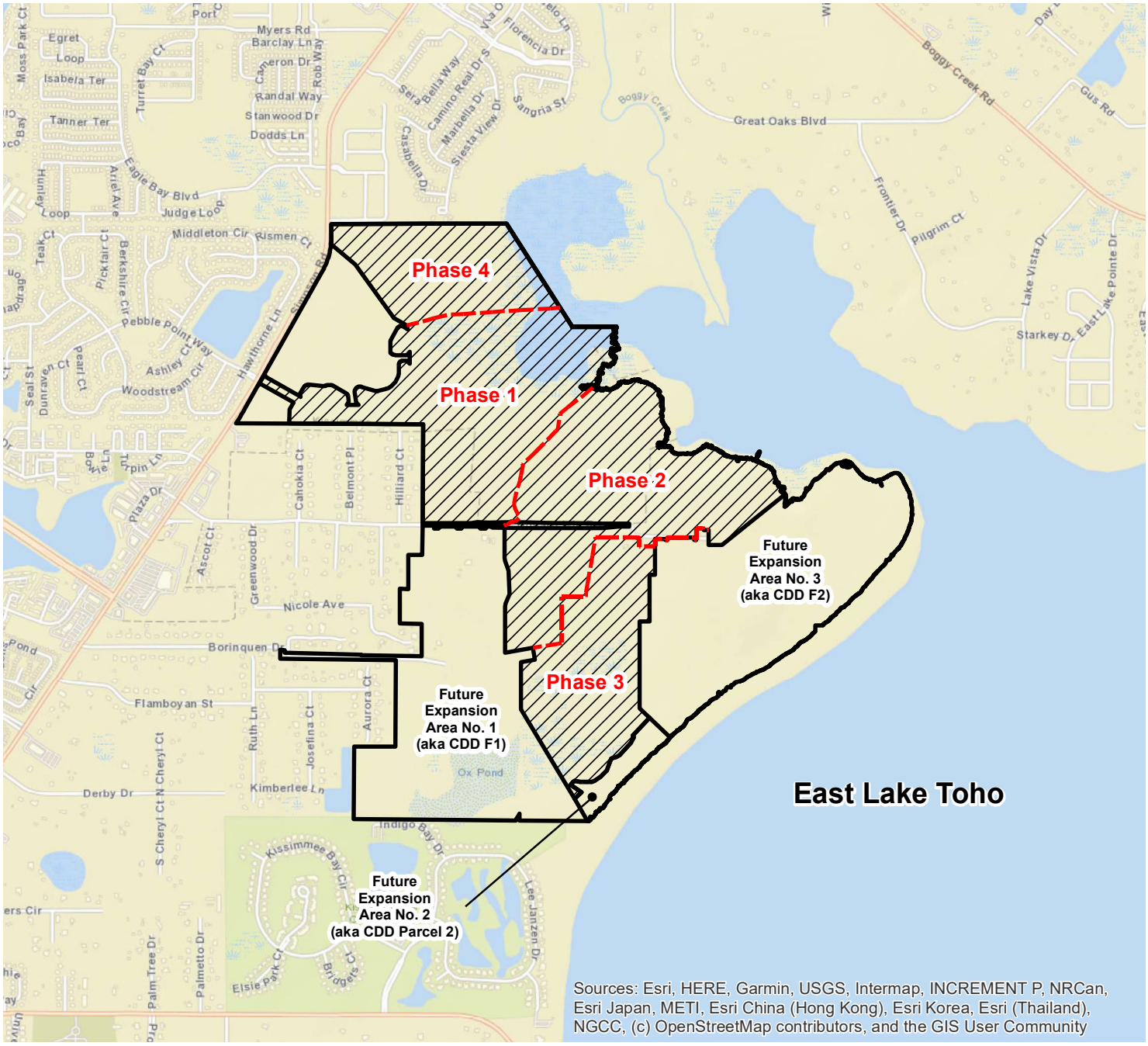
Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E

City of Kissimmee, Florida

N

1 " = 2,000 '



Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines

NOTES

1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

General Location Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.1 General Location Map 04-15-26.mxd

PETITION TO ESTABLISH HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Ryan J. Dugan, Esq.
Florida Bar No. 93207
Ryan.Dugan@kutakrock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)

BEFORE THE CITY COMMISSION OF
THE CITY OF KISSIMMEE, FLORIDA

PETITION TO ESTABLISH HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Pulte Home Company, LLC (hereafter "Petitioner"), hereby petitions the City of Kissimmee, Florida pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located within the City of Kissimmee, Florida. **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately 451 acres of land, generally located east of Simpson Road and west of East Lake Toho. The metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the proposed District, which is to be excluded from the District.

3. Future Expansion Parcels. Pursuant to Section 190.046(1)(h), *Florida Statutes*, this Petition identifies certain "Future Expansion Parcels" that may be added to the boundaries of the district within 10 years after establishment by separate petition to the City. The Future Expansion Parcels collectively consist of approximately 240.544 acres of land. The current landowner of the Future Expansion Parcels is Plaza Lakes, LLC. Metes and bounds descriptions of the Future Expansion Parcels are set forth in **Composite Exhibit 3**.

4. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located

within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district is contained in **Exhibit 4**.

5. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Sean Bailey
Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

Name: Mary Burns
Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

Name: Dan Edwards
Address: 1750 W. Broadway, Suite 111
Oviedo, Florida 32765

Name: Richard Jerman
Address: 1750 W. Broadway, Suite 111
Oviedo, Florida 32765

Name: Serena Turke
Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

6. Name. The proposed name of the District is Hilliard Isle Community Development District.

7. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future

Land Use Plan is identified on **Exhibit 5.** The proposed land uses for lands contained within the proposed District are consistent with the City's approved Future Land Use Plan.

8. Major Water and Wastewater Facilities and Outfalls. **Composite Exhibit 6** shows the existing major trunk mains, sewer interceptors and outfalls within the boundaries of the proposed District, if any. Composite Exhibit 6 also shows the proposed water points of connection, drainage outfalls and inflow points serving the lands within and around the proposed District.

9. District Facilities and Services. **Composite Exhibit 7** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or install, as well as the estimated costs of constructing the infrastructure serving land within the proposed District. At present, these improvements are estimated to be made, constructed and installed in four (4) phases over the time period from 2026 through 2031. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. Authorized Agent. The Petitioner is authorized to do business in the State of Florida**.** The authorized agent for the Petitioner is Ryan J. Dugan. **See Exhibit 9**. Copies of all correspondence and official notices should also be sent to:

Ryan J. Dugan
Ryan.Dugan@kutakrock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)

12. This petition to establish Hilliard Isle Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Kissimmee from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual

entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Kissimmee to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*, a proposed form of which is included herein as **Exhibit 10**;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and (d), *Florida Statutes,* and

c. grant such other relief as appropriate.

[Remainder of page intentionally blank]

RESPECTFULLY SUBMITTED, this 9th day of February 2026.

KUTAK ROCK LLP



Ryan J. Dugan
Ryan.Dugan@kutakrock.com
Florida Bar No. 93207
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
Attorney for Petitioner

LIST OF EXHIBITS

Exhibit Number	Description
1	General Location Map
2	Metes and Bounds Legal Description
Comp 3	Metes and Bounds Legal Descriptions for Expansion Parcels
4	Consent and Joinder of Landowner
5	Future Land Use Map
Comp 6	Existing and Proposed Utilities Map
Comp 7	List of Facilities, O&M Responsibility and Estimated Costs
8	Statement of Estimated Regulatory Costs (SERC)
9	Authorization of Agent
10	Proposed Establishment Ordinance

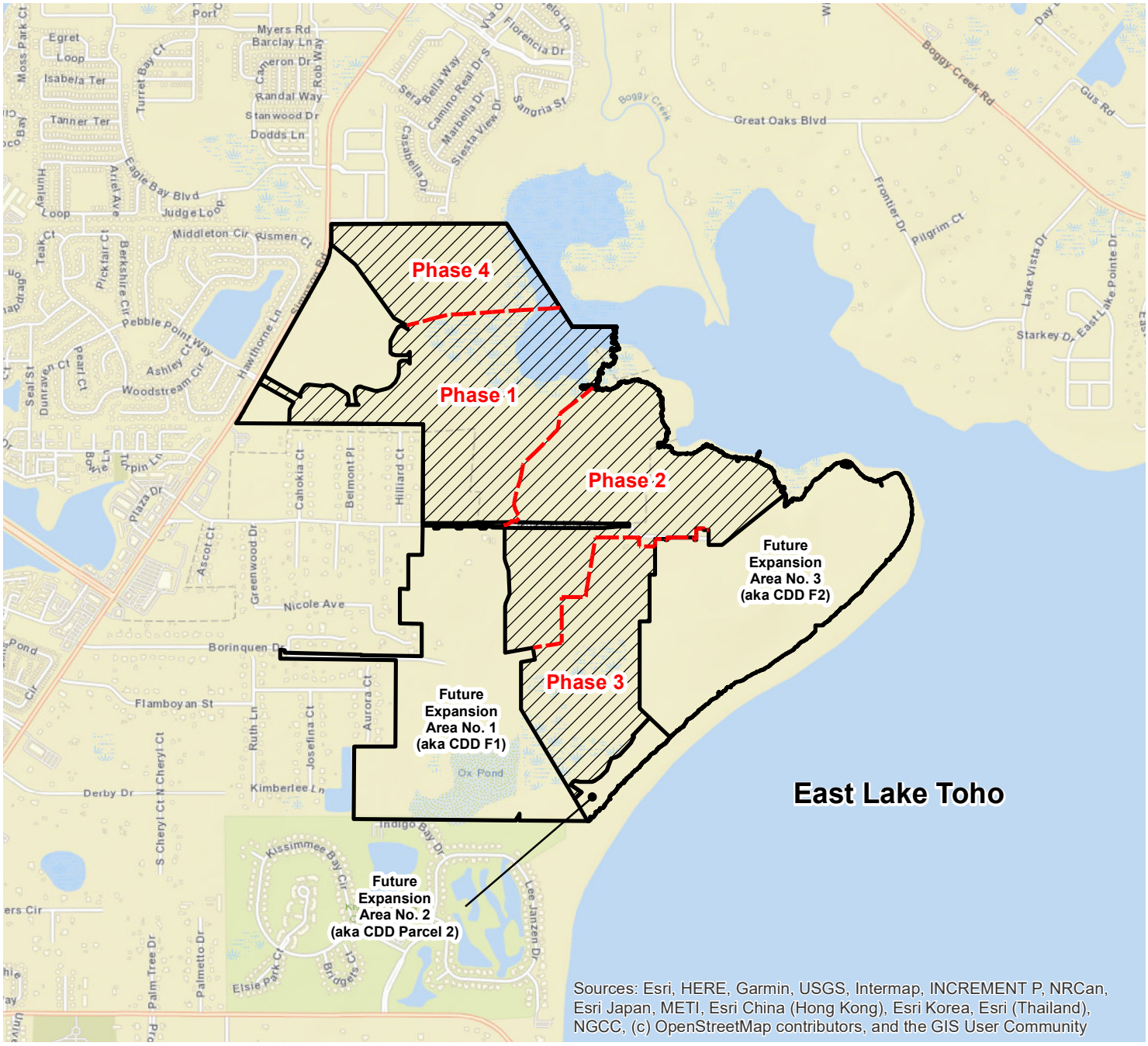
EXHIBIT 1
GENERAL LOCATION MAP

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 2,000 '



Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines

NOTES
1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

General Location Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.1 General Location Map 04-15-26.mxd

EXHIBIT 2
METES AND BOUNDS LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

DESCRIPTION:

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.

ENGINEERS PLANNERS SURVEYORS

1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068

CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Reason: I am approving this document
Date: 2025.12.17 13:43:09-05'00'

JAMES D. LEVINER *December 17, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

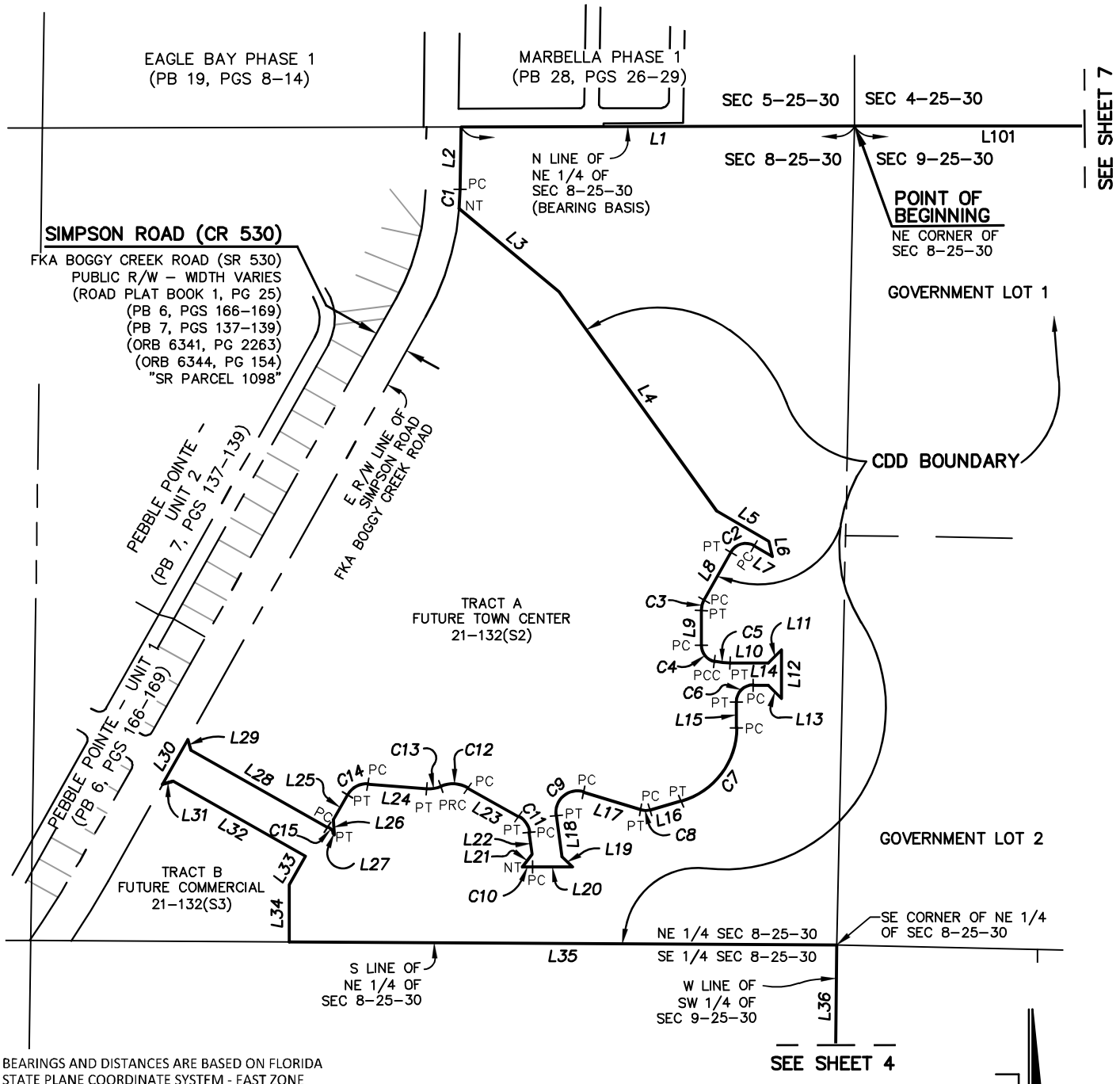
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

1"= 500'

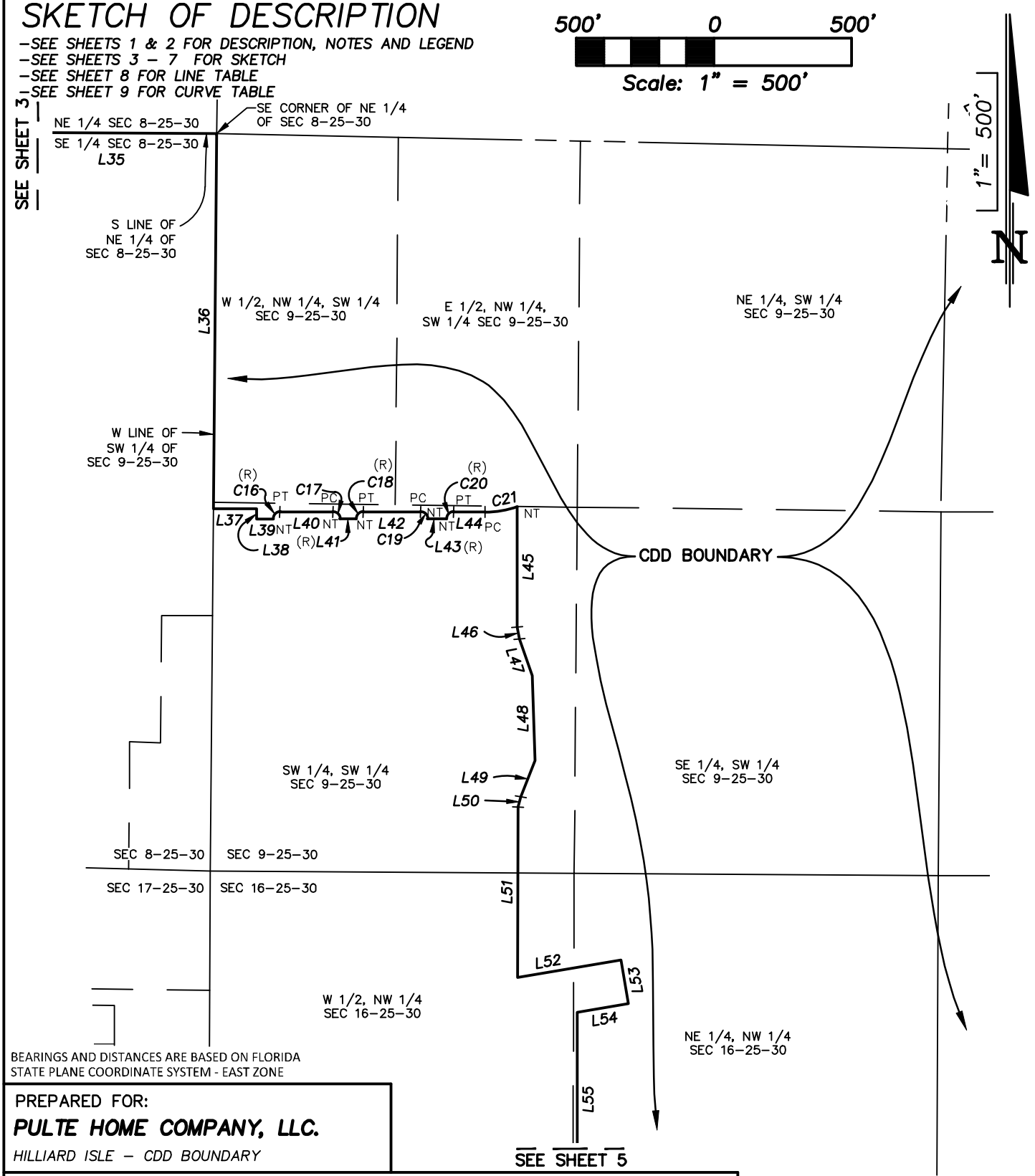
N

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

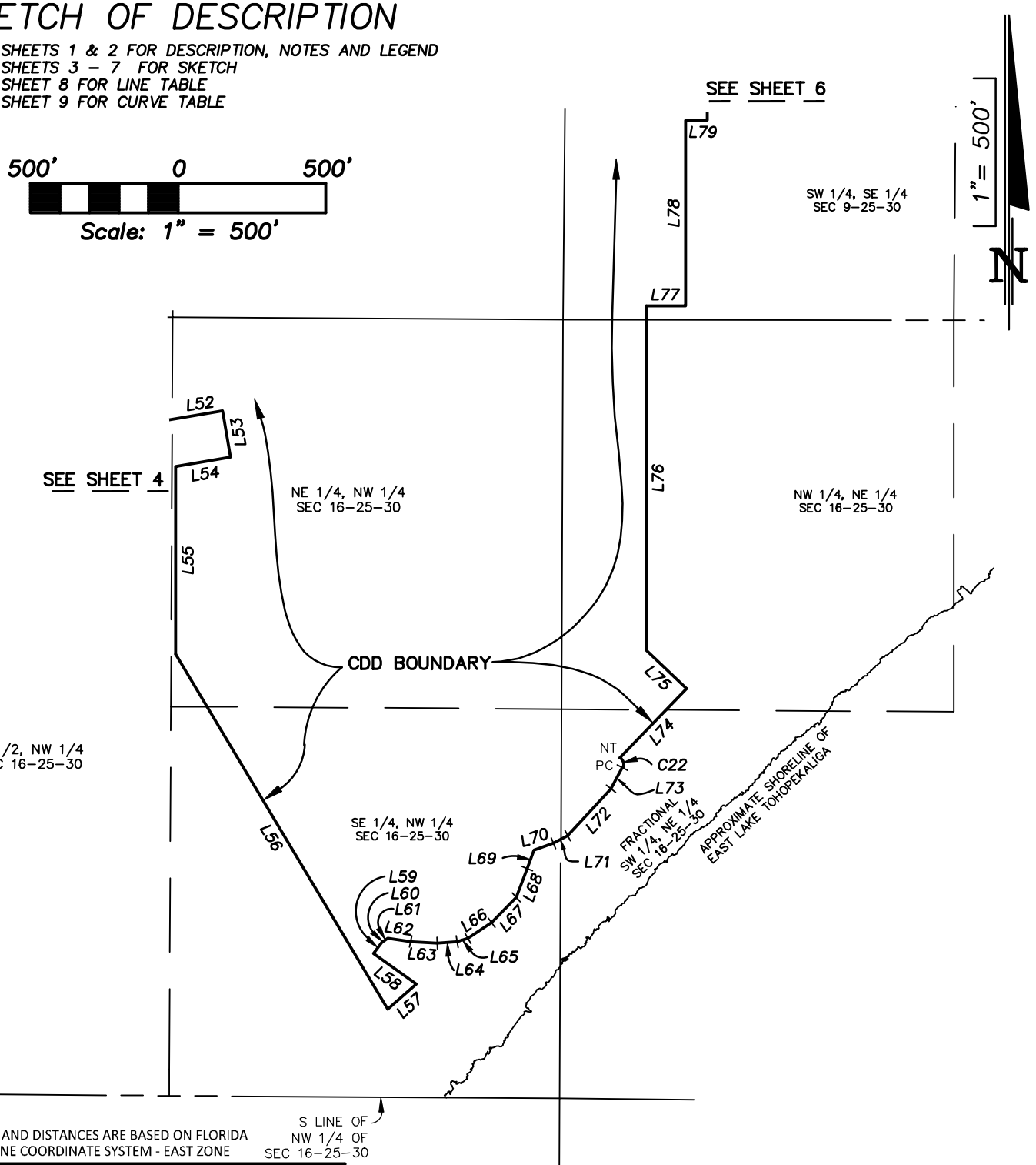
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 5
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

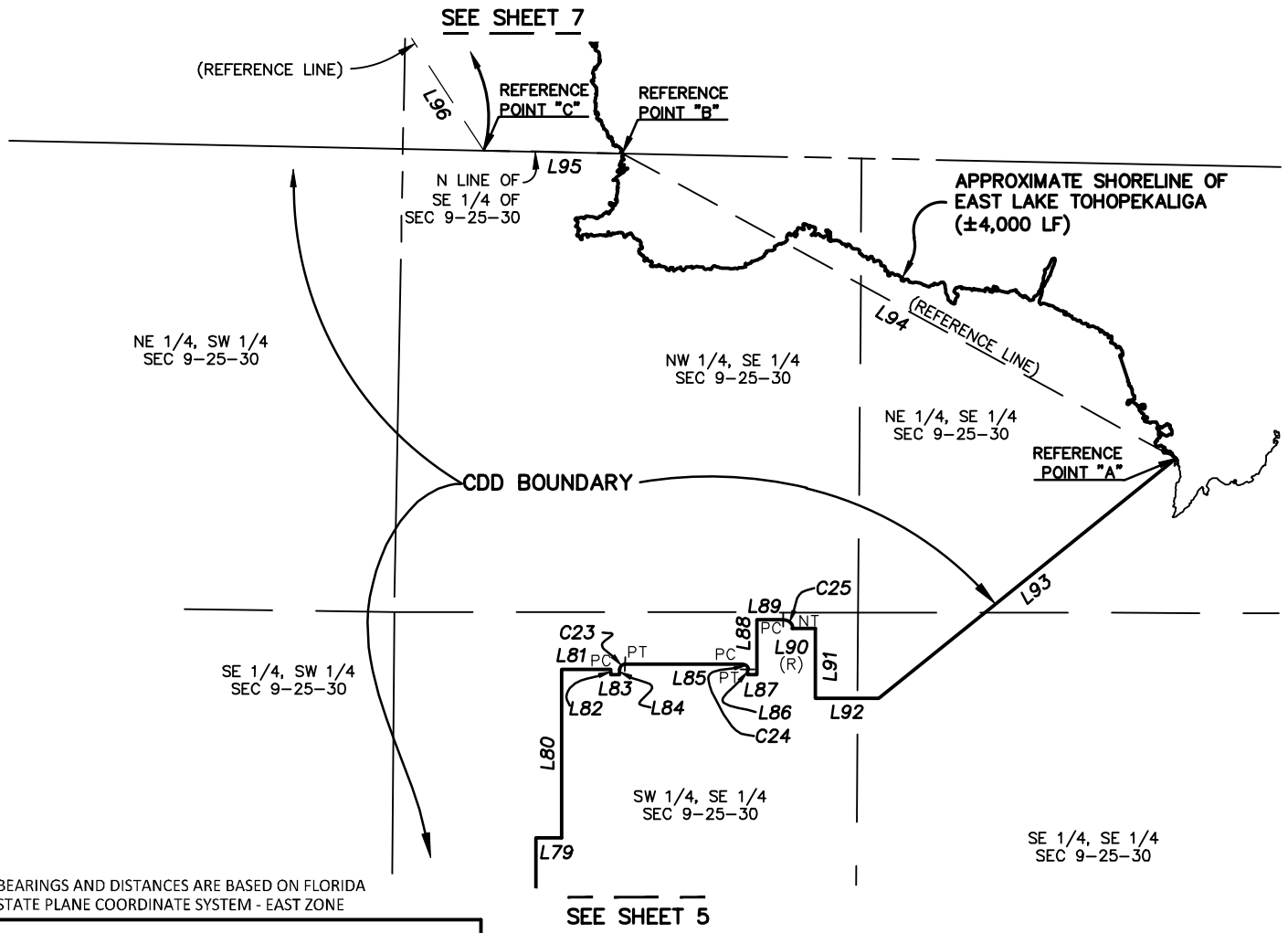
-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 6
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

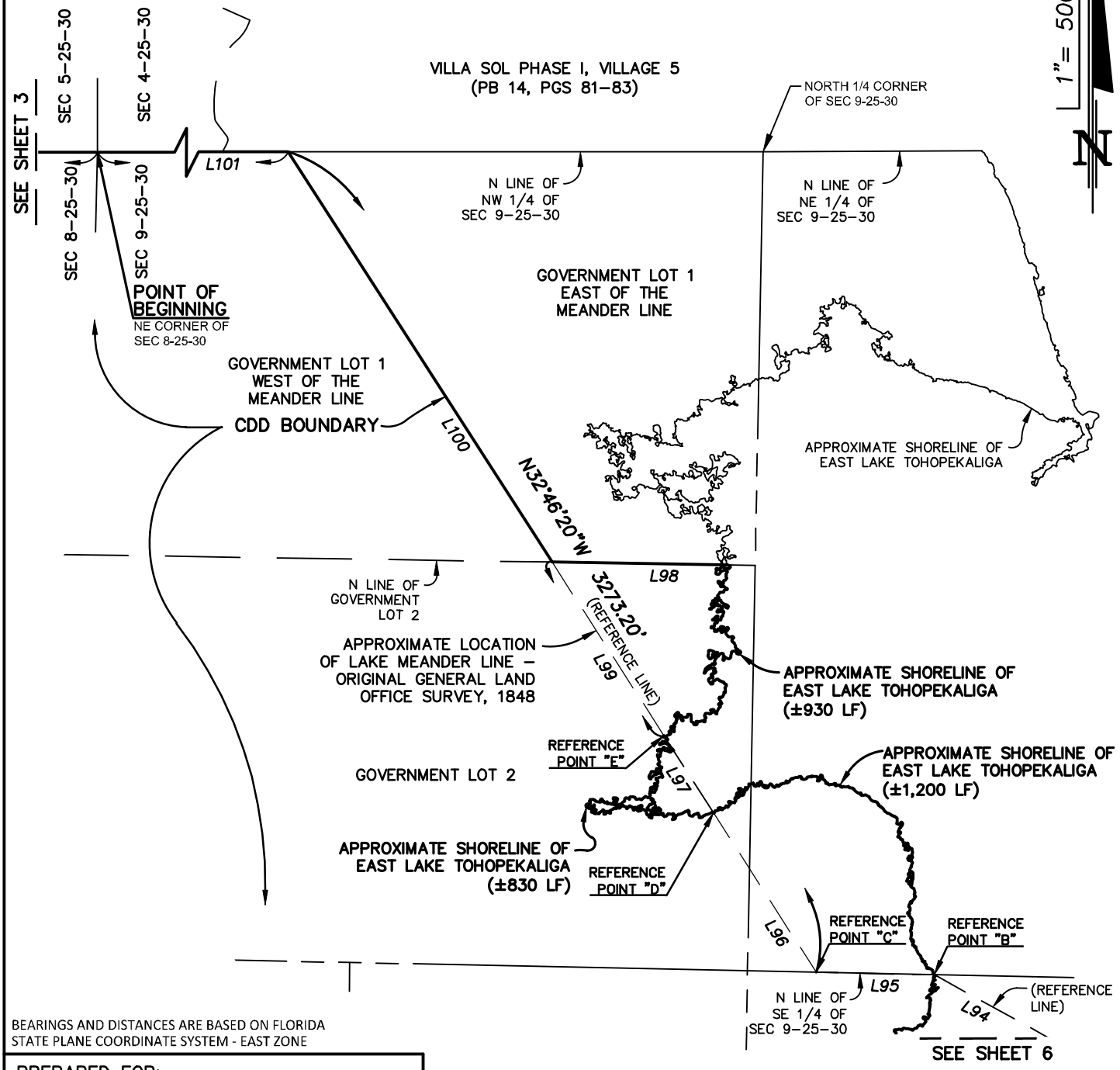
-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 7
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

COMPOSITE EXHIBIT 3

METES AND BOUNDS LEGAL DESCRIPTIONS OF EXPANSION PARCELS

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

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

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 1363.79 feet to the POINT OF BEGINNING; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the Public Records of Osceola County, Florida; thence N89°35'11"W along the South line of the Northwest 1/4 of the aforesaid Section 16, 919.30 feet to the Southeast corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of the Northeast 1/4 of Section 8, Township 25 South, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
N/A	NOT APPLICABLE
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(R)	RADIAL
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE - CDD F1

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:08-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

(CONTINUED FROM SHEET 1)

thence N00°15'05"E along the East line of said Right of Way Deed, 89.61 feet to the North corner of said Right of Way Deed and the point of a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of S27°00'55"W; thence departing said East line, run along the West line of said Right of Way Deed, Southwesterly along the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to a non-tangent line; thence departing said West line, N89°35'11"W along the aforesaid South line of the Northwest 1/4, 1276.75 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence departing said South line, N89°22'23"W along the South line of the Northeast 1/4 of said Section 17, 899.98 feet to the Southeast corner of Tract "A" TIERRA DEL SOL UNIT II - 2nd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence departing said South line, N00°14'56"E along the East line of Tract "A", 975.82 feet; thence departing said East line, S89°22'23"E along the Westerly prolongation of the South line of TIERRA DEL SOL UNIT II - 3rd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records and the South line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 553.25 feet to the Southeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said South line, N00°14'56"E along the East line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 1163.21 feet to the Northeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said East line, N89°11'18"W along the North line of said TIERRA DEL SOL UNIT II - 3rd ADDITION and the North line of TIERRA DEL SOL UNIT II - 1st ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records, 1549.14 feet to the Southeast corner of Lot 6 of said TIERRA DEL SOL UNIT II - 1st ADDITION; thence departing said North line, N00°05'52"W along the East line of said Lot 6, 114.89 feet to the Northeast corner of said Lot 6; thence departing said East line, run along the Southerly boundary of, KENLEIGH OAKS according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records the following three (3) courses and distances: 1) S88°31'30"E, 60.02 feet; 2) S00°05'52"E, 32.98 feet; 3) S88°32'07"E, 1026.80 feet to the Southeast corner of said KENLEIGH OAKS; thence departing said Southerly boundary, S00°15'52"W along the West line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records, 9.50 feet to the Southwest corner of said VEERASAMMY ESTATES; thence departing said West line, S89°11'18"E along the South line of said VEERASAMMY ESTATES, 809.76 feet to the Southeast corner of said VEERASAMMY ESTATES; thence departing said South line, N00°14'56"E along the East line of said VEERASAMMY ESTATES, 432.86 feet to the Northeast corner of said VEERASAMMY ESTATES and the Northwest corner of the aforesaid Section 16; thence departing said East line, N88°31'34"W along the North line of said VEERASAMMY ESTATES, 297.00 feet to the Southeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence departing said North line, N00°29'12"E along the East line of said GREENWOOD ESTATES SUBDIVISION II, 462.00 feet to the Northeast corner of said GREENWOOD ESTATES SUBDIVISION II; thence departing said East line, S88°31'34"E along the South line of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records, 111.50 feet to the Southeast corner of said VALENCIA WOODS; thence departing said South line, N00°29'12"E along the East line of said VALENCIA WOODS, 461.18 feet to the Northeast corner of said VALENCIA WOODS; thence departing said East line, N89°56'36"E, 185.39 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 9; thence N00°28'52"E along said West line, 388.17 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 166.544 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

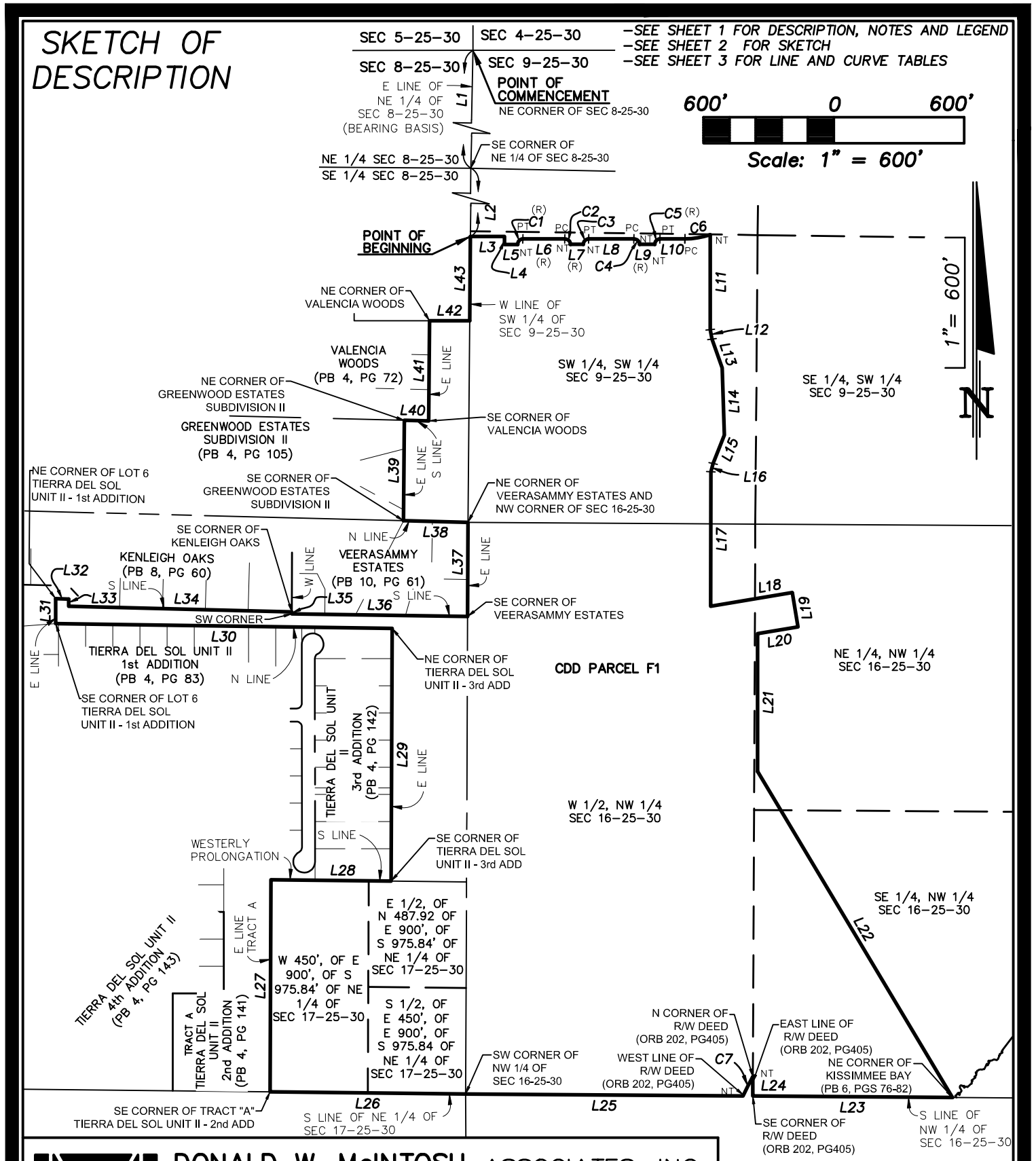
BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH
-SEE SHEET 3 FOR LINE AND CURVE TABLES



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

Printed: Tue 13-May-2025 – 09:14AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S9) Hilliard Isle CDD (F1).dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 6 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	1363.79'
L3	N90°00'00"E	156.45'
L4	S00°00'00"E	36.76'
L5	N90°00'00"E	60.00'
L6	N90°00'00"E	192.50'
L7	N90°00'00"E	60.00'
L8	N90°00'00"E	208.50'
L9	N90°00'00"E	70.00'
L10	N90°00'00"E	114.49'
L11	S00°00'00"E	437.33'
L12	S10°27'30"E	43.89'
L13	S19°33'01"E	141.00'
L14	S01°50'37"E	308.94'
L15	S21°32'43"W	141.00'
L16	S15°20'38"W	38.72'
L17	S00°03'08"W	619.67'
L18	N80°23'14"E	379.52'
L19	S09°36'46"E	160.00'
L20	S80°23'14"W	188.06'
L21	S00°00'00"E	634.21'
L22	S30°52'34"E	1748.28'
L23	N89°35'11"W	919.30'
L24	N00°15'05"E	89.61'
L25	N89°35'11"W	1276.75'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N89°22'23"W	899.98'
L27	N00°14'56"E	975.82'
L28	S89°22'23"E	553.25'
L29	N00°14'56"E	1163.21'
L30	N89°11'18"W	1549.14'
L31	N00°05'52"W	114.89'
L32	S88°31'30"E	60.02'
L33	S00°05'52"E	32.98'
L34	S88°32'07"E	1026.80'
L35	S00°15'52"W	9.50'
L36	S89°11'18"E	809.76'
L37	N00°14'56"E	432.86'
L38	N88°31'34"W	297.00'
L39	N00°29'12"E	462.00'
L40	S88°31'34"E	111.50'
L41	N00°29'12"E	461.18'
L42	N89°56'36"E	185.39'
L43	N00°28'52"E	388.17'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C2	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C3	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C4	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C5	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C6	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C7	1196.22'	4°48'05"	100.24'	S27°00'55"W	100.21'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR SKETCH
–SEE SHEET 3 FOR LINE AND CURVE TABLES

DESCRIPTION:

That part of Section 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4 of Section 16, a distance of 2241.17 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Page 76 of the Official Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along aforesaid South line, S89°35'11"E, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 379.46 feet; thence S43°44'38"W, 326.94 feet to a non–tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of S14°20'30"E, and a chord distance of 33.78 feet; thence Southerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to the point of tangency; thence S28°09'35"W, 80.51 feet; thence S42°50'59"W, 216.41 feet; thence S61°48'44"W, 54.34 feet; thence S71°06'37"W, 69.50 feet; thence S19°38'22"W, 67.17 feet; thence S21°20'32"W, 103.91 feet; thence S44°14'29"W, 119.55 feet; thence S56°00'29"W, 95.36 feet; thence S73°11'56"W, 38.88 feet; thence S85°27'07"W, 67.47 feet; thence N86°06'14"W, 89.73 feet; thence N82°32'42"W, 78.35 feet; thence S58°46'44"W, 19.83 feet; thence S33°13'45"W, 1.79 feet; thence S37°49'57"W, 49.01 feet; thence S54°19'58"E, 177.08 feet; thence S48°15'11"W, 128.20 feet; thence S30°52'34"E, 348.88 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 13 acres more or less and being subject to any rights–of–way, restrictions and easements of record.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 16–25–30	SECTION 16, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°35'11"E along the South line of the Northwest 1/4 of Section 16, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.01 10:23:47-04'00'

JAMES D. LEVINER *April 22, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

Printed: Tue 22–Apr–2025 – 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21–132(S8) Hilliard Isle CDD Parcel 2.dwg
F:\Proj2021\...\Legals\SL17719desc.docx

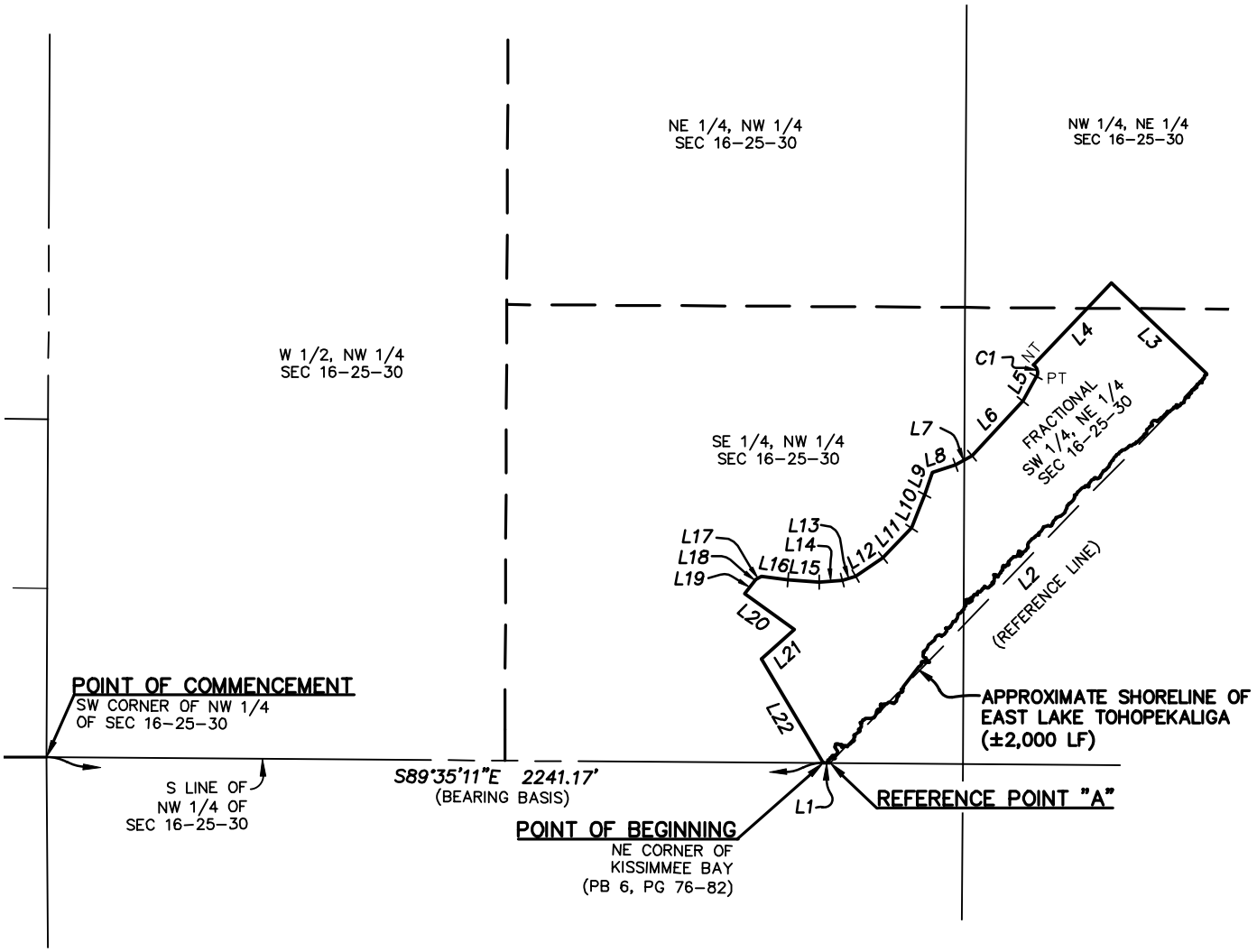
CS# 21–132(S8)

SKETCH OF DESCRIPTION

-SEE SHEET 1 DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 3 FOR LINE AND CURVE TABLES

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 3

1" = 500'

N

Printed: Tue 22-Apr-2025 - 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S8) Hilliard Isle CDD Parcel 2.dwg

CS# 21-132(S8)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°35'11"E	19.10'
L2	N44°04'43"E	1563.92'
L3	N46°29'48"W	379.46'
L4	S43°44'38"W	326.94'
L5	S28°09'35"W	80.51'
L6	S42°50'59"W	216.41'
L7	S61°48'44"W	54.34'
L8	S71°06'37"W	69.50'
L9	S19°38'22"W	67.17'
L10	S21°20'32"W	103.91'
L11	S44°14'29"W	119.55'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L12	S56°00'29"W	95.36'
L13	S73°11'56"W	38.88'
L14	S85°27'07"W	67.47'
L15	N86°06'14"W	89.73'
L16	N82°32'42"W	78.35'
L17	S58°46'44"W	19.83'
L18	S33°13'45"W	1.79'
L19	S37°49'57"W	49.01'
L20	S54°19'58"E	177.08'
L21	S48°15'11"W	128.20'
L22	S30°52'34"E	348.88'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	85°00'11"	37.09'	S14°20'30"E	33.78'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

–SEE SHEETS 2 – 3 FOR SKETCH
–SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

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

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 2680.10 feet to the Southwest corner of said Section 9 and the Northeast corner of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of the Public Records of Osceola County, Florida; thence departing said West line, S89°39'56"E along the South line of the Southwest 1/4 of said Section 9, 2643.99 feet to the Southeast corner of the Southwest 1/4 of said Section 9; thence departing said South line, S89°56'02"E along the South line of the Southeast 1/4 of said Section 9, 280.55 feet to the POINT OF BEGINNING; thence departing said South line, S00°00'00"E, 1116.57 feet; thence S46°29'48"E, 568.33 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northerly along said shoreline, 7250 feet, more or less to a point, lying N25°19'37"E, 3612.67 feet from Reference Point "A"; thence departing said shoreline, S51°10'08"W, 1088.54 feet; thence N90°00'00"W, 179.13 feet; thence N00°00'00"E, 197.79 feet; thence N90°00'00"W, 67.00 feet to a radial curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 35.36 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"W, 75.00 feet; thence S00°00'00"E, 156.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 21.21 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"W, 335.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 21.21 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet; thence N90°00'00"W, 140.00 feet; thence S00°00'00"E, 481.00 feet; thence N90°00'00"W, 73.00 feet; thence S00°00'00"E, 629.00 feet; thence N90°00'00"W, 133.57 feet; thence S00°00'00"E, 46.86 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 61 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of Northeast 1/4 of Section 8-25-30, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
N/A	NOT APPLICABLE
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
(R)	RADIAL

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD F2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:42-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

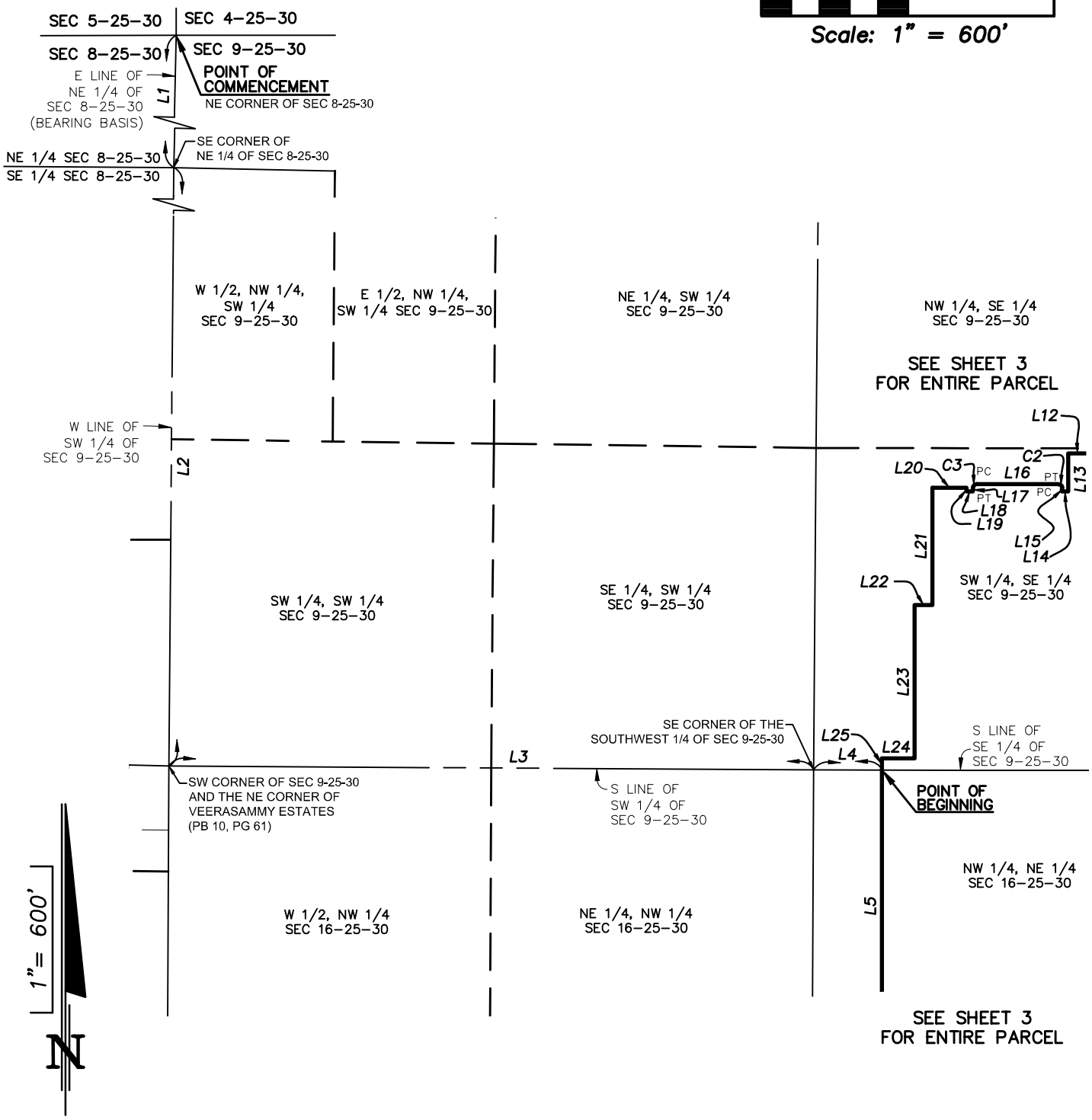
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

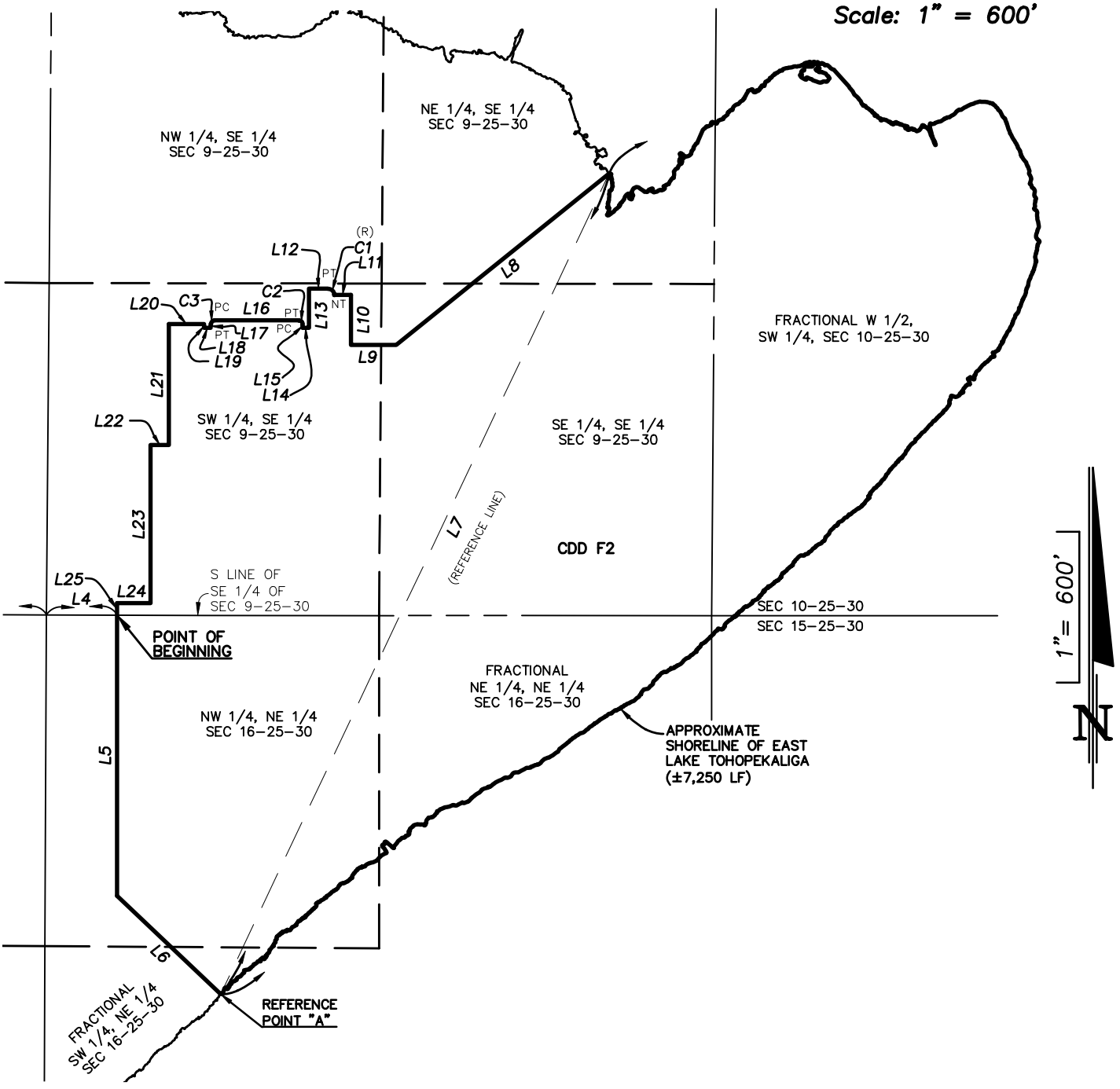
Printed: Tue 13–May–2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21–132(S10) Hilliard Isle CDD (F2).dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21–132(S10) Hilliard Isle CDD (F2).dwg

SKETCH OF DESCRIPTION

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 2 – 3 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	2680.10'
L3	S89°39'56"E	2643.99'
L4	S89°56'02"E	280.55'
L5	S00°00'00"E	1116.57'
L6	S46°29'48"E	568.33'
L7	N25°19'37"E	3612.67'
L8	S51°10'08"W	1088.54'
L9	N90°00'00"W	179.13'
L10	N00°00'00"E	197.79'
L11	N90°00'00"W	67.00'
L12	N90°00'00"W	75.00'
L13	S00°00'00"E	156.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N90°00'00"W	26.00'
L15	N00°00'00"E	15.00'
L16	N90°00'00"W	335.00'
L17	S00°00'00"E	15.00'
L18	N90°00'00"W	26.00'
L19	N00°00'00"E	15.00'
L20	N90°00'00"W	140.00'
L21	S00°00'00"E	481.00'
L22	N90°00'00"W	73.00'
L23	S00°00'00"E	629.00'
L24	N90°00'00"W	133.57'
L25	S00°00'00"E	46.86'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"W	35.36'
C2	15.00'	90°00'00"	23.56'	N45°00'00"W	21.21'
C3	15.00'	90°00'00"	23.56'	S45°00'00"W	21.21'

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21–132(S10) Hilliard Isle CDD (F2).dwg

EXHIBIT 4

CONSENT AND JOINDER OF LANDOWNER

CONSENT AND JOINDER OF LANDOWNER
TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "**Property**").

The undersigned understands and acknowledges that Pulte Home Company, LLC ("**Petitioner**") intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As an owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested, consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[*signatures on following page*]

Executed this 30TH day of JANUARY 2026.

JEN FLORIDA 58 LLC, a Florida limited liability company

By: _____
Its: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 30TH day of JANUARY 2026, by DAN EDWARDS as VICE PRESIDENT of JEN FLORIDA 58 LLC, who is ☑ personally known to me or ☐ produced _____ as identification.

_____
(Official Notary Signature & Seal)

TRINA D. DZIEWIOR
MY COMMISSION # HH 571774
EXPIRES: September 9, 2028

Print Name: Trina D Dziewior
Notary Public, State of FLORIDA

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

DESCRIPTION:

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

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

JAMES D. LEVINER December 17, 2025
Florida Registered Surveyor and Mapper
Certificate No. 6915

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 - 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD BOUNDARY

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Printed: Wed 17-Dec-2025 - 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

F:\Proj2021\...\Legals\SL17947desc.docx

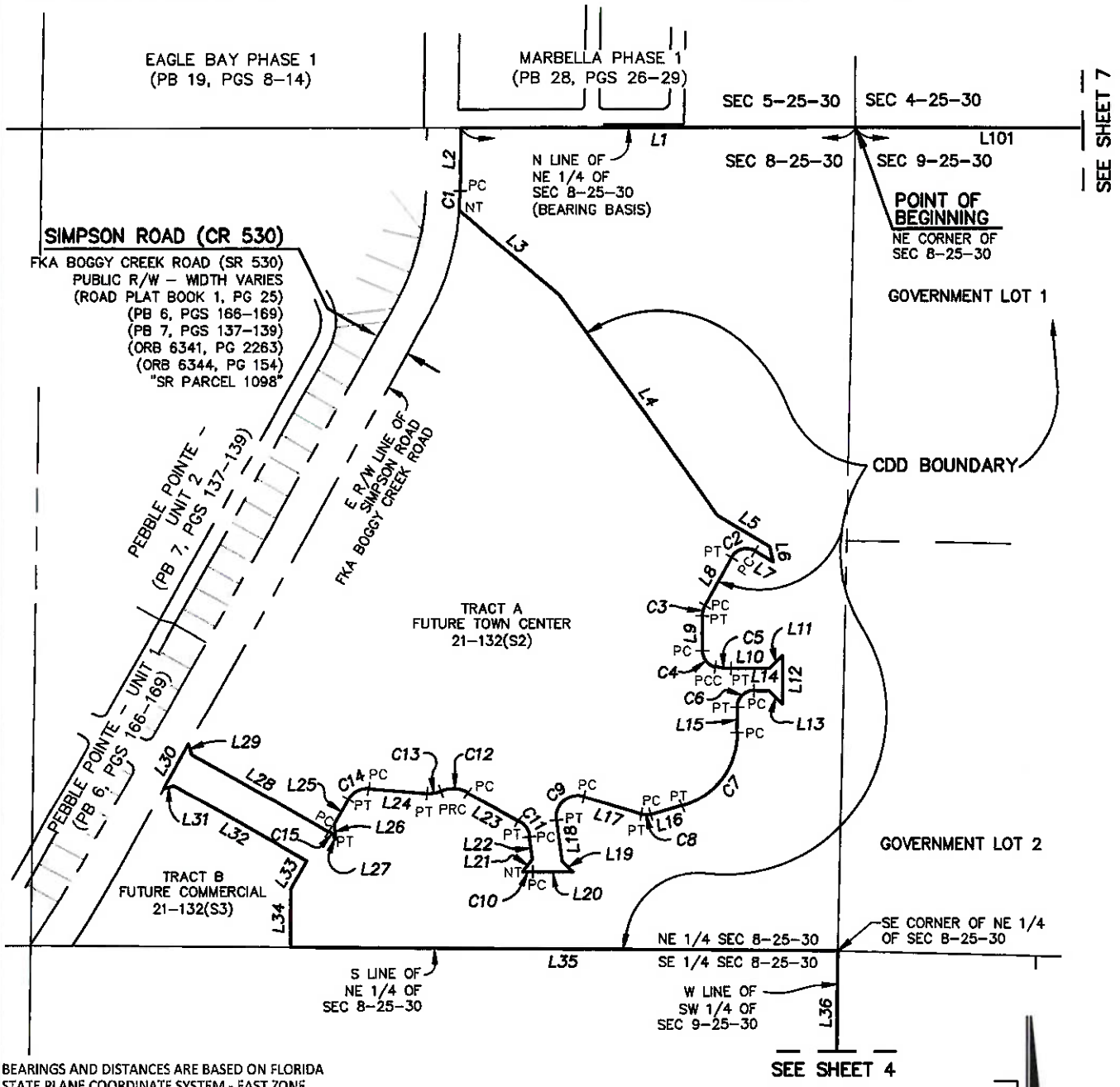
CS# 21-132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

1"= 500'

N

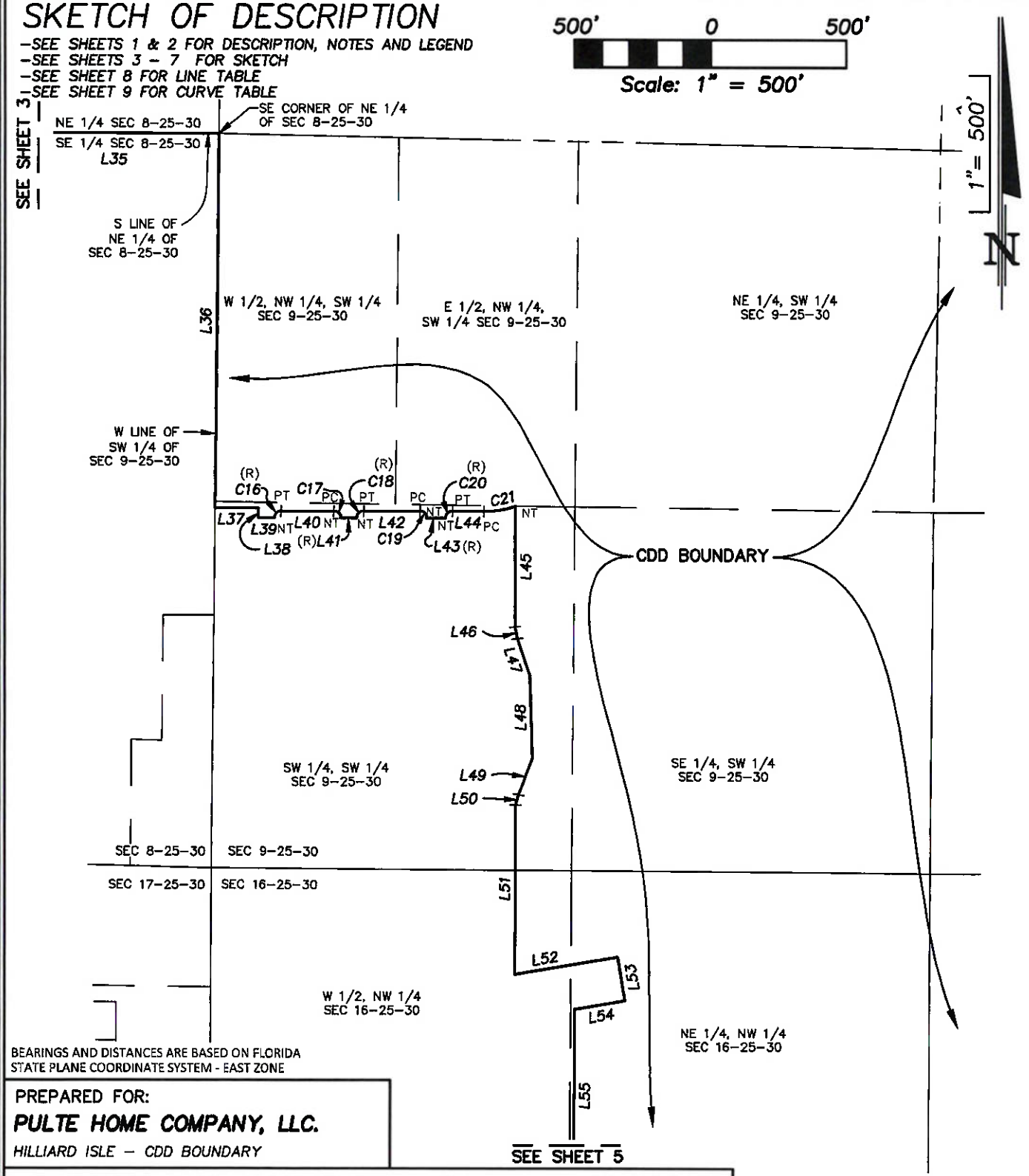
Printed: Wed 17–Dec–2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21–132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21–132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 - 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'
Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

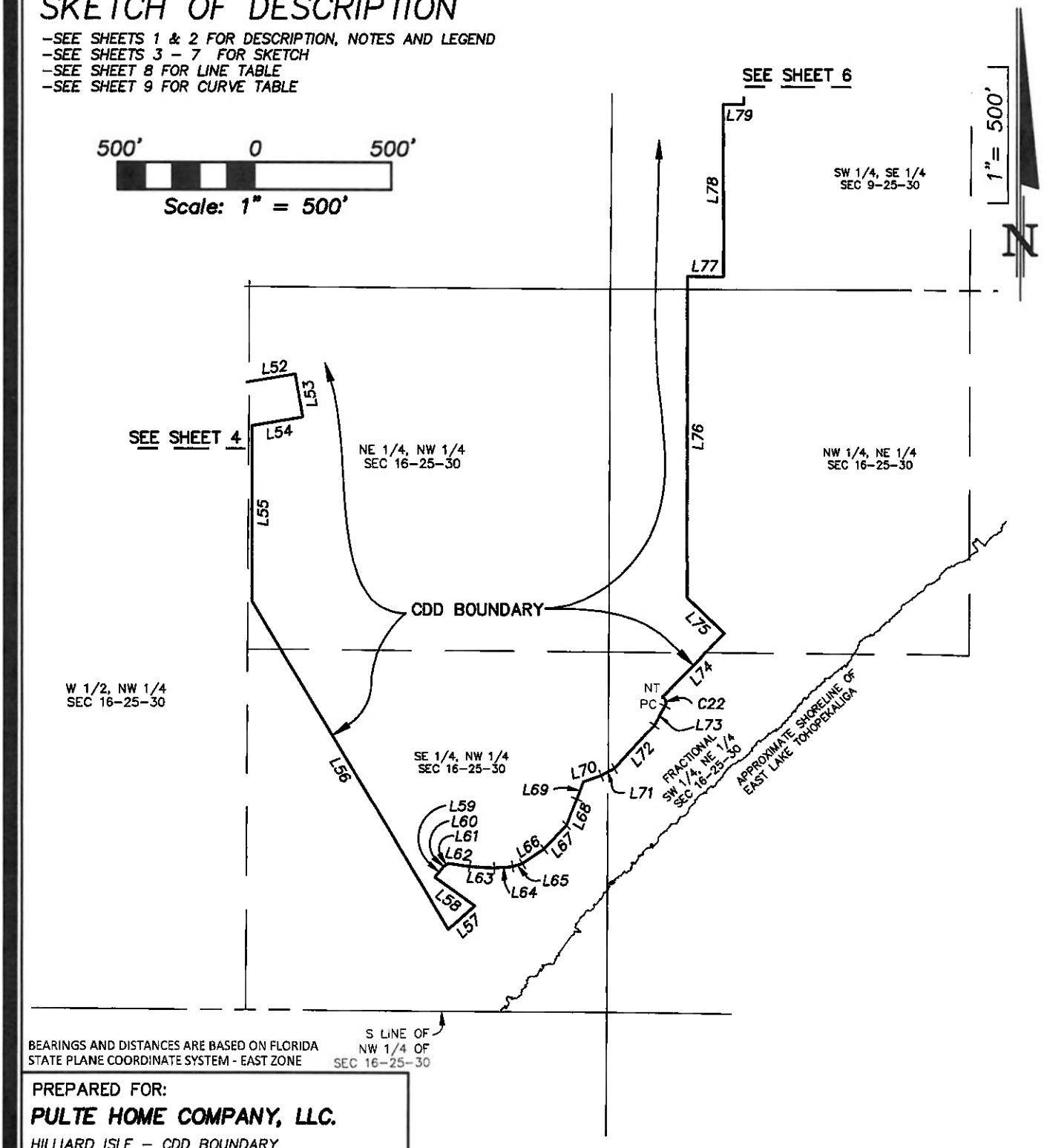
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 - 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 - 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 5
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 - 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

SKETCH OF DESCRIPTION

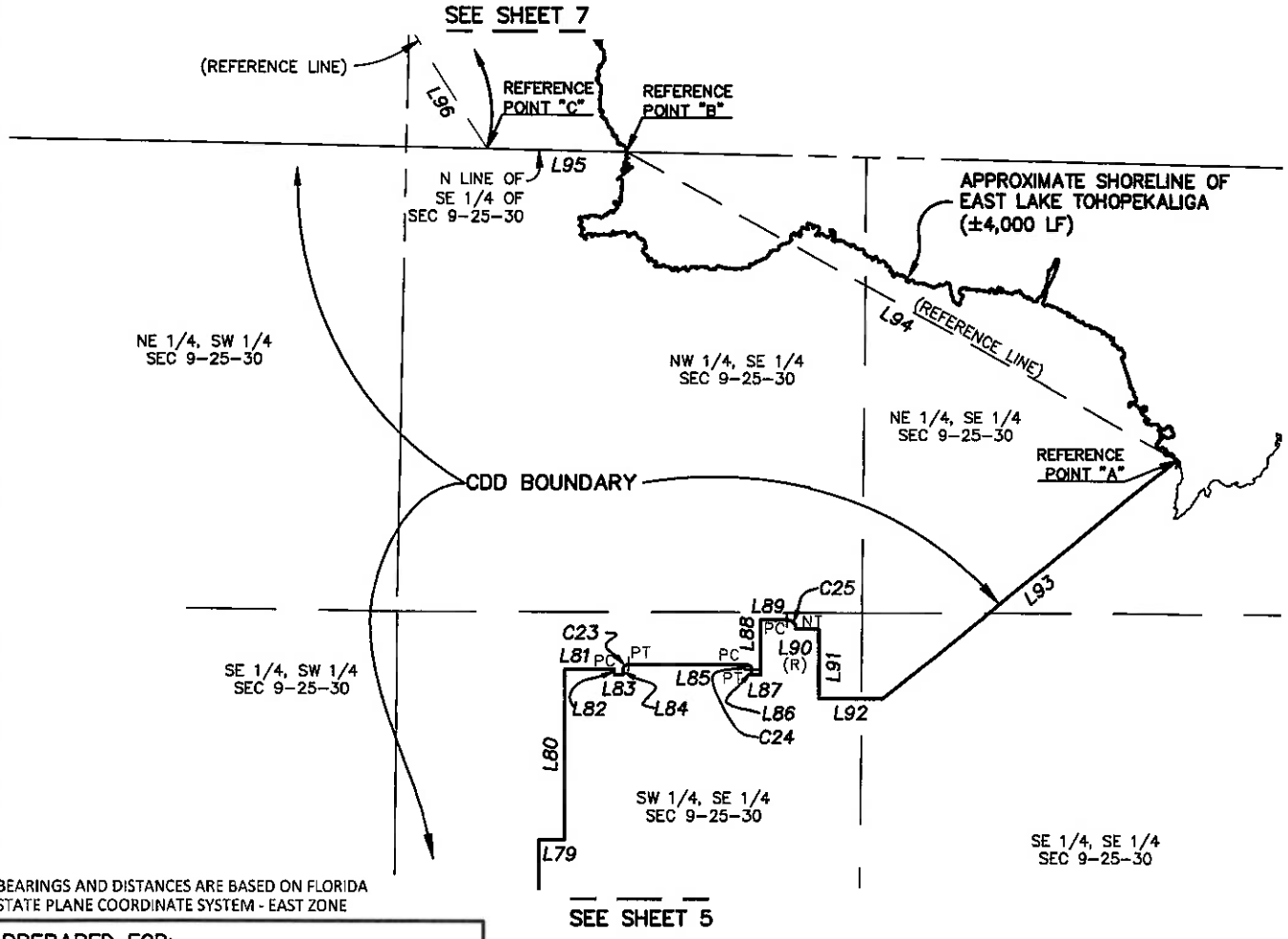
-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 6
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

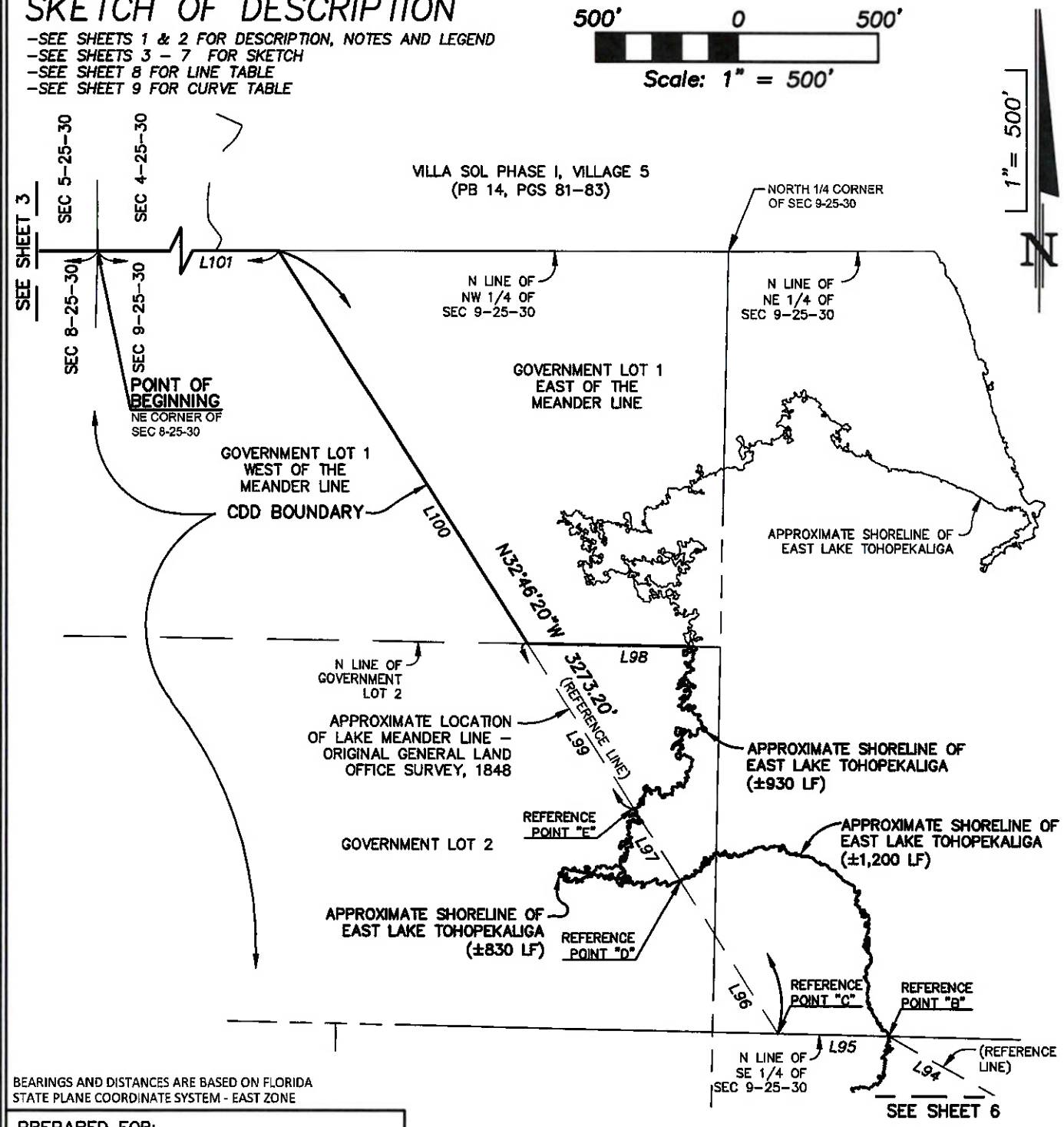
Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'
Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 7
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

CS# 21-132(S7)

This instrument prepared by
and return to:
David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 S. Orange Avenue
Suite 2300
Orlando, Florida 32801
(407) 649-4000

Parcel Identification No: Tax ID No.: 09-25-30-00U0-0010-0000
08-25-30-00U0-0030-0000
08-25-30-00U0-0010-0000
09-25-30-00U0-0020-0000
09-25-30-0000-0060-0000
09-25-30-0000-0030-0000
09-25-30-0000-0040-0000
09-25-30-0000-0050-0000
09-25-30-0000-0080-0000
09-25-30-0000-0090-0000
09-25-30-0000-0085-0000
16-25-30-0000-0026-0000

Consideration: $47,950,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given this 29th day of January, 2026, by **PLAZA LAKES, LLC**, a Florida limited liability company ("Grantor"), whose mailing address is 350 Chardon Avenue, Torre Chardon, Suite 900, San Juan, PR, 00918, to **JEN FLORIDA 58 LLC**, a Florida limited liability company ("Grantee"), whose address is 1750 W. Broadway, Suite 111, Oviedo, FL 32765.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to said Grantor, in hand paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land lying and being in the County of Osceola, State of Florida (the "Property"), more particularly described as follows:

*See **Exhibit "A"** attached hereto and incorporated herein by this reference.*

Without re-imposing the same, this conveyance is subject to the following:

*See **Exhibit "B"** attached hereto and incorporated herein by this reference.*

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 02/03/2026 03:33:58 PM RECEIPT # 3152111
Rec Fees 61.00 DEED DOC 335,650.00 EXTRA NAMES
CFN# 2026014869 BK 6917 PG 875 PAGE 1 OF 7

hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but none other.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the date hereof.

Signed in the presence of:

Print Name: NANCY ZAMBRANA
Address: PO BOX 364249
SAN JUAN, PR 00936-4249

Print Name: NILDA DE SEVILLA
Address: PO BOX 364249
SAN JUAN, PR 00936-4249

GRANTOR:

PLAZA LAKES, LLC,
a Florida limited liability company

By: _____
Print Name: Gilberto E. del Valle
Title: Manager and Treasurer

COMMONWEALTH OF PUERTO RICO

The foregoing instrument was acknowledged before me by means of x physical presence or ___ online notarization, this 28th day of January 2026, by Gilberto E. del Valle, the Manager and Treasurer of Plaza Lakes, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.

(SEAL)

FERNANDO IGNACIO MEDINA CEDEÑO
PUERTO RICO
ABOGADO • NOTARIO

Print Name: FERNANDO IGNACIO MEDINA CEDEÑO
Notary Public, Commonwealth of Puerto Rico
My Commission Expires: Life
Affidavit: 4,231

EXHIBIT "A"

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

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet and a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to a point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of

S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet; thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of the said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1325.46 feet to the Northerly Right-of-way line of Hilliard Isle road, as shown in County Road Map Book 1, Pages 118 through 126 of said Public Records; thence run the following twenty (20) courses along the Northerly, Easterly and Southerly Right-of-way lines of said Hilliard Isle Road: (1) S89°36'56"E, 363.38 feet; (2) N89°48'52"E, 290.22 feet; (3) N82°20'53"E, 85.47 feet; (4) S89°03'14"E, 142.37 feet; (5) N89°50'41"E, 324.99 feet; (6) S89°16'05"E, 603.55 feet; (7) S89°30'27"E, 214.98 feet; (8) S89°19'40"E, 388.97 feet; (9) S89°30'01"E, 360.64 feet; (10) S01°04'09"E, 43.23 feet; (11) N89°24'56"W, 135.91 feet; (12) S84°37'08"W, 226.34 feet; (13) N89°42'34"W, 384.57 feet; (14) N89°24'33"W, 288.14 feet; (15) S86°31'27"W, 36.52 feet; (16) N89°31'43"W, 378.55 feet; (17) N89°50'05"W, 391.79 feet; (18) N00°09'55"E, 21.22 feet; (19) N89°32'08"W, 799.48 feet; (20) S89°33'10"W, 134.70 feet to the aforesaid West line of the Southwest 1/4 of said Section 9; thence, departing aforesaid Right-of-way line of Hilliard Isle Road, S00°28'52"W along said West line, 61.76 feet; thence departing said West line, N90°00'00"E, 1088.97 feet; thence S00°00'00"E, 369.33 feet; thence S10°27'30"E, 46.45 feet; thence S19°33'01"E, 139.86 feet; thence S01°50'37"E, 303.50 feet; thence S21°32'43"W, 138.71 feet; thence S15°20'38"W, 41.49 feet; thence S00°28'29"W, 70.02 feet; thence S00°00'00"E, 569.49 feet; thence N80°23'14"E, 203.35 feet; thence S00°00'00"E, 776.18 feet; thence S89°58'29"E, 30.00 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the aforesaid Public Records; thence S89°35'11"E along the South line of the Northwest 1/4 of the aforesaid Section 16, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 568.33 feet; thence N00°00'00"E, 49.19 feet; thence N90°00'00"E, 217.00 feet; thence N00°00'00"E, 963.23 feet; thence N90°00'00"E, 126.57 feet; thence N00°00'00"E, 479.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 670.22 feet; thence N90°00'00"E, 695.74 feet; thence N51°10'08"E, 1098.33 feet to a point of the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "B"; thence Northwesterly along said shoreline 4000 feet, more or less to a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N60°37'37"W, 1821.17 feet from Reference Point "B"; thence N88°48'03"W along said North line, 396.41 feet to the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848 and Reference Point "C"; thence N32°46'20"W along said meander line, 636.36 feet to the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "D"; thence departing said meander line, run Northerly along said shoreline 950 feet, more or less, to a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said shoreline, N32°46'20"W along said meander line, 2329.15 feet to the North line of the Northwest 1/4 of the aforesaid Section 9 and a point lying N32°46'20"W, 3273.20 feet from aforesaid Reference Point "C"; thence departing said meander line, S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances

are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.

2. Easement recorded January 16, 1978, in Official Records Book 380, Page 465, of the Public Records of Osceola County, Florida.

3. Drainage Easement recorded August 31, 1988 in Official Records Book 889, Page 2111, of the Public Records of Osceola County, Florida.

4. Easement Deed in favor of Kissimmee Utility Authority recorded November 1, 2001 in Official Records Book 1951, Page 1184, of the Public Records of Osceola County, Florida.

5. Easement Deed in favor of Kissimmee Utility Authority recorded November 1, 2001 in Official Records 1951, Page 1190, of the Public Records of Osceola County, Florida.

6. Ordinance No. 2419 of the City of Kissimmee recorded March 15, 2002 in Official records Book 2018, Page 553, of the Public Records of Osceola County, Florida.

7. Ordinance No. 2602 of the City of Kissimmee recorded August 4, 2006 in Official Records Book 3237, Page 2225, of the Public Records of Osceola County, Florida.

8. Perpetual non-exclusive utility easement agreement recorded October 16, 2018 in Official Records Book 5418, Page 631, of the Public Records of Osceola County, Florida.

9. Ordinance No. 3091 recorded January 17, 2024 in Official Records Book 6534, Page 2769, of the Public Records of Osceola County, Florida.

10. Easements as set forth in Orders of Taking recorded January 9, 2023 in Official Records Book 6431, Page 2263 and recorded January 12, 2023 in Official Records Book 6344, Page 154, all of the Public Records of Osceola County, Florida.

11. Agreement recorded December 17, 2025 in Official Records Book 6895, Page 1664, of the Public Records of Osceola County, Florida.

12. Right of First Refusal Agreement recorded December 17, 2025 in Official Records Book 6894, Page 2626, of the Public Records of Osceola County, Florida.

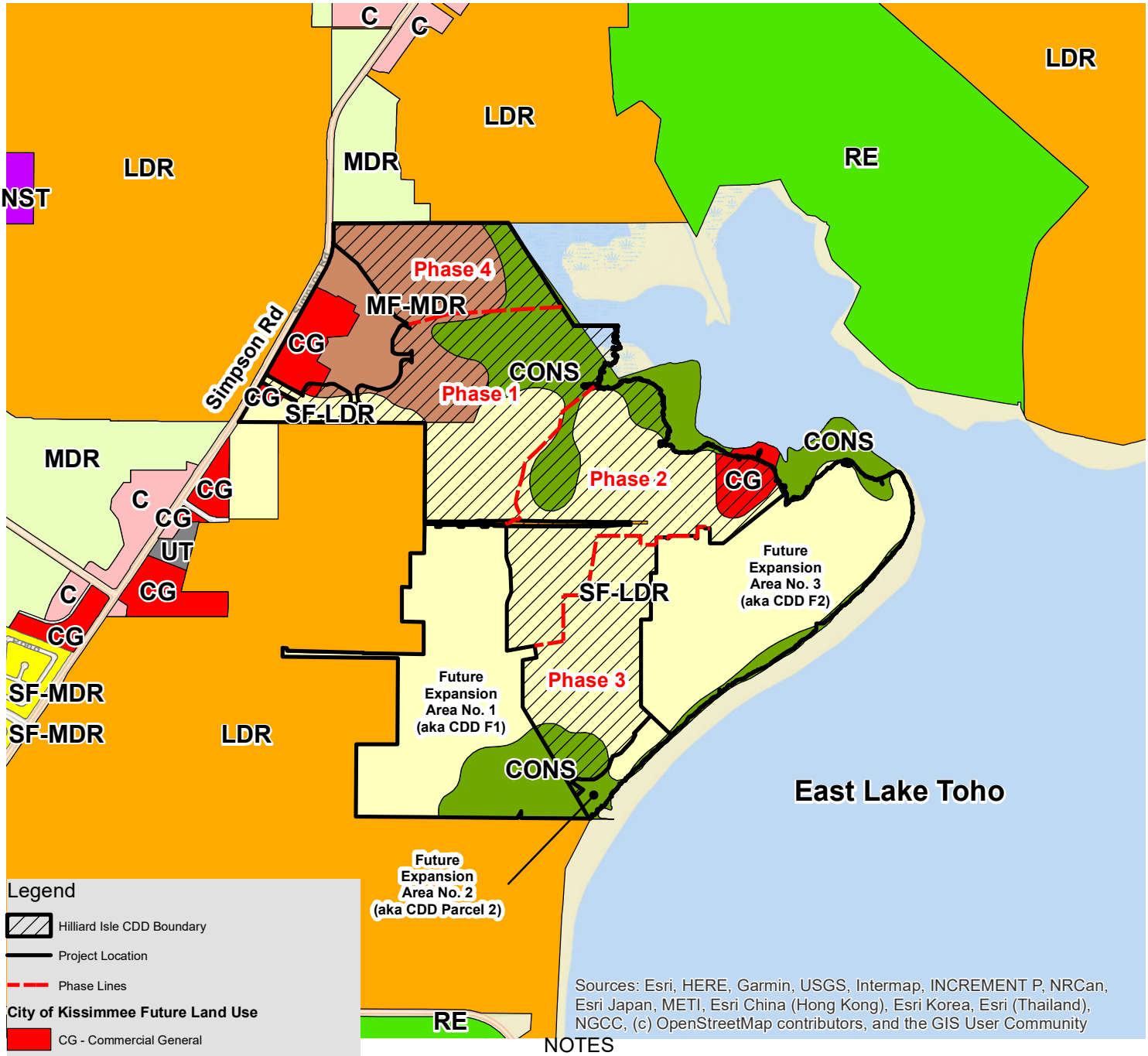
EXHIBIT 5
FUTURE LAND USE MAP

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 2,000 '



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines

City of Kissimmee Future Land Use

- CG - Commercial General
- CONS - Conservation
- MF-MDR - Multiple Family Medium Density Residential
- SF-LDR - Single Family Low Density Residential
- SF-MDR - Single Family Medium Density Residential
- UT - Utilities

Osceola County Future Land Use

- C - Commercial
- INST - Iinstitutional
- LDR - Low Density Residential
- MDR - Medium Density Residential
- RE - Rural Enclave

NOTES

1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.
3) Future Land Use information was obtained from the City of Kissimmee (10/06/25) and Osceola County (10/06/25) respectively.

Future Land Use Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.2 Future Land Use Map 04-15-26.mxd

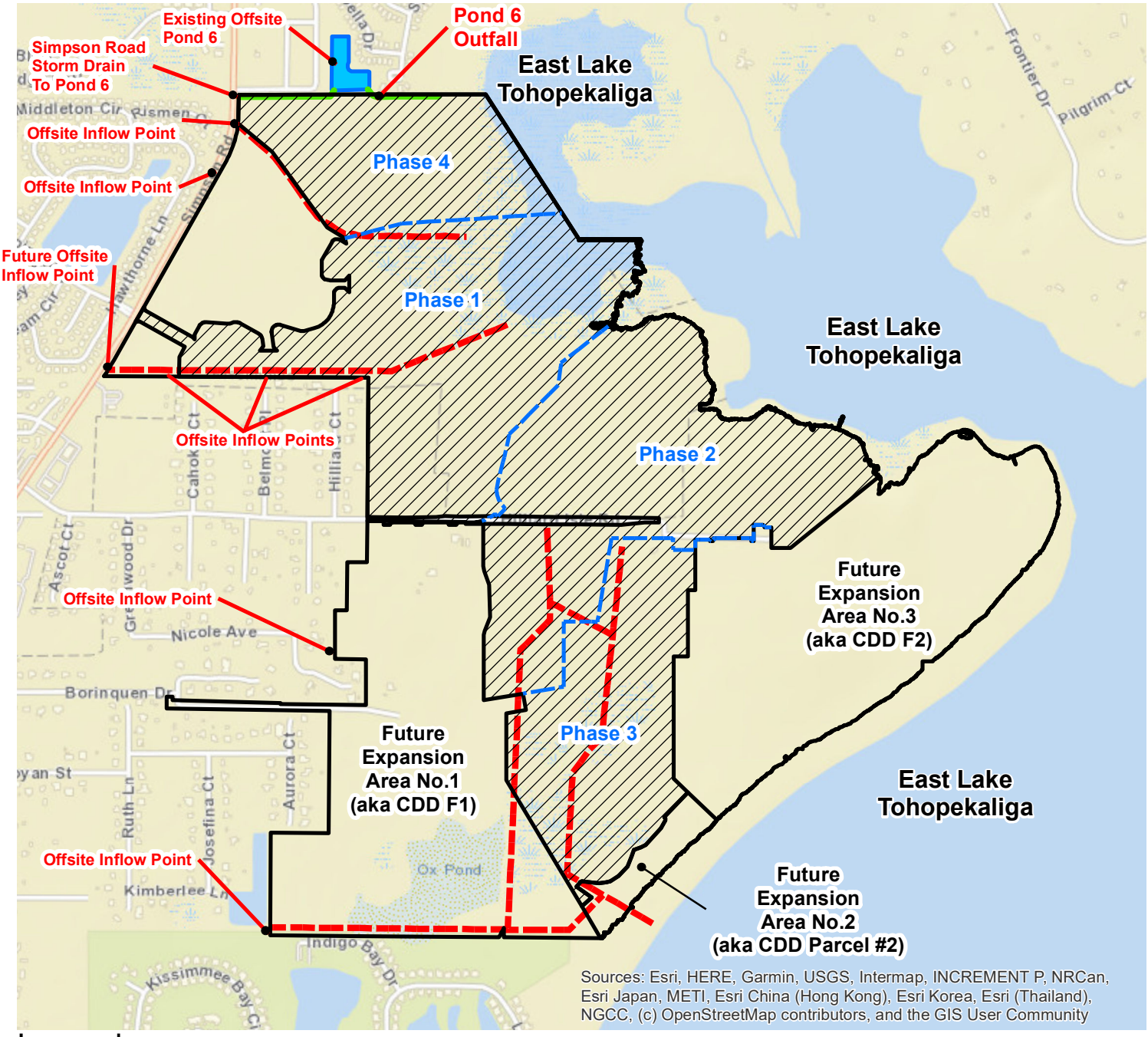
COMPOSITE EXHIBIT 6
EXISTING AND PROPOSED UTILITIES MAPS

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 1,400 '



Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines
- Existing Ditch
- Existing Culvert

NOTES
1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

Drainage Map

McIntosh Associates an LJA company

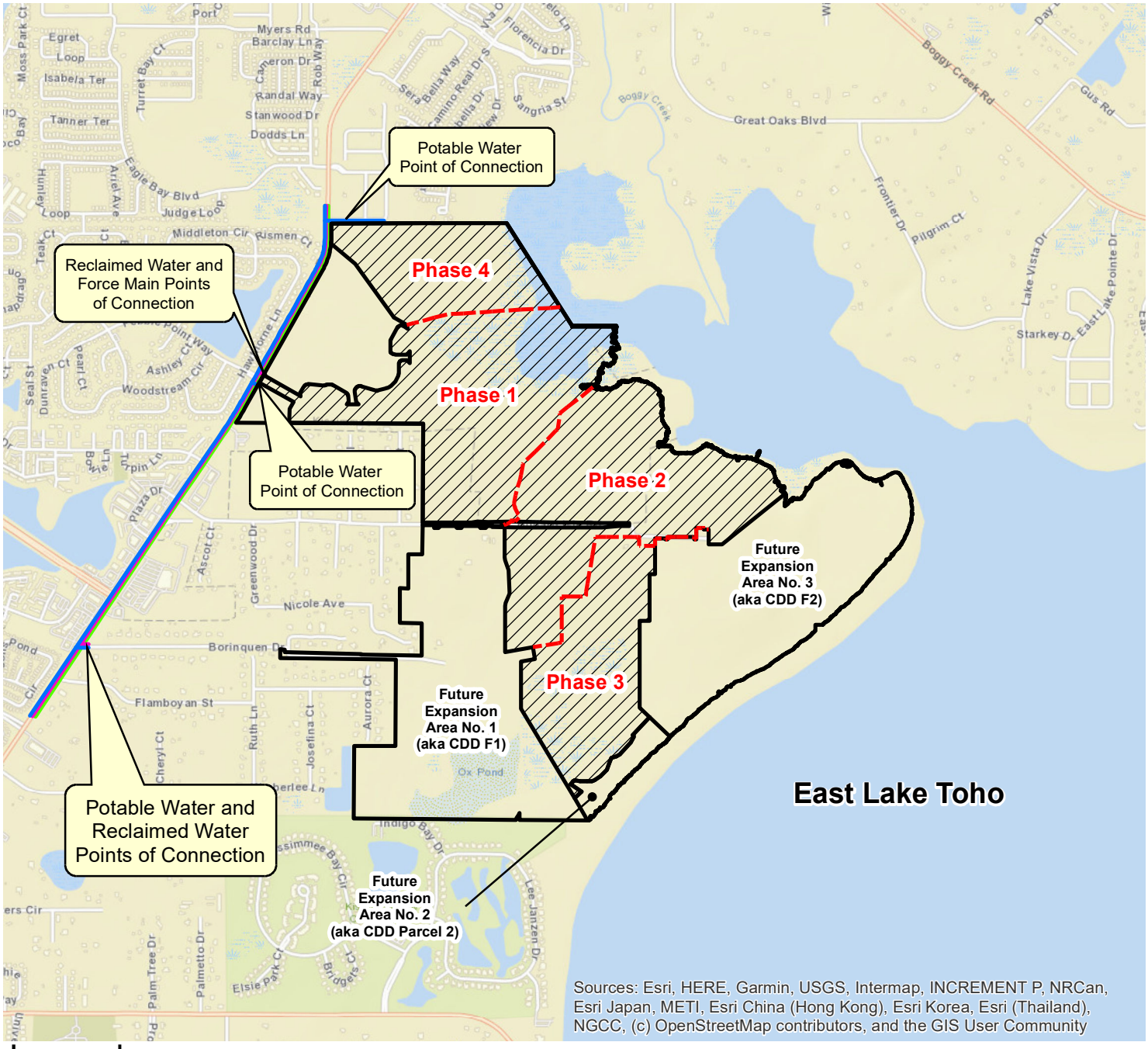
F:\Proj2021\21667\Gis\CDD Exhibits\A.4 Drainage Map 04-15-26.mxd

Hilliard Isle CDD

Sections 8,9,10,16 & 17, Township 25 S, Range 30 E
City of Kissimmee, Florida

N

1 " = 2,000 '



Legend

- Hilliard Isle CDD Boundary
- Project Location
- Phase Lines
- Existing Potable Water
- Existing Reclaimed Water
- Existing Force Main

NOTES
1) This is not survey.
2) This map is for planning and permitting activities for the above named project and should be used for those purposes only.

Utilities Map

McIntosh Associates an LJA company

F:\Proj2021\21667\Gis\CDD Exhibits\A.3 Utilities Map 04-15-26.mxd

COMPOSITE EXHIBIT 7
LIST OF FACILITIES, O&M RESPONSIBILITY AND ESTIMATED COSTS

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
PROPOSED COST ESTIMATES

PHASES 1-4

Component	Capital Improvements Estimated Cost
Roadway Construction (Onsite)	$2,744,000.00
Roadway Construction (Alleys)	$704,000.00
Roadway Construction (Offsite)	$786,000.00
Utiliites Construction (Onsite)	$12,938,000.00
Utiliites Construction (Offsite)	$603,000.00
Bridges / Waterway Crossing Construction	$2,242,000.00
Stormwater Construction	$14,665,000.00
Landscape and Irrigation	$12,582,000.00
Soft Costs	$7,089,000.00
Subtotal =	$54,353,000.00
Project Contingency =	$9,454,000.00
TOTAL =	**$63,807,000.00**

FUTURE DEVELOPMENT PHASES 5-8

Component	Capital Improvements Estimated Cost
Roadway Construction (Onsite)	$2,215,000.00
Roadway Construction (Alleys)	$644,000.00
Roadway Construction (Offsite)	$0.00
Utiliites Construction (Onsite)	$9,119,000.00
Utiliites Construction (Offsite)	$156,000.00
Bridges / Waterway Crossing Construction	$0.00
Stormwater Construction	$11,996,000.00
Landscape and Irrigation	$11,270,000.00
Soft Costs	$5,310,000.00
Subtotal =	$40,710,000.00
Project Contingency =	$7,080,000.00
TOTAL =	**$47,790,000.00**
GRAND TOTAL =	**$111,597,000.00**

EXHIBIT 6
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE OWNERSHIP & MAINTENANCE

Facility	Funded	Maintained	Ownership
Roads (Onsite)[1]	CDD	CITY/CDD	CITY/CDD
Roads (Alleys)	CDD	CDD	CDD
Roads (Offsite)[2]	CDD	COUNTY	COUNTY
Utilities (Onsite)	CDD	TOHO	TOHO
Utilities (Offsite)[3]	CDD	TOHO	TOHO
Bridges / Waterway Crossing Construction[4]	CDD	COUNTY	COUNTY
Stormwater Management	CDD	CDD	CDD
Landscaping & Irrigation	CDD	CDD	CDD

1) Except for tracts designated by the City as right-of-way (private), the City will own and maintain all tracts designated as right-of-way (public) within the District boundaries. The District will own and maintain all tracts designated as right-of-way (private) and such tracts will be public roadways and open to the public

2) Simpson Road turn lanes at main entrance (Sagewood Blvd.)

3) Water Main and Reclaim Main constructed within Borinquen Dr (County) Right-of-Way, from Simpson Rd to District.

4) Ditch and box culvert along south side of Sagewood Blvd (project entrance)

EXHIBIT 8
STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form the **Hilliard Isle Community Development District** (the "District"). The proposed District comprises approximately 451 acres of land and may, by future boundary amendment, contain an additional 240.544 acres of land, all located within the City of Kissimmee, Florida (hereafter "City"). The project is planned for approximately 989 residential units, and may, by future boundary amendment, contain an additional 1,027 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Hilliard Isle Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will initially encompass approximately 451 acres and an additional 240.544 acres in a future expansion parcels.

The development plan for the proposed lands within the District includes approximately 989 residential units (phases 1-4) in the initial boundaries of the District and 1,027 residential units (phases 5-8) in the future expansion parcels. Such uses are authorized for inclusion within the District. A community development district ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." *See* Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Hilliard Isle. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to

[1] For the purposes of this SERC, the term "agency" means City of Kissimmee and the term "rule" means the ordinance(s) which the City of Kissimmee will enact in connection with the creation of the District.

comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Hilliard Isle Community Development District is a community that is proposed to include approximately 989 residential units in the initial District and 1,027 units within the future expansion parcels. Formation and expansion of the District would put all these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the developer and any other landowner will also be under the jurisdiction of the District. Such owners purchase property within the District willingly and with knowledge and advance notice they are subject to the District's jurisdiction, including notice recorded in the public records, in title and through purchase and sale agreements.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The proposed District will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the Florida Department of Economic Opportunity, which offsets such costs.

City of Kissimmee

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the City charges the petitioner a filing fee to cover the cost of staff review of the petition.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide

to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1.
Hilliard Isle CDD Proposed Facilities and Services

District Infrastructure	Finance*	Ownership	O&M
Onsite Roads**	CDD	City/CDD	City/CDD
Offsite Roads	CDD	County	County
Alleys	CDD	CDD	CDD
Onsite and Offsite Utilities	CDD	Toho	Toho
Bridges/Waterway Crossings	CDD	County	County
Stormwater Management	CDD	CDD	CDD
Landscape and Hardscape	CDD	CDD	CDD

CDD=Hilliard Isle; County=Osceola; and Toho=Toho Water Authority

*Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the capital facilities in Table 1 will be financed by the District.

**Except for tracts designated by the City as right-of-way (private), the City will own and maintain all tracts designated as right-of-way (public) within the District boundaries. The District will own and maintain all tracts designated as right-of-way (private) and such tracts will be public roadways and open to the public.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities for the initial proposed District are estimated to be approximately $63,807,000 and for the future expansion parcels an estimated $47,790,000, for a total of $111,597,000. The District may issue special assessment bonds or other revenue bonds to fund the construction and/or acquisition of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

Table 2. Cost Estimate for District Facilities

Infrastructure	Initial District	Future Expansion Parcel
Onsite Roads	2,744,000	$2,215,000
Offsite Roads	786,000	0
Alleys	704,000	644,000
Onsite and Offsite Utilities	13,541,000	9,275,000
Bridges/Waterway Crossings	2,242,000	0
Stormwater Management	14,665,000	11,996,000
Landscape and Hardscape	12,582,000	11,270,000
Soft Costs	7,089,000	5,310,000
Contingency	9,454,000	7,080,000
Total	$63,807,000	$47,790,000

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, the proposed District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, the proposed District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type,

quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the proposed District has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

Lastly, based upon Chapter 2025-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs relative to the proposed District:

1. Filing Fee – *up to $15,000 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of $175 to the State per provisions of Section 189.018, Florida Statutes.*
2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed $500,000 annually that will be fully funded by the property owners of the District.*
6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed $50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual $175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed $25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed $100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed $10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than $5,000 annually and will be fully funded by the property owners of the District*.
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed $10,000 annually and will be fully funded by the property owners of the District.*

Property insurance may also be required and is not reflected in the above estimate.

15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of the District.*
16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor' office or by any other interested person, business organization, or business representative – *None.*

If applicable, the market impacts likely to result from compliance with the district establishment, including

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than $150,000 and fully funded by the property owners of the District.*

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Kissimmee has an estimated population of more than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a "small city" according to Section 120.52(18), *Florida Statutes*.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
January 8, 2026
Revised April 8, 2026 and April 20, 2026

EXHIBIT 9
AUTHORIZATION OF AGENT

AUTHORIZATION OF AGENTS

This letter shall serve as a designation of Ryan J. Dugan of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32312, to act as agent for Pulte Home Company, LLC, a Michigan limited liability company, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Kissimmee, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

Print Name: Hannah Rose

Print Name: EUGENIA RIOS-DEVA

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: SEAN BAILEY
Its: DIRECTOR - LAND DEVELOPMENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January 2026, by Sean Bailey, as Director of Land, of Pulte Home Company, LLC, a Michigan limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

Name: Lia Diaz
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LIA Y. DIAZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-8-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 626881

EXHIBIT 10
PROPOSED ESTABLISHMENT ORDINANCE

PROPOSED ORDINANCE NO. 26-15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company, has petitioned the City Commission ("Commission") of Kissimmee, Florida, a political subdivision of the State of Florida, to establish the HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT ("District"); and

WHEREAS, the Commission, after proper published notice has conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e) Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

1. The petition is complete and meets the requirements of Section 190.005, Florida Statutes, and all statements contained within the petition are true and correct.

2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Kissimmee, known as the City of Kissimmee 2040 Comprehensive Plan, or the State Comprehensive Plan.

3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. The area that will be served by the District is amenable to separate special-district

government.

WHEREAS, it is the policy of the State of Florida, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes, and that the district so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

BE IT ORDAINED BY THE CITY COMMISSION OF KISSIMMEE, FLORIDA:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing municipal ordinances.

SECTION TWO: ESTABLISHMENT OF THE DISTRICT

The District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION THREE: SUFFICIENTLY CONTIGUOUS LANDS

The petition identified sufficiently contiguous lands located outside of the initial boundaries of the District, which are described in Exhibit B hereto ("Future Expansion Parcels"). Pursuant to Section 190.046(1)(h) Florida Statutes, within ten (10) years of the effective date of

this ordinance, the District may petition the City for an amendment to expand the boundaries of the District to include the Future Expansion Parcels.

SECTION FOUR: DESIGNATION OF INITIAL BOARD OF SUPERVISORS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District:

1. Sean Bailey
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

2. Mary Burns
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

3. Dan Edwards
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

4. Serena Turke
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

5. Richard Jerman
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

SECTION FIVE: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Hilliard Isle Community Development District."

SECTION SIX: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

SECTION SEVEN: CONSENT TO SPECIAL POWERS

Upon the effective date of this Ordinance, the District will be duly and legally authorized to exist and exercise all of its powers as set forth in Chapter 190, Florida Statutes, and as otherwise provided by law.

The Commission hereby consents to the exercise by the District of special powers set forth in Section 190.012(2)(a) and 190.012(2)(d), Florida Statutes, to plan, establish, acquire, construct

or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as well as facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

SECTION EIGHT: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of Kissimmee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION NINE: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Kissimmee, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

SECTION TEN: EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

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

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Exhibit A
Legal Description of Boundaries of District

SKETCH OF DESCRIPTION

DESCRIPTION:

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Reason: I am approving this document
Date: 2025.12.17 13:43:09-05'00'

JAMES D. LEVINER *December 17, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL	CHECKED BY: JDL	JOB NO. 24596.001	SCALE N/A	SHEET 1 OF 9
DATE: 04/2025				

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 3 – 7 FOR SKETCH
–SEE SHEET 8 FOR LINE TABLE
–SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

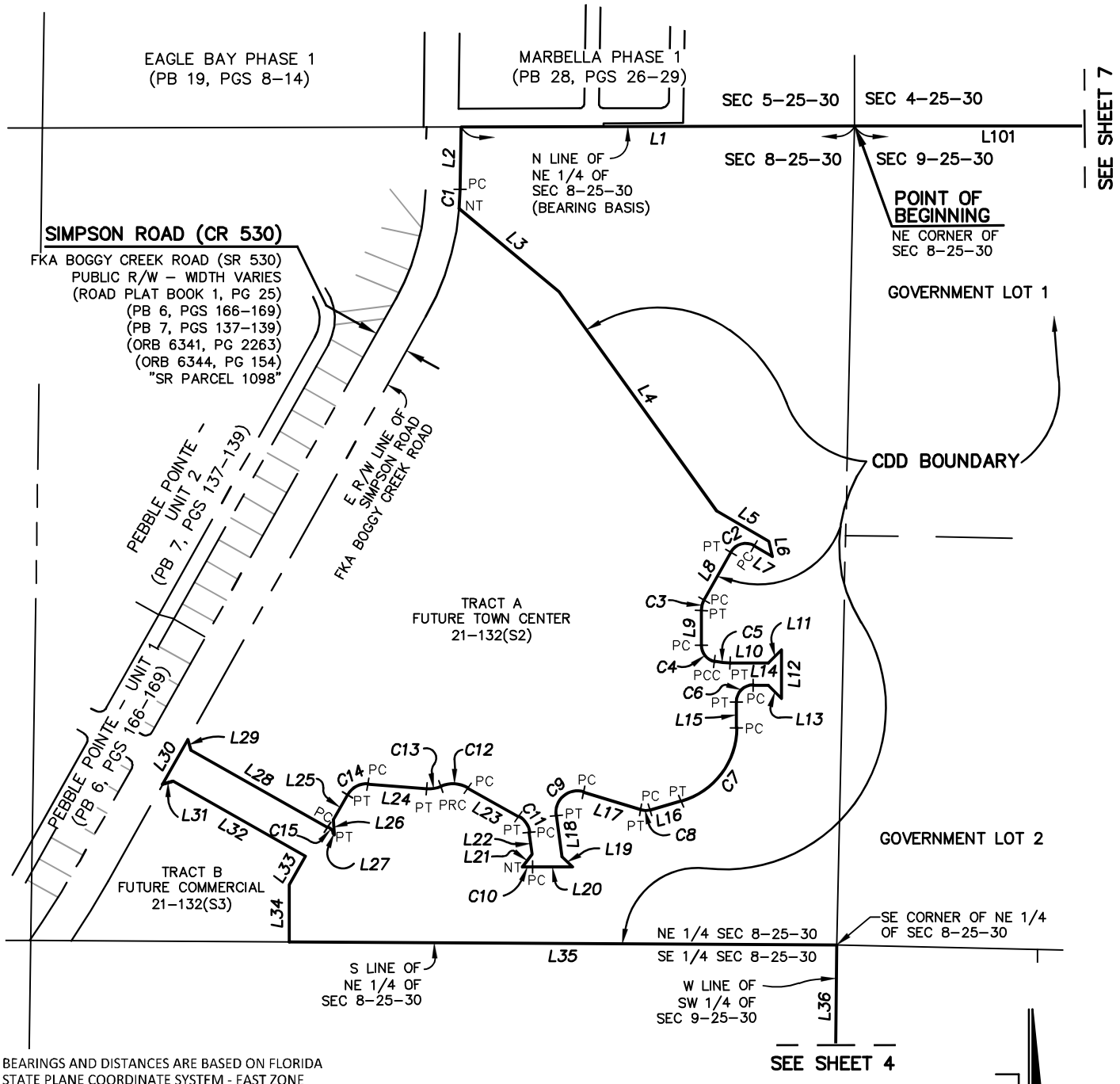
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

1"= 500'

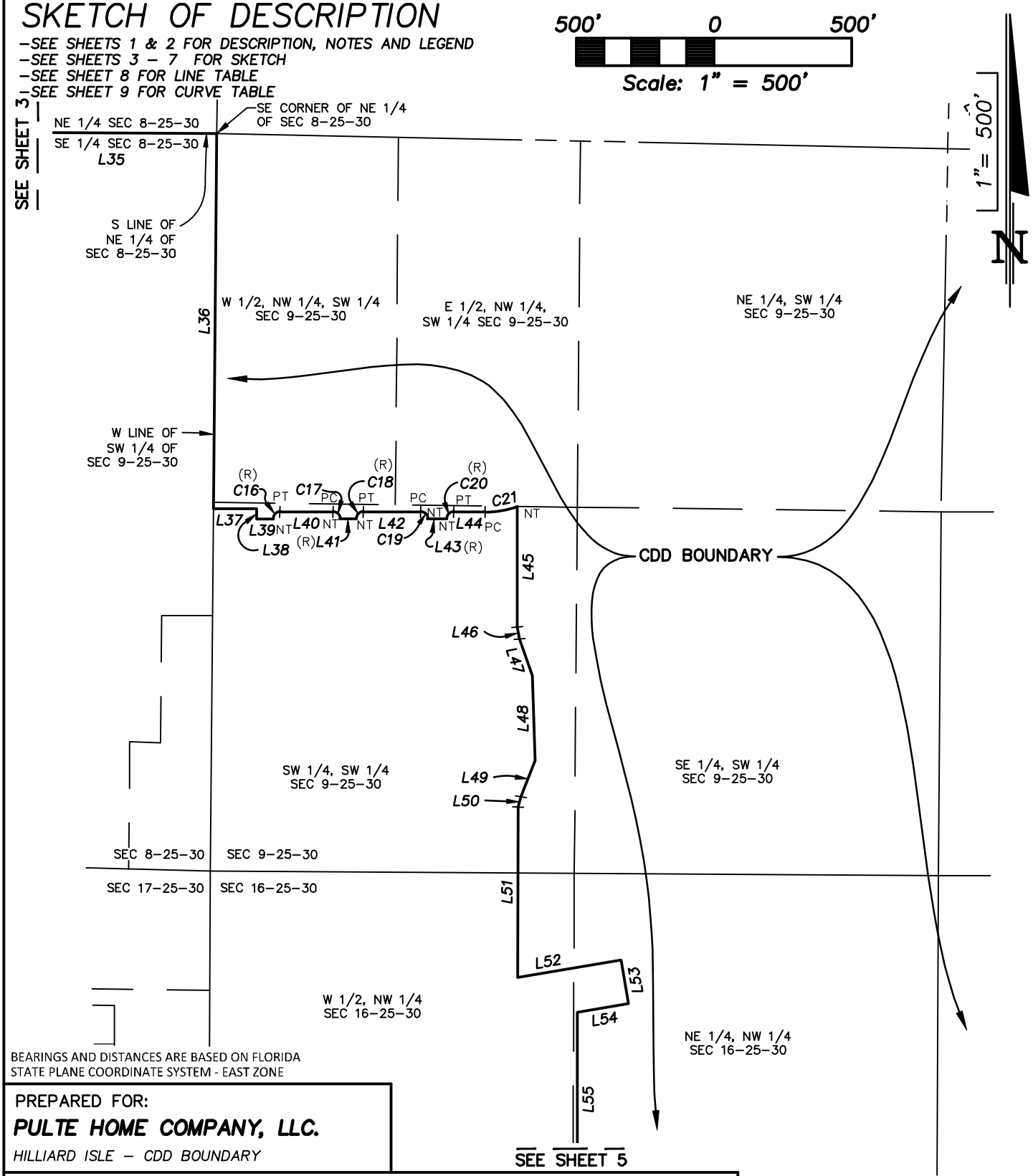
N

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

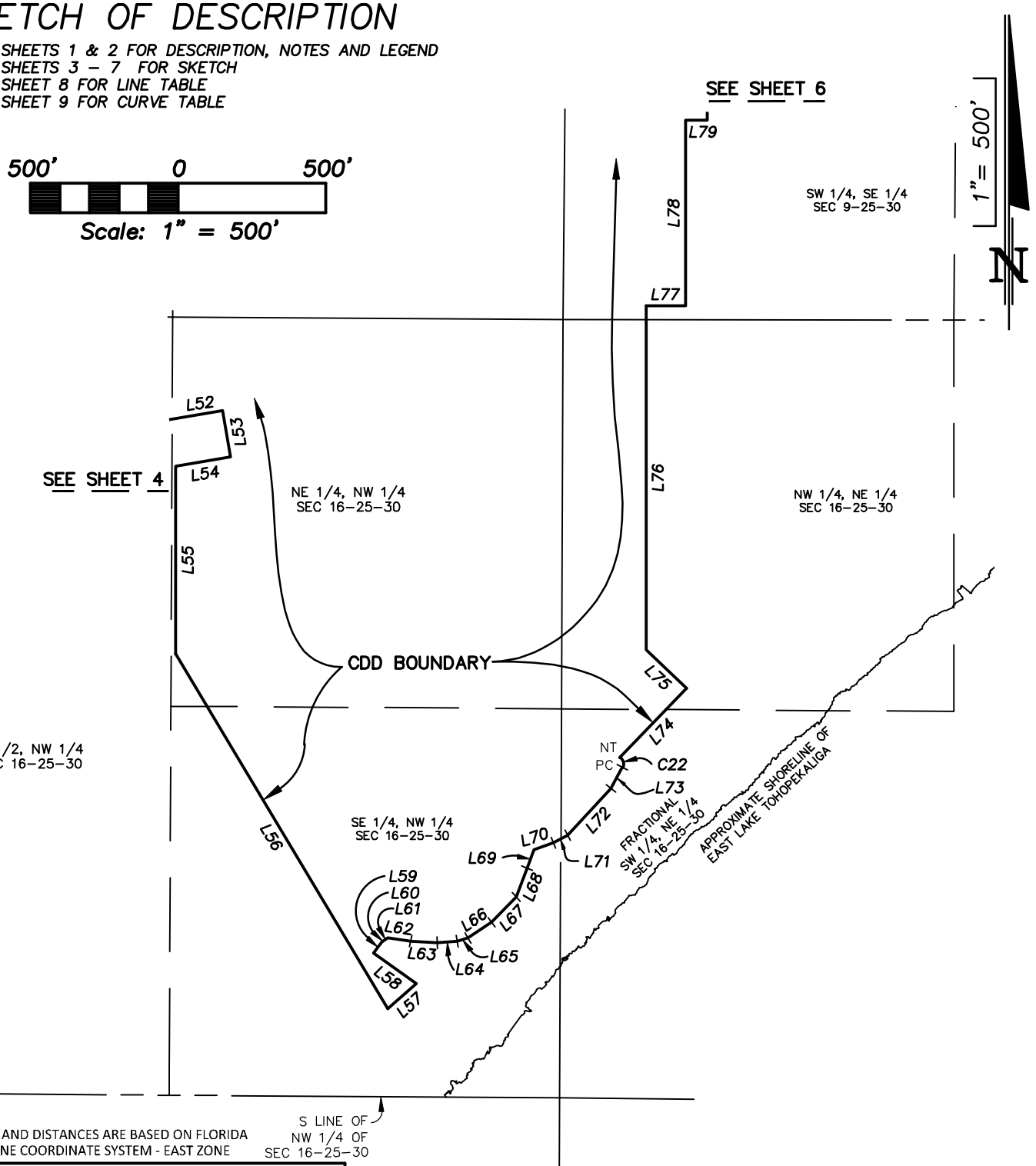
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 5
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

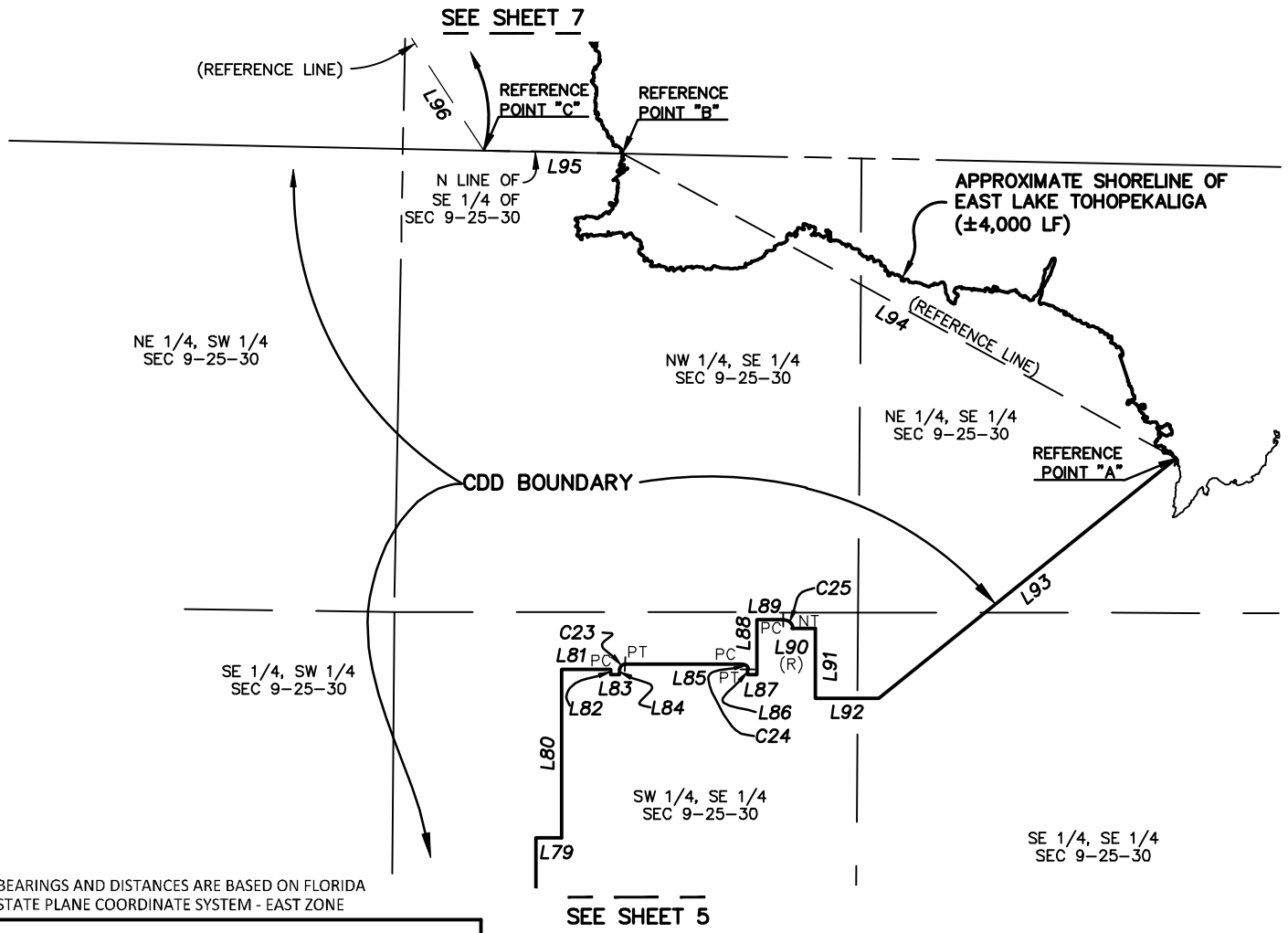
-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

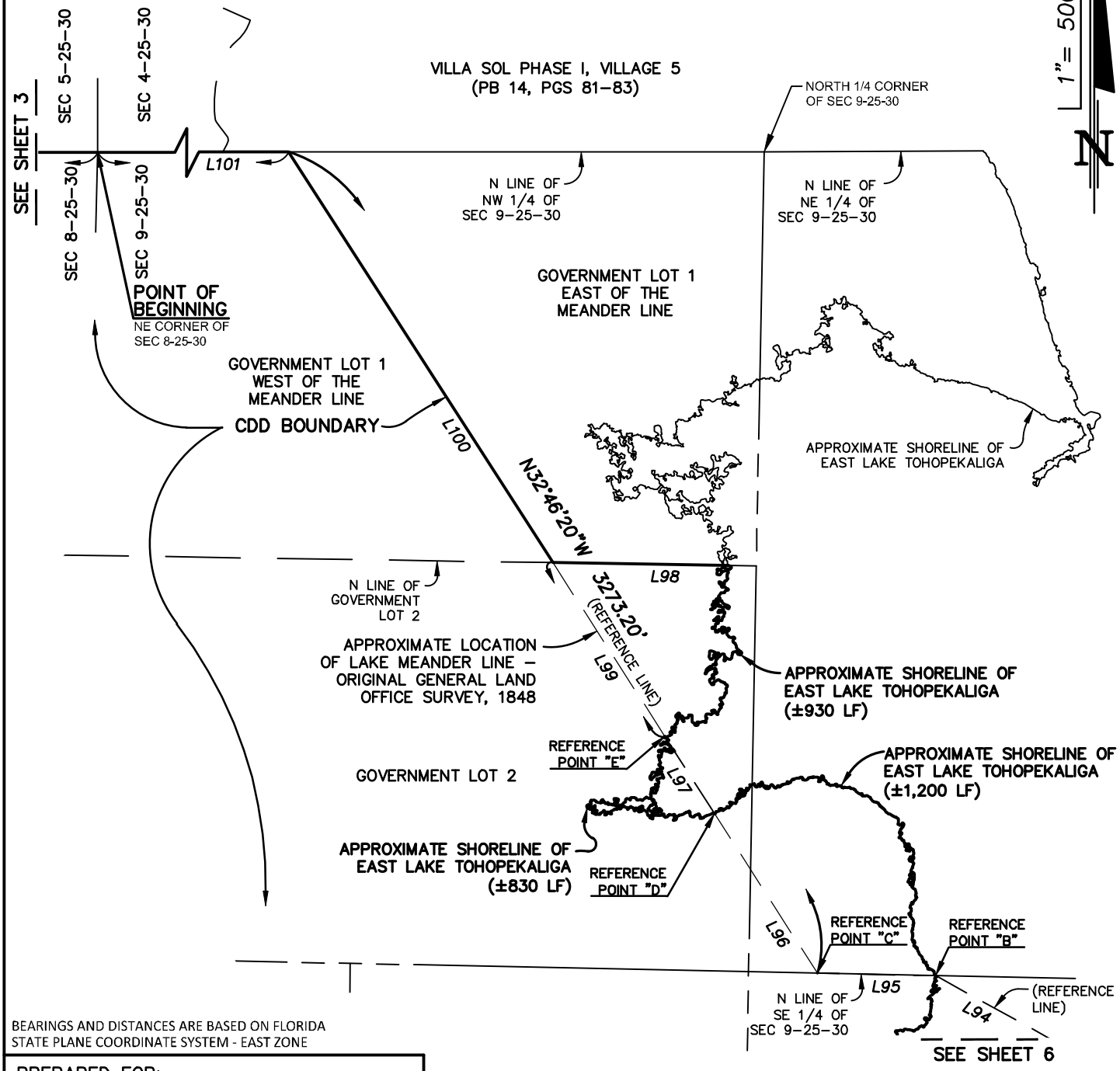
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 6
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'
Scale: 1" = 500'
1" = 500'
N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 7
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Exhibit B
Description of Future Expansion Parcels

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

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

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 1363.79 feet to the POINT OF BEGINNING; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the Public Records of Osceola County, Florida; thence N89°35'11"W along the South line of the Northwest 1/4 of the aforesaid Section 16, 919.30 feet to the Southeast corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of the Northeast 1/4 of Section 8, Township 25 South, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
N/A	NOT APPLICABLE
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(R)	RADIAL
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE - CDD F1

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:08-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

(CONTINUED FROM SHEET 1)

thence N00°15'05"E along the East line of said Right of Way Deed, 89.61 feet to the North corner of said Right of Way Deed and the point of a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of S27°00'55"W; thence departing said East line, run along the West line of said Right of Way Deed, Southwesterly along the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to a non-tangent line; thence departing said West line, N89°35'11"W along the aforesaid South line of the Northwest 1/4, 1276.75 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence departing said South line, N89°22'23"W along the South line of the Northeast 1/4 of said Section 17, 899.98 feet to the Southeast corner of Tract "A" TIERRA DEL SOL UNIT II - 2nd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence departing said South line, N00°14'56"E along the East line of Tract "A", 975.82 feet; thence departing said East line, S89°22'23"E along the Westerly prolongation of the South line of TIERRA DEL SOL UNIT II - 3rd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records and the South line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 553.25 feet to the Southeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said South line, N00°14'56"E along the East line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 1163.21 feet to the Northeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said East line, N89°11'18"W along the North line of said TIERRA DEL SOL UNIT II - 3rd ADDITION and the North line of TIERRA DEL SOL UNIT II - 1st ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records, 1549.14 feet to the Southeast corner of Lot 6 of said TIERRA DEL SOL UNIT II - 1st ADDITION; thence departing said North line, N00°05'52"W along the East line of said Lot 6, 114.89 feet to the Northeast corner of said Lot 6; thence departing said East line, run along the Southerly boundary of, KENLEIGH OAKS according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records the following three (3) courses and distances: 1) S88°31'30"E, 60.02 feet; 2) S00°05'52"E, 32.98 feet; 3) S88°32'07"E, 1026.80 feet to the Southeast corner of said KENLEIGH OAKS; thence departing said Southerly boundary, S00°15'52"W along the West line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records, 9.50 feet to the Southwest corner of said VEERASAMMY ESTATES; thence departing said West line, S89°11'18"E along the South line of said VEERASAMMY ESTATES, 809.76 feet to the Southeast corner of said VEERASAMMY ESTATES; thence departing said South line, N00°14'56"E along the East line of said VEERASAMMY ESTATES, 432.86 feet to the Northeast corner of said VEERASAMMY ESTATES and the Northwest corner of the aforesaid Section 16; thence departing said East line, N88°31'34"W along the North line of said VEERASAMMY ESTATES, 297.00 feet to the Southeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence departing said North line, N00°29'12"E along the East line of said GREENWOOD ESTATES SUBDIVISION II, 462.00 feet to the Northeast corner of said GREENWOOD ESTATES SUBDIVISION II; thence departing said East line, S88°31'34"E along the South line of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records, 111.50 feet to the Southeast corner of said VALENCIA WOODS; thence departing said South line, N00°29'12"E along the East line of said VALENCIA WOODS, 461.18 feet to the Northeast corner of said VALENCIA WOODS; thence departing said East line, N89°56'36"E, 185.39 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 9; thence N00°28'52"E along said West line, 388.17 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 166.544 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

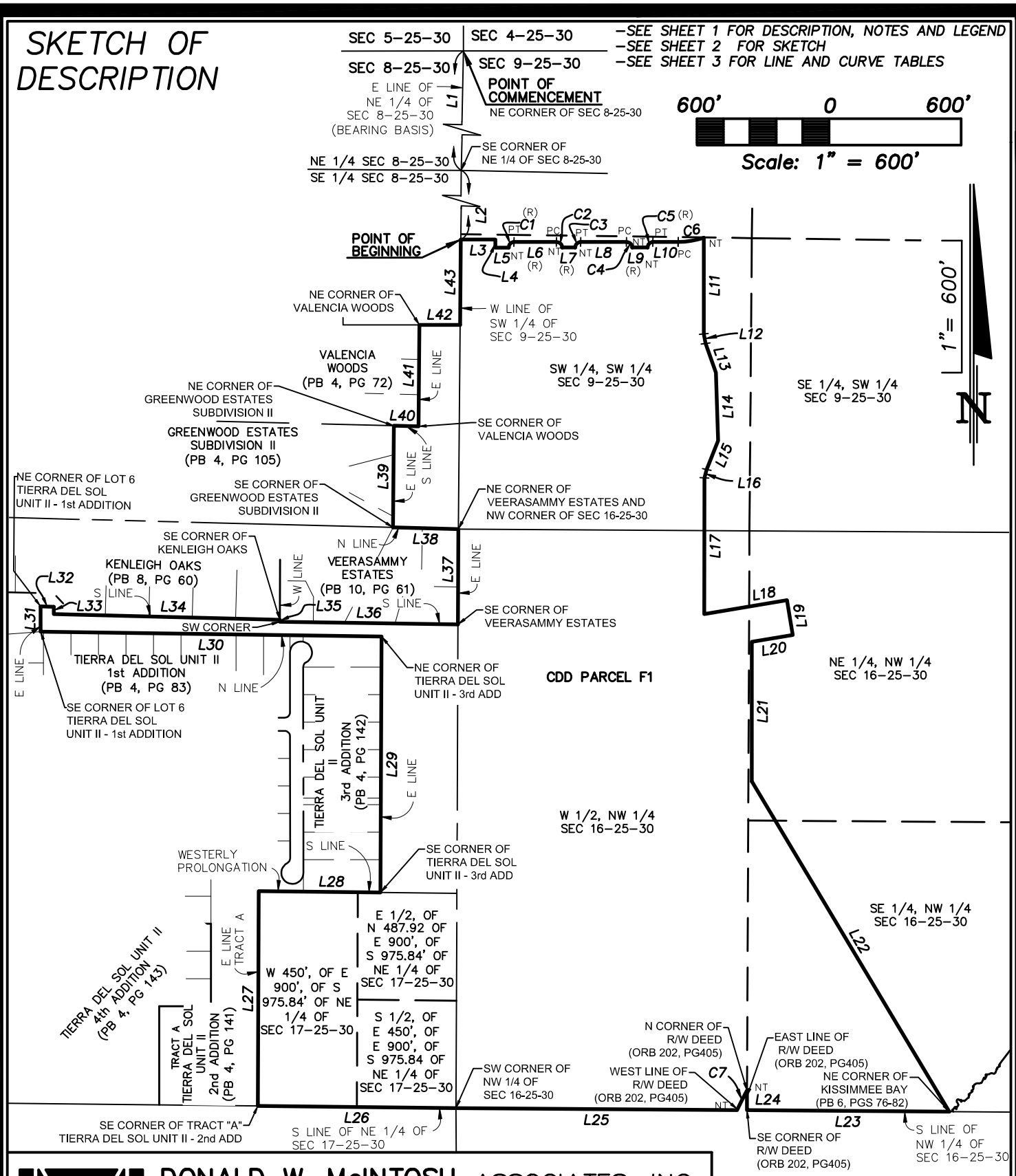
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

SKETCH OF DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

Printed: Tue 13-May-2025 – 09:14AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S9) Hilliard Isle CDD (F1).dwg

CS# 21-132(S9)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 6 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	1363.79'
L3	N90°00'00"E	156.45'
L4	S00°00'00"E	36.76'
L5	N90°00'00"E	60.00'
L6	N90°00'00"E	192.50'
L7	N90°00'00"E	60.00'
L8	N90°00'00"E	208.50'
L9	N90°00'00"E	70.00'
L10	N90°00'00"E	114.49'
L11	S00°00'00"E	437.33'
L12	S10°27'30"E	43.89'
L13	S19°33'01"E	141.00'
L14	S01°50'37"E	308.94'
L15	S21°32'43"W	141.00'
L16	S15°20'38"W	38.72'
L17	S00°03'08"W	619.67'
L18	N80°23'14"E	379.52'
L19	S09°36'46"E	160.00'
L20	S80°23'14"W	188.06'
L21	S00°00'00"E	634.21'
L22	S30°52'34"E	1748.28'
L23	N89°35'11"W	919.30'
L24	N00°15'05"E	89.61'
L25	N89°35'11"W	1276.75'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N89°22'23"W	899.98'
L27	N00°14'56"E	975.82'
L28	S89°22'23"E	553.25'
L29	N00°14'56"E	1163.21'
L30	N89°11'18"W	1549.14'
L31	N00°05'52"W	114.89'
L32	S88°31'30"E	60.02'
L33	S00°05'52"E	32.98'
L34	S88°32'07"E	1026.80'
L35	S00°15'52"W	9.50'
L36	S89°11'18"E	809.76'
L37	N00°14'56"E	432.86'
L38	N88°31'34"W	297.00'
L39	N00°29'12"E	462.00'
L40	S88°31'34"E	111.50'
L41	N00°29'12"E	461.18'
L42	N89°56'36"E	185.39'
L43	N00°28'52"E	388.17'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C2	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C3	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C4	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C5	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C6	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C7	1196.22'	4°48'05"	100.24'	S27°00'55"W	100.21'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR SKETCH
–SEE SHEET 3 FOR LINE AND CURVE TABLES

DESCRIPTION:

That part of Section 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4 of Section 16, a distance of 2241.17 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Page 76 of the Official Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along aforesaid South line, S89°35'11"E, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 379.46 feet; thence S43°44'38"W, 326.94 feet to a non–tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of S14°20'30"E, and a chord distance of 33.78 feet; thence Southerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to the point of tangency; thence S28°09'35"W, 80.51 feet; thence S42°50'59"W, 216.41 feet; thence S61°48'44"W, 54.34 feet; thence S71°06'37"W, 69.50 feet; thence S19°38'22"W, 67.17 feet; thence S21°20'32"W, 103.91 feet; thence S44°14'29"W, 119.55 feet; thence S56°00'29"W, 95.36 feet; thence S73°11'56"W, 38.88 feet; thence S85°27'07"W, 67.47 feet; thence N86°06'14"W, 89.73 feet; thence N82°32'42"W, 78.35 feet; thence S58°46'44"W, 19.83 feet; thence S33°13'45"W, 1.79 feet; thence S37°49'57"W, 49.01 feet; thence S54°19'58"E, 177.08 feet; thence S48°15'11"W, 128.20 feet; thence S30°52'34"E, 348.88 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 13 acres more or less and being subject to any rights–of–way, restrictions and easements of record.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 16–25–30	SECTION 16, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°35'11"E along the South line of the Northwest 1/4 of Section 16, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.01 10:23:47-04'00'

JAMES D. LEVINER *April 22, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

Printed: Tue 22–Apr–2025 – 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21–132(S8) Hilliard Isle CDD Parcel 2.dwg
F:\Proj2021\...\Legals\SL17719desc.docx

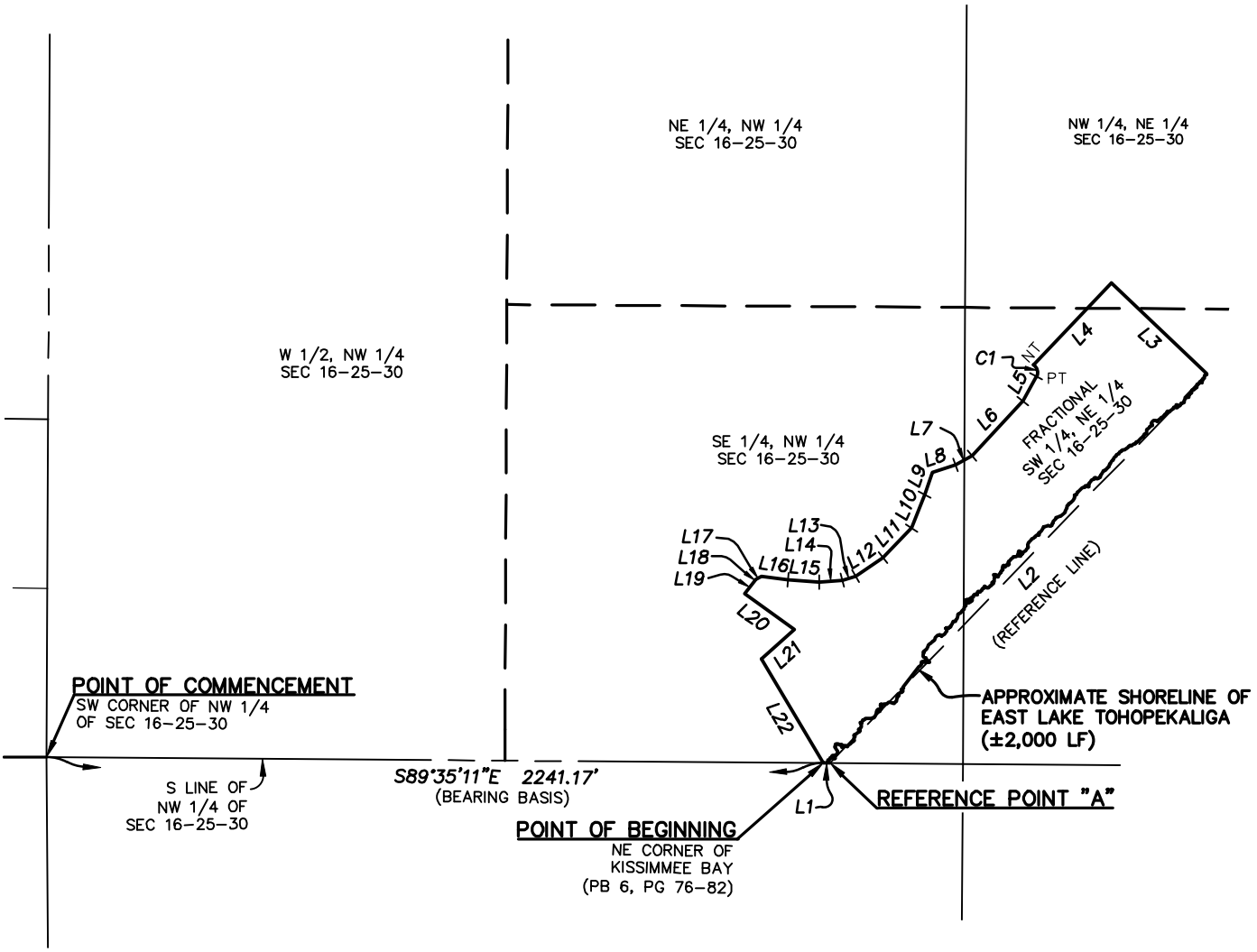
CS# 21–132(S8)

SKETCH OF DESCRIPTION

-SEE SHEET 1 DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 3 FOR LINE AND CURVE TABLES

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 3

1" = 500'

N

Printed: Tue 22-Apr-2025 - 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S8) Hilliard Isle CDD Parcel 2.dwg

CS# 21-132(S8)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°35'11"E	19.10'
L2	N44°04'43"E	1563.92'
L3	N46°29'48"W	379.46'
L4	S43°44'38"W	326.94'
L5	S28°09'35"W	80.51'
L6	S42°50'59"W	216.41'
L7	S61°48'44"W	54.34'
L8	S71°06'37"W	69.50'
L9	S19°38'22"W	67.17'
L10	S21°20'32"W	103.91'
L11	S44°14'29"W	119.55'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L12	S56°00'29"W	95.36'
L13	S73°11'56"W	38.88'
L14	S85°27'07"W	67.47'
L15	N86°06'14"W	89.73'
L16	N82°32'42"W	78.35'
L17	S58°46'44"W	19.83'
L18	S33°13'45"W	1.79'
L19	S37°49'57"W	49.01'
L20	S54°19'58"E	177.08'
L21	S48°15'11"W	128.20'
L22	S30°52'34"E	348.88'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	85°00'11"	37.09'	S14°20'30"E	33.78'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

–SEE SHEETS 2 – 3 FOR SKETCH
–SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

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

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 2680.10 feet to the Southwest corner of said Section 9 and the Northeast corner of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of the Public Records of Osceola County, Florida; thence departing said West line, S89°39'56"E along the South line of the Southwest 1/4 of said Section 9, 2643.99 feet to the Southeast corner of the Southwest 1/4 of said Section 9; thence departing said South line, S89°56'02"E along the South line of the Southeast 1/4 of said Section 9, 280.55 feet to the POINT OF BEGINNING; thence departing said South line, S00°00'00"E, 1116.57 feet; thence S46°29'48"E, 568.33 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northerly along said shoreline, 7250 feet, more or less to a point, lying N25°19'37"E, 3612.67 feet from Reference Point "A"; thence departing said shoreline, S51°10'08"W, 1088.54 feet; thence N90°00'00"W, 179.13 feet; thence N00°00'00"E, 197.79 feet; thence N90°00'00"W, 67.00 feet to a radial curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 35.36 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"W, 75.00 feet; thence S00°00'00"E, 156.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 21.21 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"W, 335.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 21.21 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet; thence N90°00'00"W, 140.00 feet; thence S00°00'00"E, 481.00 feet; thence N90°00'00"W, 73.00 feet; thence S00°00'00"E, 629.00 feet; thence N90°00'00"W, 133.57 feet; thence S00°00'00"E, 46.86 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 61 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of Northeast 1/4 of Section 8-25-30, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
N/A	NOT APPLICABLE
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
(R)	RADIAL

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD F2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:42-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

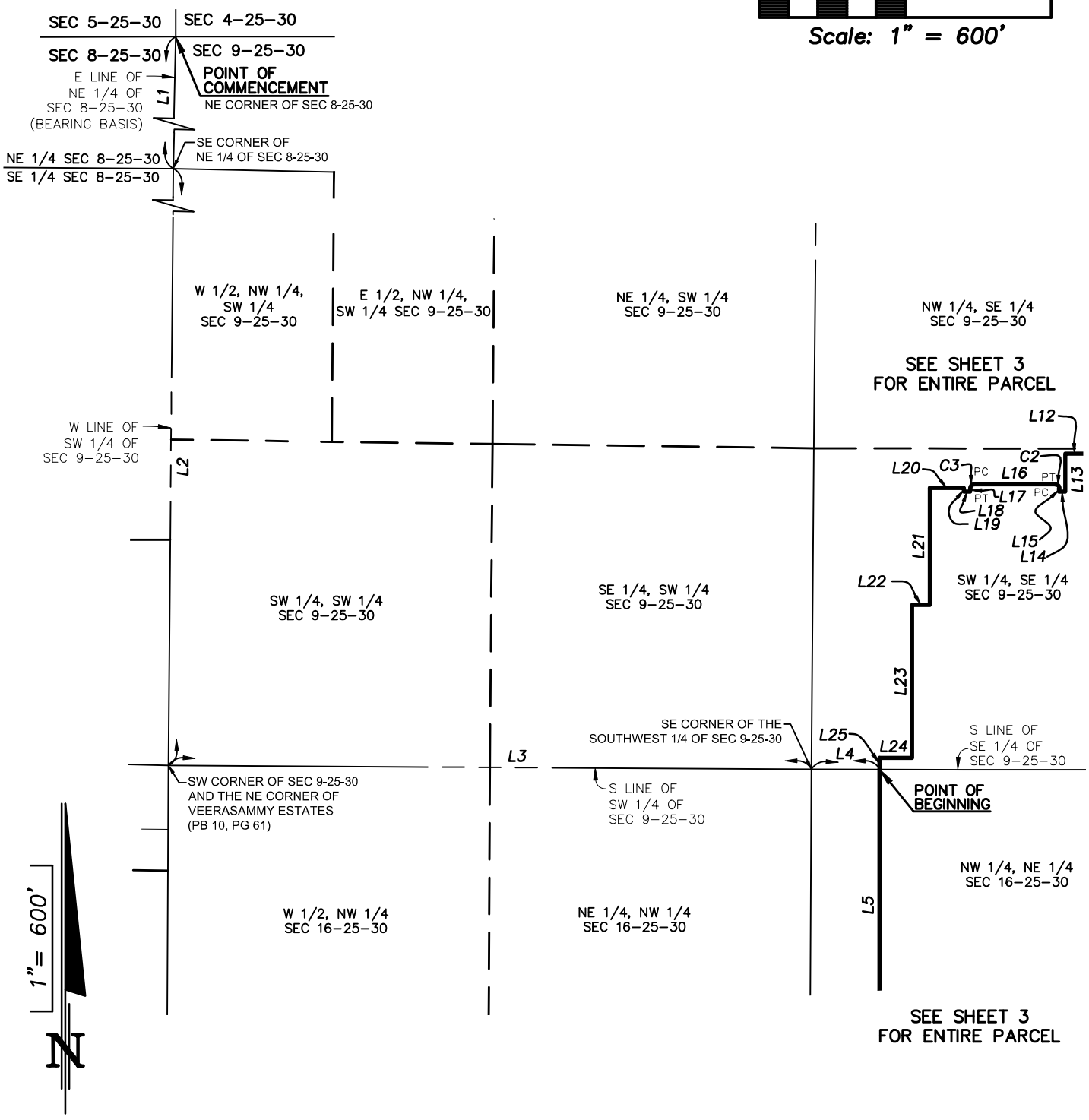
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

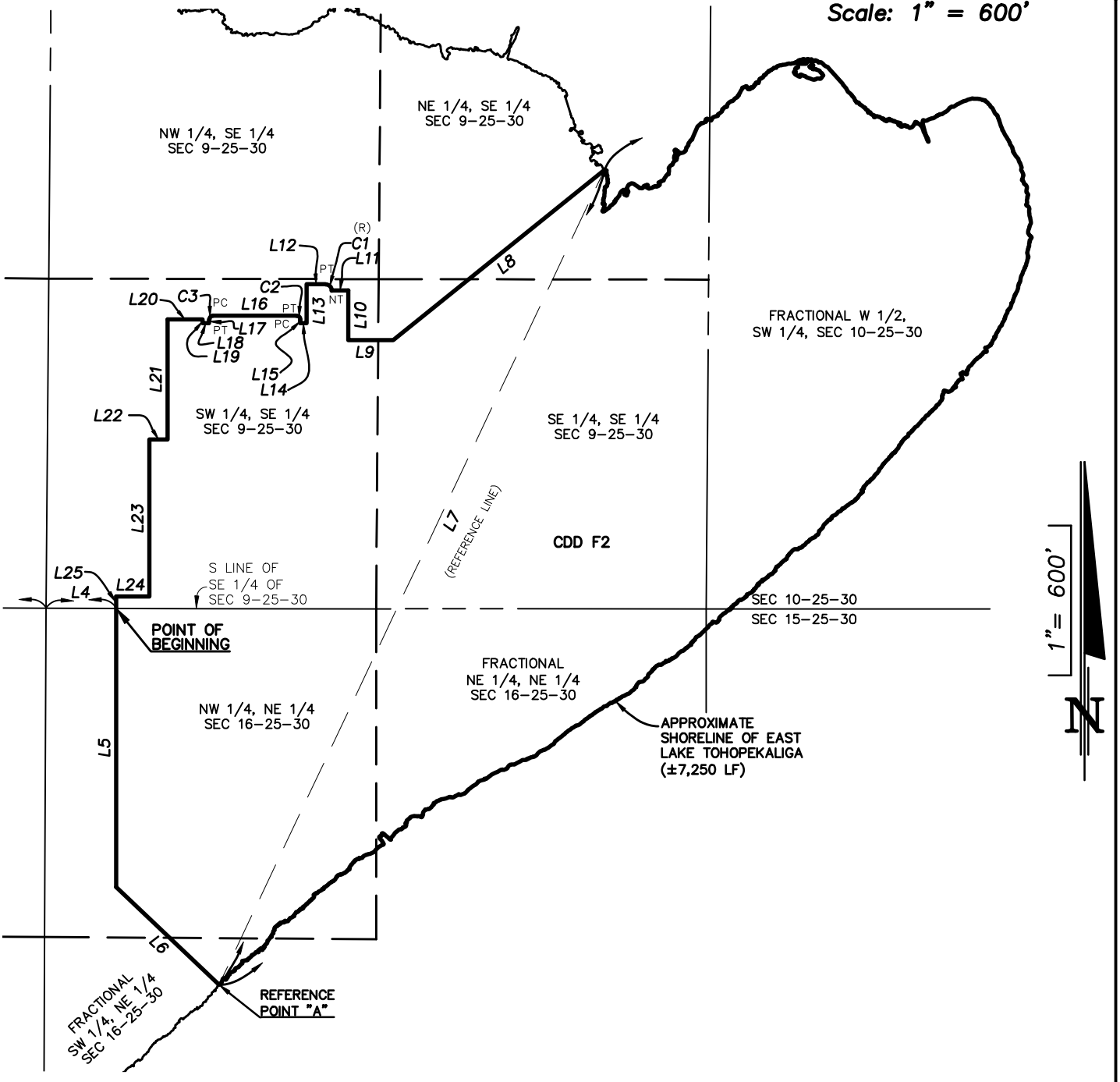
Printed: Tue 13–May–2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21–132(S10) Hilliard Isle CDD (F2).dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21–132(S10) Hilliard Isle CDD (F2).dwg

SKETCH OF DESCRIPTION

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 2 – 3 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	2680.10'
L3	S89°39'56"E	2643.99'
L4	S89°56'02"E	280.55'
L5	S00°00'00"E	1116.57'
L6	S46°29'48"E	568.33'
L7	N25°19'37"E	3612.67'
L8	S51°10'08"W	1088.54'
L9	N90°00'00"W	179.13'
L10	N00°00'00"E	197.79'
L11	N90°00'00"W	67.00'
L12	N90°00'00"W	75.00'
L13	S00°00'00"E	156.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N90°00'00"W	26.00'
L15	N00°00'00"E	15.00'
L16	N90°00'00"W	335.00'
L17	S00°00'00"E	15.00'
L18	N90°00'00"W	26.00'
L19	N00°00'00"E	15.00'
L20	N90°00'00"W	140.00'
L21	S00°00'00"E	481.00'
L22	N90°00'00"W	73.00'
L23	S00°00'00"E	629.00'
L24	N90°00'00"W	133.57'
L25	S00°00'00"E	46.86'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"W	35.36'
C2	15.00'	90°00'00"	23.56'	N45°00'00"W	21.21'
C3	15.00'	90°00'00"	23.56'	S45°00'00"W	21.21'

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

PROPOSED ORDINANCE NO. 26-15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company, has petitioned the City Commission ("Commission") of Kissimmee, Florida, a political subdivision of the State of Florida, to establish the HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT ("District"); and

WHEREAS, the Commission, after proper published notice has conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e) Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

1. The petition is complete and meets the requirements of Section 190.005, Florida Statutes, and all statements contained within the petition are true and correct.

2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Kissimmee, known as the City of Kissimmee 2040 Comprehensive Plan, or the State Comprehensive Plan.

3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. The area that will be served by the District is amenable to separate special-district

government.

WHEREAS, it is the policy of the State of Florida, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes, and that the district so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

BE IT ORDAINED BY THE CITY COMMISSION OF KISSIMMEE, FLORIDA:

SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing municipal ordinances.

SECTION TWO: ESTABLISHMENT OF THE DISTRICT

The District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

SECTION THREE: SUFFICIENTLY CONTIGUOUS LANDS

The petition identified sufficiently contiguous lands located outside of the initial boundaries of the District, which are described in Exhibit B hereto ("Future Expansion Parcels"). Pursuant to Section 190.046(1)(h) Florida Statutes, within ten (10) years of the effective date of

this ordinance, the District may petition the City for an amendment to expand the boundaries of the District to include the Future Expansion Parcels.

SECTION FOUR: DESIGNATION OF INITIAL BOARD OF SUPERVISORS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District:

1. Sean Bailey
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

2. Mary Burns
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

3. Dan Edwards
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

4. Serena Turke
   4901 Vineland Road
   Suite 500
   Orlando, Florida 32811

5. Richard Jerman
   1750 W. Broadway
   Suite 111
   Oviedo, Florida 32765

SECTION FIVE: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Hilliard Isle Community Development District."

SECTION SIX: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

SECTION SEVEN: CONSENT TO SPECIAL POWERS

Upon the effective date of this Ordinance, the District will be duly and legally authorized to exist and exercise all of its powers as set forth in Chapter 190, Florida Statutes, and as otherwise provided by law.

The Commission hereby consents to the exercise by the District of special powers set forth in Section 190.012(2)(a) and 190.012(2)(d), Florida Statutes, to plan, establish, acquire, construct

or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as well as facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

SECTION EIGHT: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of Kissimmee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION NINE: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Kissimmee, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

SECTION TEN: EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this **16th** day of **June** 2026.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
City Clerk

Exhibit A
Legal Description of Boundaries of District

SKETCH OF DESCRIPTION

DESCRIPTION:

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

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

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.

ENGINEERS PLANNERS SURVEYORS

1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068

CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Reason: I am approving this document
Date: 2025.12.17 13:43:09-05'00'

JAMES D. LEVINER December 17, 2025
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 3 – 7 FOR SKETCH
–SEE SHEET 8 FOR LINE TABLE
–SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

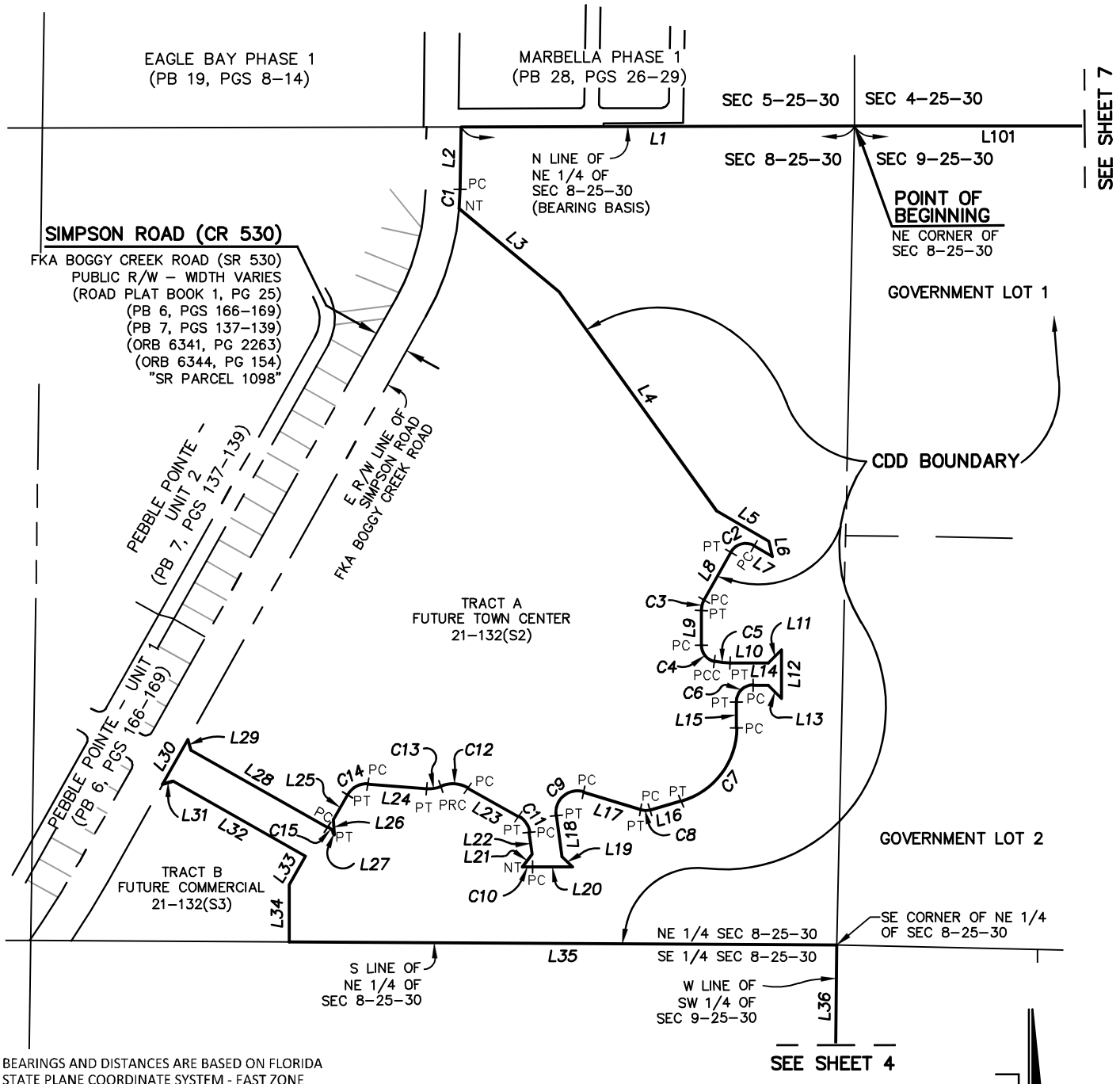
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

1"= 500'

N

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N

SEE SHEET 3

NE 1/4 SEC 8-25-30
SE 1/4 SEC 8-25-30
L35

SE CORNER OF NE 1/4 OF SEC 8-25-30

S LINE OF NE 1/4 OF SEC 8-25-30

L36

W 1/2, NW 1/4, SW 1/4 SEC 9-25-30

E 1/2, NW 1/4, SW 1/4 SEC 9-25-30

NE 1/4, SW 1/4 SEC 9-25-30

W LINE OF SW 1/4 OF SEC 9-25-30

(R) C16 PT C17 PC PT (R) C18 PC NT PT (R) C20 PT C21 NT

L37 L38 L39 NT L40 NT NT L42 (R) L41 C19 NT L44 PC L43 (R)

L45

CDD BOUNDARY

L46

L47

L48

L49

L50

SW 1/4, SW 1/4 SEC 9-25-30

SE 1/4, SW 1/4 SEC 9-25-30

SEC 8-25-30 SEC 9-25-30

SEC 17-25-30 SEC 16-25-30

L51

L52

L53

L54

L55

W 1/2, NW 1/4 SEC 16-25-30

NE 1/4, NW 1/4 SEC 16-25-30

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

SEE SHEET 5

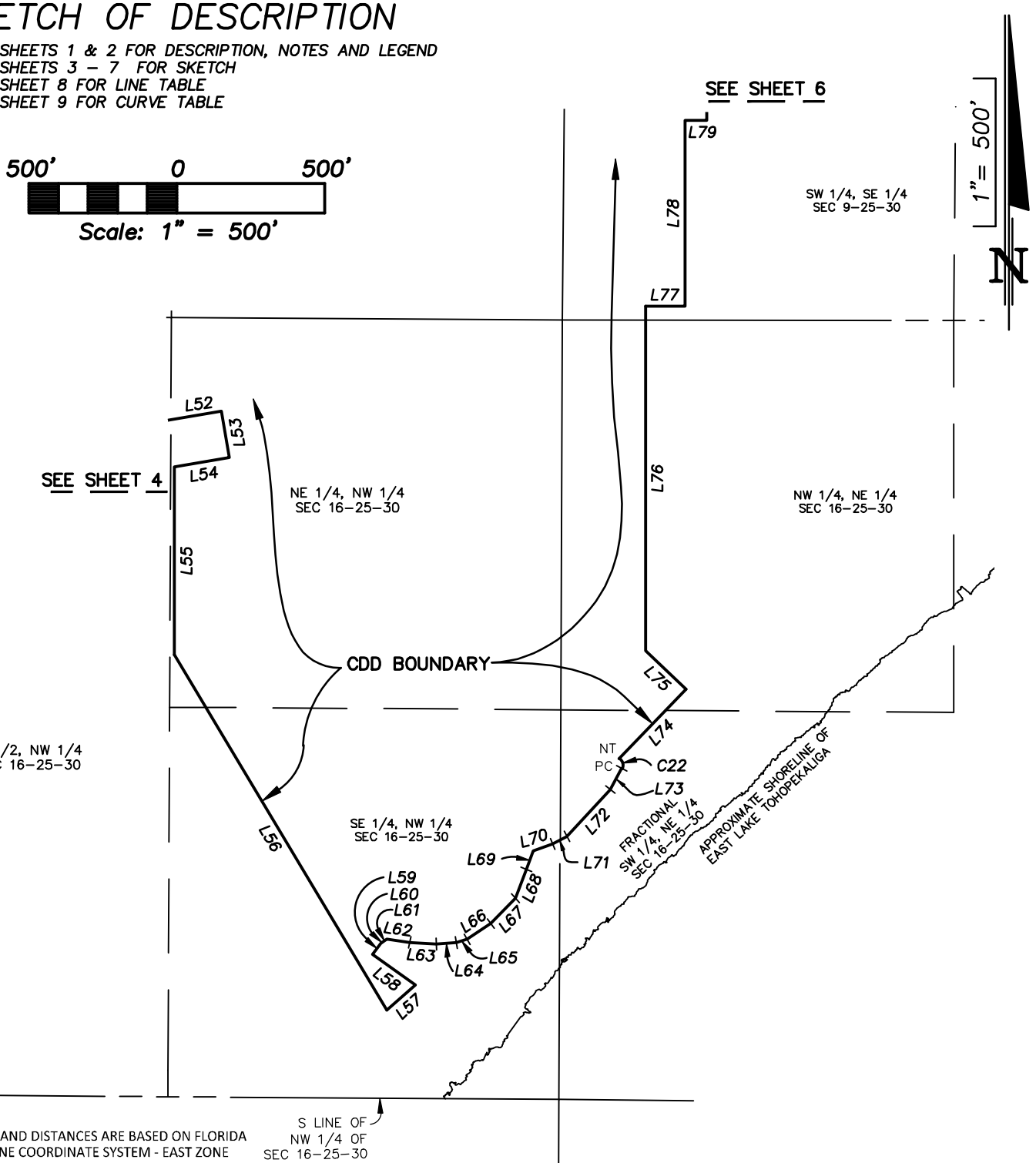
PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 5
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

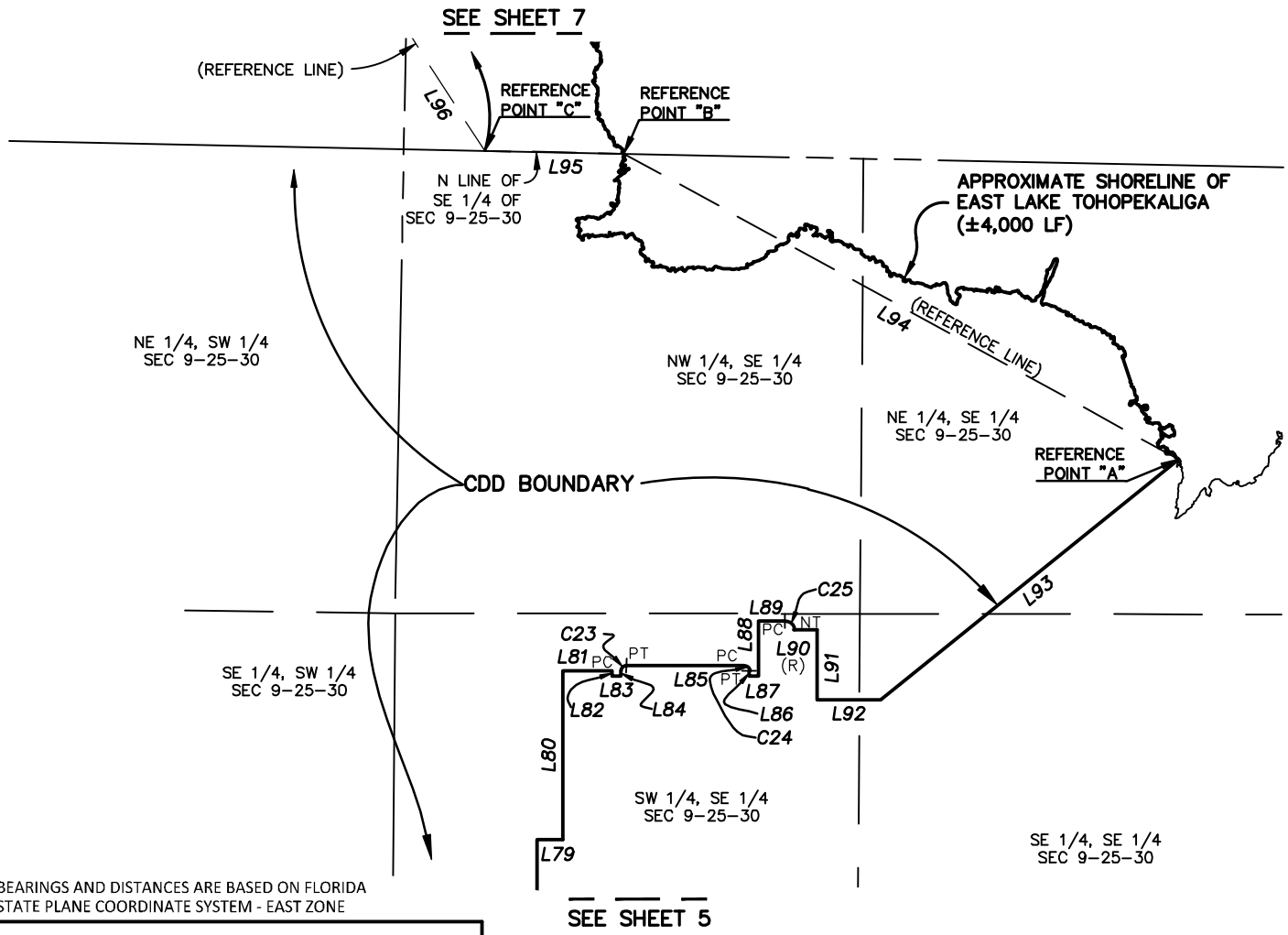
Printed: Wed 17-Dec-2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S7) Hilliard Isle CDD Parcel.dwg

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'
Scale: 1" = 500'

1" = 500'
N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 6
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

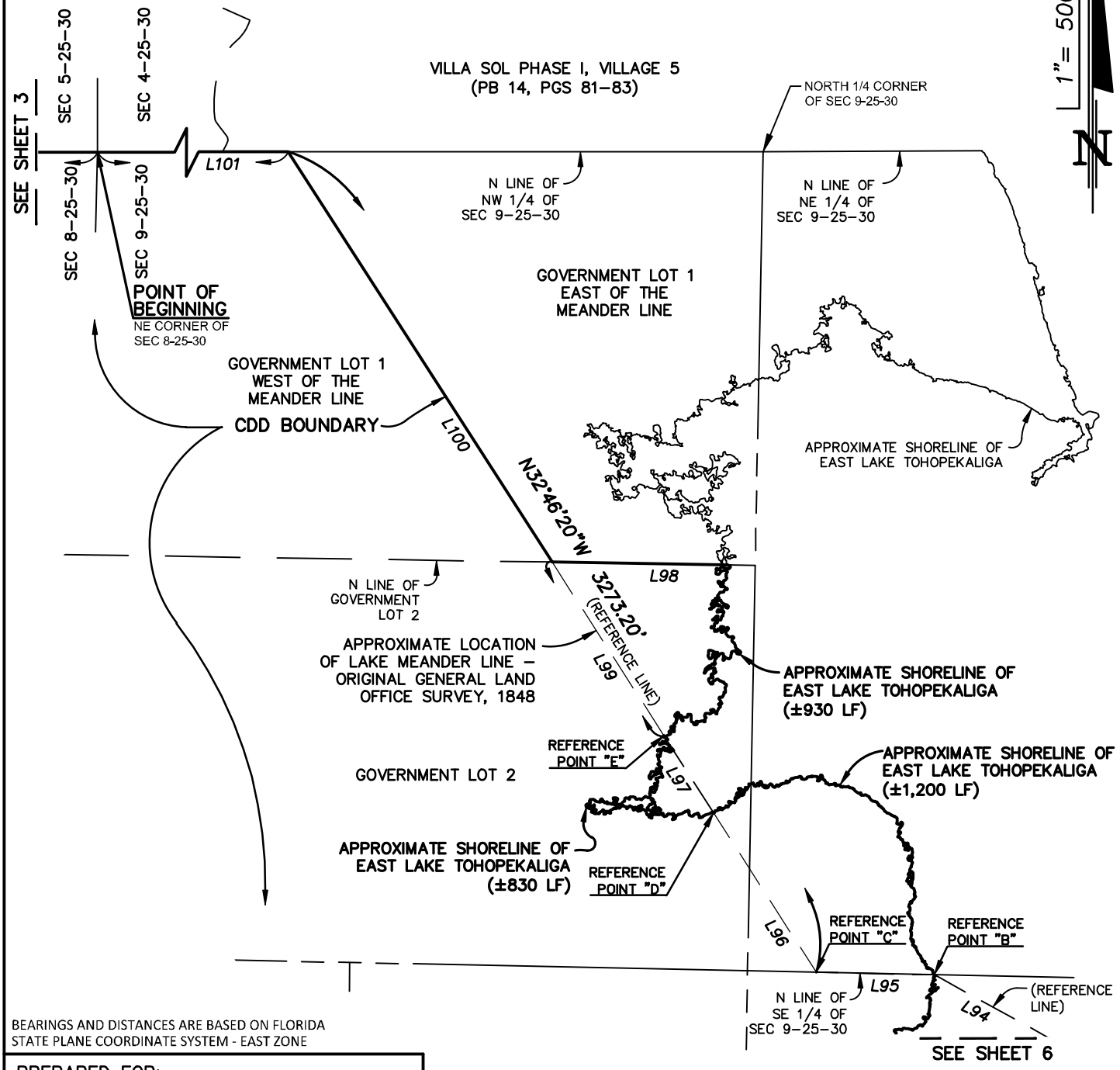
-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

500' 0 500'

Scale: 1" = 500'

1" = 500'

N



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 7
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 9 FOR CURVE TABLE

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S89°51'46"W	1293.08'	L27	N30°37'00"W	8.14'	L53	S09°36'46"E	160.00'	L79	N90°00'00"E	73.00'
L2	S00°52'59"W	206.23'	L28	N60°37'00"W	515.88'	L54	S80°23'14"W	188.06'	L80	N00°00'00"E	481.00'
L3	S50°08'42"E	426.24'	L29	N15°37'01"W	35.35'	L55	S00°00'00"E	634.21'	L81	N90°00'00"E	140.00'
L4	S35°49'02"E	887.10'	L30	S29°23'00"W	167.99'	L56	S30°52'34"E	1399.40'	L82	S00°00'00"E	15.00'
L5	S59°23'26"E	198.71'	L31	N74°22'59"E	35.35'	L57	N48°15'11"E	128.20'	L83	N90°00'00"E	26.00'
L6	S12°29'55"E	51.47'	L32	S60°37'00"E	499.64'	L58	N54°19'58"W	177.08'	L84	N00°00'00"E	15.00'
L7	N59°29'41"W	69.33'	L33	S29°23'00"W	108.36'	L59	N37°49'57"E	49.01'	L85	N90°00'00"E	335.00'
L8	S29°20'49"W	180.14'	L34	S00°19'58"W	188.09'	L60	N33°13'45"E	1.79'	L86	S00°00'00"E	15.00'
L9	S00°00'00"W	113.43'	L35	S89°40'02"E	1800.23'	L61	N58°46'44"E	19.83'	L87	N90°00'00"E	26.00'
L10	S90°00'00"E	126.07'	L36	S00°28'52"W	1363.79'	L62	S82°32'42"E	78.35'	L88	N00°00'00"E	156.00'
L11	N45°00'00"E	61.34'	L37	N90°00'00"E	156.45'	L63	S86°06'14"E	89.73'	L89	N90°00'00"E	75.00'
L12	S00°00'00"E	159.25'	L38	S00°00'00"E	36.76'	L64	N85°27'07"E	67.47'	L90	N90°00'00"E	67.00'
L13	N45°00'00"W	61.34'	L39	N90°00'00"E	60.00'	L65	N73°11'56"E	38.88'	L91	S00°00'00"E	197.79'
L14	N90°00'00"W	49.63'	L40	N90°00'00"E	192.50'	L66	N56°00'29"E	95.36'	L92	N90°00'00"E	179.13'
L15	S00°00'00"E	85.40'	L41	N90°00'00"E	60.00'	L67	N44°14'29"E	119.55'	L93	N51°10'08"E	1088.54'
L16	S74°20'41"W	105.90'	L42	N90°00'00"E	208.50'	L68	N21°20'32"E	103.91'	L94	N61°07'43"W	1800.62'
L17	N72°54'36"W	195.86'	L43	N90°00'00"E	70.00'	L69	N19°38'22"E	67.17'	L95	N88°48'03"W	396.41'
L18	S08°15'23"E	135.98'	L44	N90°00'00"E	114.49'	L70	N71°06'37"E	69.50'	L96	N32°46'20"W	636.36'
L19	S44°40'02"E	47.57'	L45	S00°00'00"E	437.33'	L71	N61°48'44"E	54.34'	L97	N32°46'20"W	307.69'
L20	N89°40'02"W	130.50'	L46	S10°27'30"E	43.89'	L72	N42°50'59"E	216.41'	L98	N89°07'31"W	±589'
L21	N37°11'43"E	52.27'	L47	S19°33'01"E	141.00'	L73	N28°09'35"E	80.51'	L99	N32°46'20"W	692.55'
L22	N07°48'17"W	72.39'	L48	S01°50'37"E	308.94'	L74	N43°44'38"E	326.94'	L100	N32°46'20"W	1636.60'
L23	N60°39'11"W	191.94'	L49	S21°32'43"W	141.00'	L75	N46°29'48"W	188.87'	L101	S89°59'13"W	1055.95'
L24	N85°21'09"W	194.06'	L50	S15°20'38"W	38.72'	L76	N00°00'00"E	1163.43'			
L25	S29°21'59"W	94.33'	L51	S00°03'08"W	619.67'	L77	N90°00'00"E	133.57'			
L26	S03°00'00"E	49.09'	L52	N80°23'14"E	379.52'	L78	N00°00'00"E	629.00'			

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 8
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SKETCH OF DESCRIPTION

-SEE SHEETS 1 & 2 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	878.52'	4°04'29"	62.48'	S02°55'13"W	62.47'
C2	55.00'	91°09'30"	87.51'	S74°55'34"W	78.56'
C3	70.00'	29°20'48"	35.85'	S14°40'24"W	35.46'
C4	55.00'	77°39'09"	74.54'	S38°49'34"E	68.97'
C5	240.00'	12°20'51"	51.72'	S83°49'34"E	51.62'
C6	55.00'	90°00'00"	86.39'	S45°00'00"W	77.78'
C7	250.00'	74°20'41"	324.39'	S37°10'20"W	302.11'
C8	55.00'	32°44'44"	31.43'	N89°16'57"W	31.01'
C9	70.00'	115°20'47"	140.92'	S49°25'01"W	118.30'
C10	622.00'	3°04'17"	33.34'	S88°47'49"W	33.34'
C11	70.00'	52°50'54"	64.57'	N34°13'44"W	62.30'
C12	100.00'	52°05'16"	90.91'	N86°41'49"W	87.81'
C13	100.00'	27°23'19"	47.80'	S80°57'12"W	47.35'
C14	70.00'	65°16'52"	79.76'	S62°00'25"W	75.51'
C15	50.00'	30°00'00"	26.18'	N45°37'00"W	25.88'
C16	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C17	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C18	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C19	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C20	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C21	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C22	25.00'	85°00'11"	37.09'	N14°20'30"W	33.78'
C23	15.00'	90°00'00"	23.56'	N45°00'00"E	21.21'
C24	15.00'	90°00'00"	23.56'	S45°00'00"E	21.21'
C25	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 9
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Exhibit B
Description of Future Expansion Parcels

SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

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

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 1363.79 feet to the POINT OF BEGINNING; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1748.28 feet to the Northeast corner of KISSIMMEE BAY according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of the Public Records of Osceola County, Florida; thence N89°35'11"W along the South line of the Northwest 1/4 of the aforesaid Section 16, 919.30 feet to the Southeast corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records;

(CONTINUED ON SHEET 2)

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of the Northeast 1/4 of Section 8, Township 25 South, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
N/A	NOT APPLICABLE
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
(R)	RADIAL
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE - CDD F1

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:08-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR LEGAL DESCRIPTION
-SEE SHEET 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

(CONTINUED FROM SHEET 1)

thence N00°15'05"E along the East line of said Right of Way Deed, 89.61 feet to the North corner of said Right of Way Deed and the point of a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of S27°00'55"W; thence departing said East line, run along the West line of said Right of Way Deed, Southwesterly along the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to a non-tangent line; thence departing said West line, N89°35'11"W along the aforesaid South line of the Northwest 1/4, 1276.75 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence departing said South line, N89°22'23"W along the South line of the Northeast 1/4 of said Section 17, 899.98 feet to the Southeast corner of Tract "A" TIERRA DEL SOL UNIT II - 2nd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence departing said South line, N00°14'56"E along the East line of Tract "A", 975.82 feet; thence departing said East line, S89°22'23"E along the Westerly prolongation of the South line of TIERRA DEL SOL UNIT II - 3rd ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records and the South line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 553.25 feet to the Southeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said South line, N00°14'56"E along the East line of said TIERRA DEL SOL UNIT II - 3rd ADDITION, 1163.21 feet to the Northeast corner of said TIERRA DEL SOL UNIT II - 3rd ADDITION; thence departing said East line, N89°11'18"W along the North line of said TIERRA DEL SOL UNIT II - 3rd ADDITION and the North line of TIERRA DEL SOL UNIT II - 1st ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records, 1549.14 feet to the Southeast corner of Lot 6 of said TIERRA DEL SOL UNIT II - 1st ADDITION; thence departing said North line, N00°05'52"W along the East line of said Lot 6, 114.89 feet to the Northeast corner of said Lot 6; thence departing said East line, run along the Southerly boundary of, KENLEIGH OAKS according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records the following three (3) courses and distances: 1) S88°31'30"E, 60.02 feet; 2) S00°05'52"E, 32.98 feet; 3) S88°32'07"E, 1026.80 feet to the Southeast corner of said KENLEIGH OAKS; thence departing said Southerly boundary, S00°15'52"W along the West line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records, 9.50 feet to the Southwest corner of said VEERASAMMY ESTATES; thence departing said West line, S89°11'18"E along the South line of said VEERASAMMY ESTATES, 809.76 feet to the Southeast corner of said VEERASAMMY ESTATES; thence departing said South line, N00°14'56"E along the East line of said VEERASAMMY ESTATES, 432.86 feet to the Northeast corner of said VEERASAMMY ESTATES and the Northwest corner of the aforesaid Section 16; thence departing said East line, N88°31'34"W along the North line of said VEERASAMMY ESTATES, 297.00 feet to the Southeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence departing said North line, N00°29'12"E along the East line of said GREENWOOD ESTATES SUBDIVISION II, 462.00 feet to the Northeast corner of said GREENWOOD ESTATES SUBDIVISION II; thence departing said East line, S88°31'34"E along the South line of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records, 111.50 feet to the Southeast corner of said VALENCIA WOODS; thence departing said South line, N00°29'12"E along the East line of said VALENCIA WOODS, 461.18 feet to the Northeast corner of said VALENCIA WOODS; thence departing said East line, N89°56'36"E, 185.39 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 9; thence N00°28'52"E along said West line, 388.17 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 166.544 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

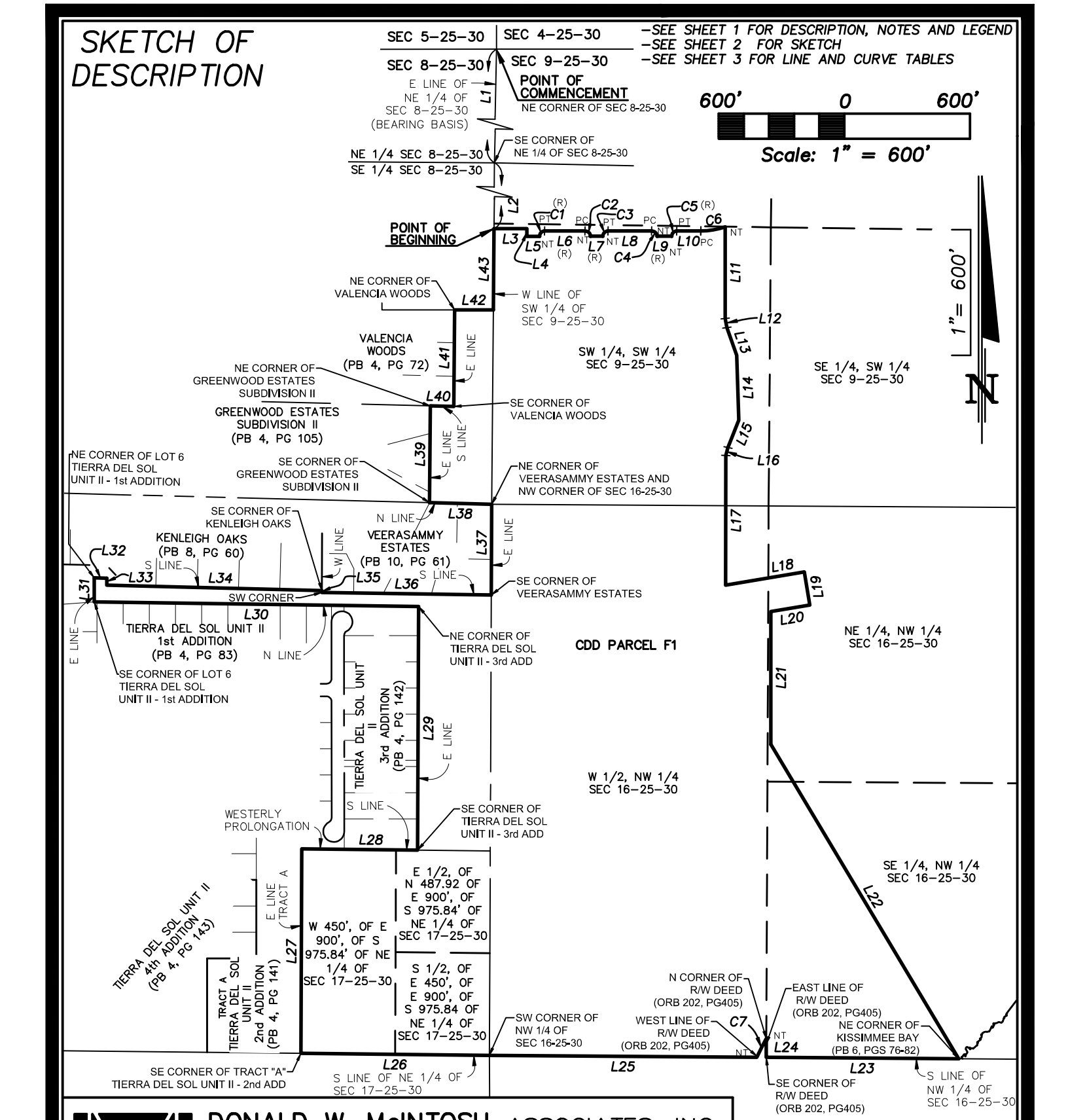
BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH
-SEE SHEET 3 FOR LINE AND CURVE TABLES



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

Printed: Tue 13-May-2025 – 09:14AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S9) Hilliard Isle CDD (F1).dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 6 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	1363.79'
L3	N90°00'00"E	156.45'
L4	S00°00'00"E	36.76'
L5	N90°00'00"E	60.00'
L6	N90°00'00"E	192.50'
L7	N90°00'00"E	60.00'
L8	N90°00'00"E	208.50'
L9	N90°00'00"E	70.00'
L10	N90°00'00"E	114.49'
L11	S00°00'00"E	437.33'
L12	S10°27'30"E	43.89'
L13	S19°33'01"E	141.00'
L14	S01°50'37"E	308.94'
L15	S21°32'43"W	141.00'
L16	S15°20'38"W	38.72'
L17	S00°03'08"W	619.67'
L18	N80°23'14"E	379.52'
L19	S09°36'46"E	160.00'
L20	S80°23'14"W	188.06'
L21	S00°00'00"E	634.21'
L22	S30°52'34"E	1748.28'
L23	N89°35'11"W	919.30'
L24	N00°15'05"E	89.61'
L25	N89°35'11"W	1276.75'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N89°22'23"W	899.98'
L27	N00°14'56"E	975.82'
L28	S89°22'23"E	553.25'
L29	N00°14'56"E	1163.21'
L30	N89°11'18"W	1549.14'
L31	N00°05'52"W	114.89'
L32	S88°31'30"E	60.02'
L33	S00°05'52"E	32.98'
L34	S88°32'07"E	1026.80'
L35	S00°15'52"W	9.50'
L36	S89°11'18"E	809.76'
L37	N00°14'56"E	432.86'
L38	N88°31'34"W	297.00'
L39	N00°29'12"E	462.00'
L40	S88°31'34"E	111.50'
L41	N00°29'12"E	461.18'
L42	N89°56'36"E	185.39'
L43	N00°28'52"E	388.17'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C2	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C3	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C4	25.00'	90°00'00"	39.27'	S45°00'00"E	35.36'
C5	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
C6	360.00'	18°53'00"	118.65'	N80°33'30"E	118.11'
C7	1196.22'	4°48'05"	100.24'	S27°00'55"W	100.21'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F1

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

–SEE SHEET 2 FOR SKETCH
–SEE SHEET 3 FOR LINE AND CURVE TABLES

DESCRIPTION:

That part of Section 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4 of Section 16, a distance of 2241.17 feet to the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Page 76 of the Official Records of Osceola County, Florida and the POINT OF BEGINNING; thence continue along aforesaid South line, S89°35'11"E, 19.10 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence departing said South line, run Northerly along said shoreline, 2000 feet, more or less to a point, lying N44°04'43"E, 1563.92 feet from Reference Point "A"; thence departing said shoreline, N46°29'48"W, 379.46 feet; thence S43°44'38"W, 326.94 feet to a non–tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of S14°20'30"E, and a chord distance of 33.78 feet; thence Southerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to the point of tangency; thence S28°09'35"W, 80.51 feet; thence S42°50'59"W, 216.41 feet; thence S61°48'44"W, 54.34 feet; thence S71°06'37"W, 69.50 feet; thence S19°38'22"W, 67.17 feet; thence S21°20'32"W, 103.91 feet; thence S44°14'29"W, 119.55 feet; thence S56°00'29"W, 95.36 feet; thence S73°11'56"W, 38.88 feet; thence S85°27'07"W, 67.47 feet; thence N86°06'14"W, 89.73 feet; thence N82°32'42"W, 78.35 feet; thence S58°46'44"W, 19.83 feet; thence S33°13'45"W, 1.79 feet; thence S37°49'57"W, 49.01 feet; thence S54°19'58"E, 177.08 feet; thence S48°15'11"W, 128.20 feet; thence S30°52'34"E, 348.88 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 13 acres more or less and being subject to any rights–of–way, restrictions and easements of record.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 16–25–30	SECTION 16, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°35'11"E along the South line of the Northwest 1/4 of Section 16, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.01 10:23:47-04'00'

JAMES D. LEVINER *April 22, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 4/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

Printed: Tue 22–Apr–2025 – 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21–132(S8) Hilliard Isle CDD Parcel 2.dwg

F:\Proj2021\...\Legals\SL17719desc.docx

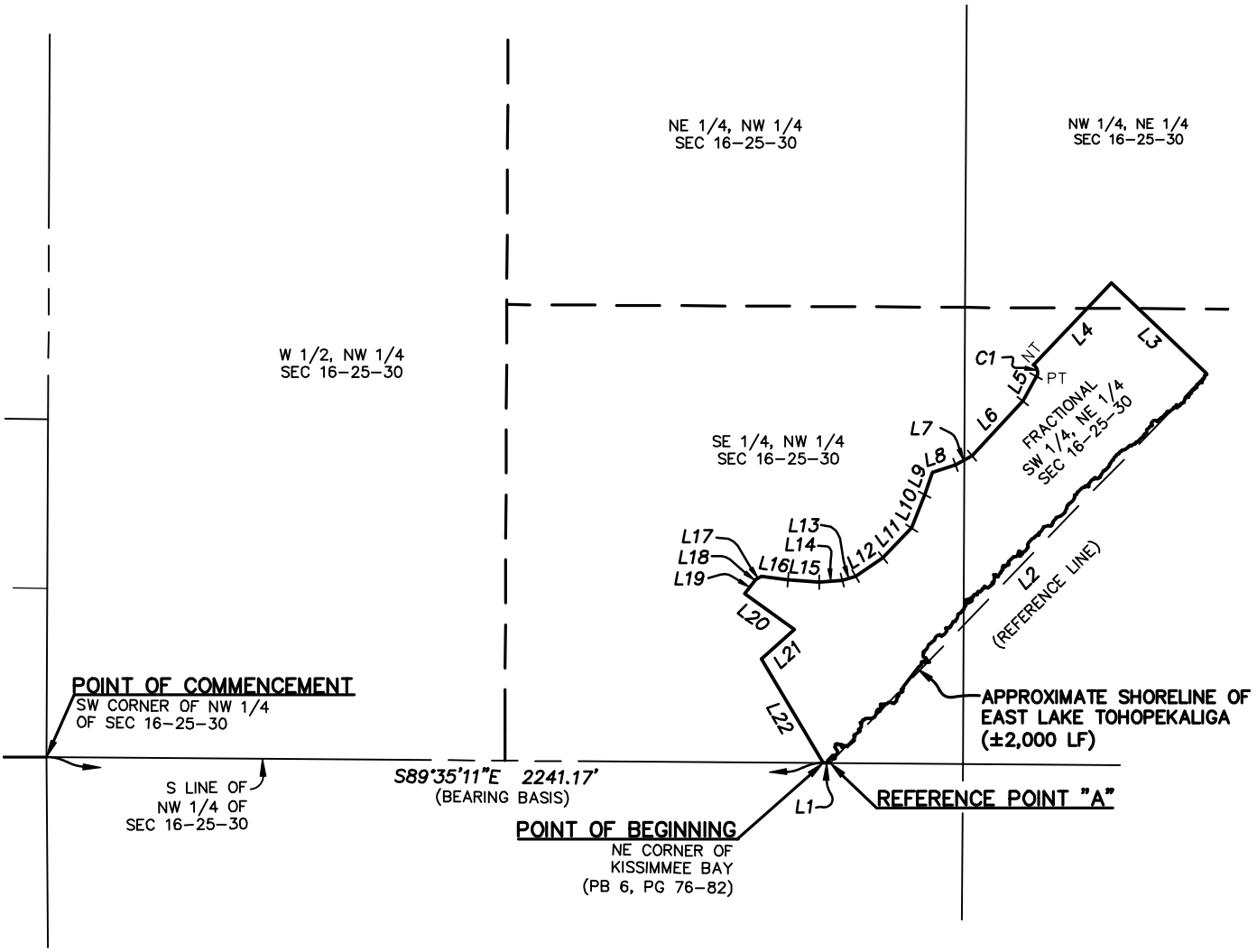
CS# 21–132(S8)

SKETCH OF DESCRIPTION

-SEE SHEET 1 DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 3 FOR LINE AND CURVE TABLES

500' 0 500'

Scale: 1" = 500'



BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	1"=500'	OF 3

1" = 500'

N

Printed: Tue 22-Apr-2025 - 11:59AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21-132(S8) Hilliard Isle CDD Parcel 2.dwg

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEET 2 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°35'11"E	19.10'
L2	N44°04'43"E	1563.92'
L3	N46°29'48"W	379.46'
L4	S43°44'38"W	326.94'
L5	S28°09'35"W	80.51'
L6	S42°50'59"W	216.41'
L7	S61°48'44"W	54.34'
L8	S71°06'37"W	69.50'
L9	S19°38'22"W	67.17'
L10	S21°20'32"W	103.91'
L11	S44°14'29"W	119.55'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L12	S56°00'29"W	95.36'
L13	S73°11'56"W	38.88'
L14	S85°27'07"W	67.47'
L15	N86°06'14"W	89.73'
L16	N82°32'42"W	78.35'
L17	S58°46'44"W	19.83'
L18	S33°13'45"W	1.79'
L19	S37°49'57"W	49.01'
L20	S54°19'58"E	177.08'
L21	S48°15'11"W	128.20'
L22	S30°52'34"E	348.88'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	85°00'11"	37.09'	S14°20'30"E	33.78'

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD PARCEL #2

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 3

SKETCH OF DESCRIPTION

-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates Inc.)

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

COMMENCE at the Northeast corner of said Section 8; thence S01°15'05"W along the East line of the Northeast 1/4 of said Section 8, 2692.18 feet to the Southeast corner of the Northeast 1/4 of said Section 8; thence departing said East line, S00°28'52"W along the West line of the Southwest 1/4 of said Section 9, 2680.10 feet to the Southwest corner of said Section 9 and the Northeast corner of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of the Public Records of Osceola County, Florida; thence departing said West line, S89°39'56"E along the South line of the Southwest 1/4 of said Section 9, 2643.99 feet to the Southeast corner of the Southwest 1/4 of said Section 9; thence departing said South line, S89°56'02"E along the South line of the Southeast 1/4 of said Section 9, 280.55 feet to the POINT OF BEGINNING; thence departing said South line, S00°00'00"E, 1116.57 feet; thence S46°29'48"E, 568.33 feet to the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northerly along said shoreline, 7250 feet, more or less to a point, lying N25°19'37"E, 3612.67 feet from Reference Point "A"; thence departing said shoreline, S51°10'08"W, 1088.54 feet; thence N90°00'00"W, 179.13 feet; thence N00°00'00"E, 197.79 feet; thence N90°00'00"W, 67.00 feet to a radial curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 35.36 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"W, 75.00 feet; thence S00°00'00"E, 156.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of N45°00'00"W, and a chord distance of 21.21 feet; thence Northwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"W, 335.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 21.21 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"W, 26.00 feet; thence N00°00'00"E, 15.00 feet; thence N90°00'00"W, 140.00 feet; thence S00°00'00"E, 481.00 feet; thence N90°00'00"W, 73.00 feet; thence S00°00'00"E, 629.00 feet; thence N90°00'00"W, 133.57 feet; thence S00°00'00"E, 46.86 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 61 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S01°15'05"W along the East line of Northeast 1/4 of Section 8-25-30, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
N/A	NOT APPLICABLE
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
(R)	RADIAL

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD F2

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

Digitally signed by James LeViner
DN: CN=James LeViner
Date: 2025.05.13 11:46:42-04'00'

JAMES D. LEVINER *May 13, 2025*
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

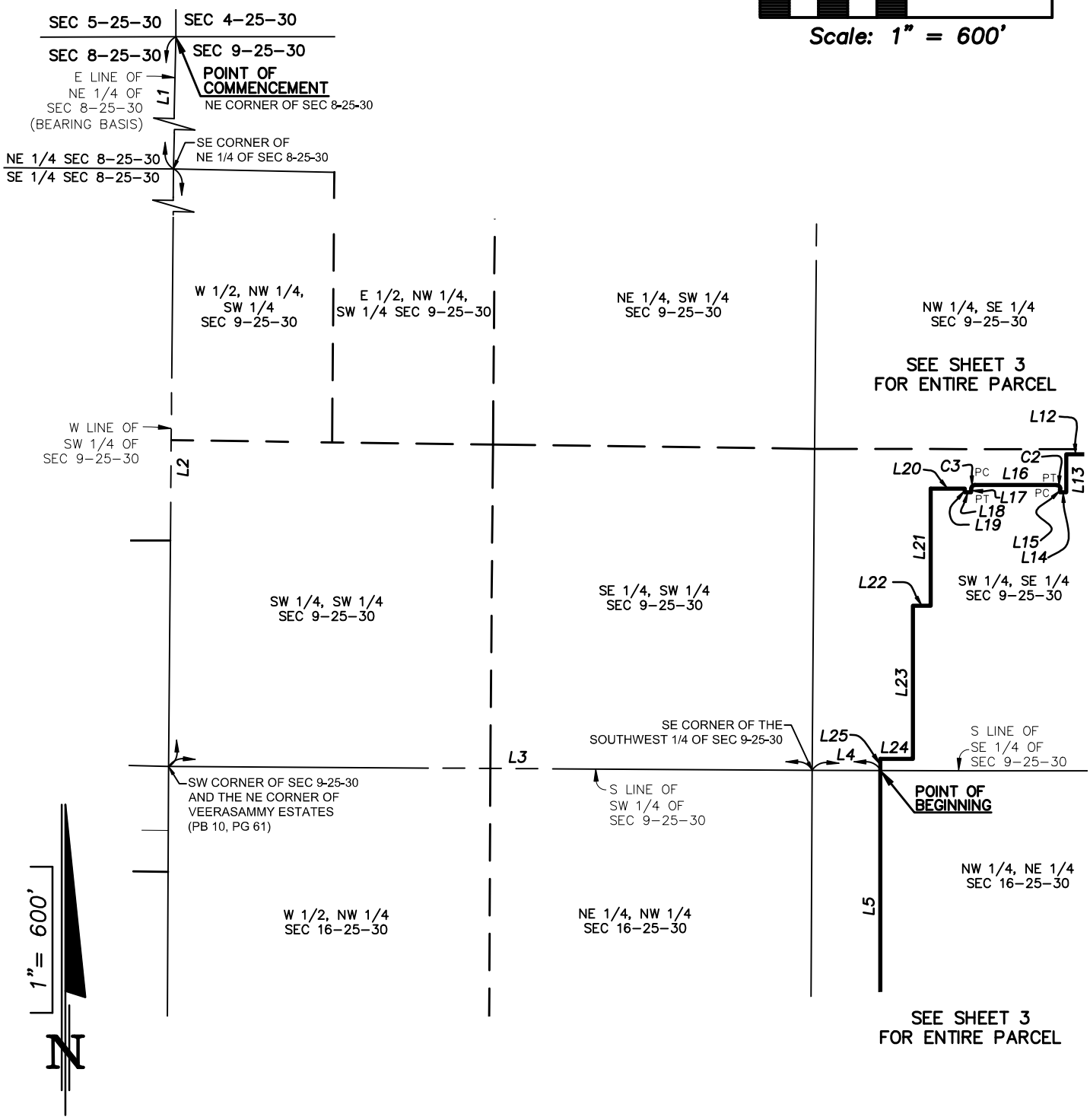
DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21–132(S10) Hilliard Isle CDD (F2).dwg

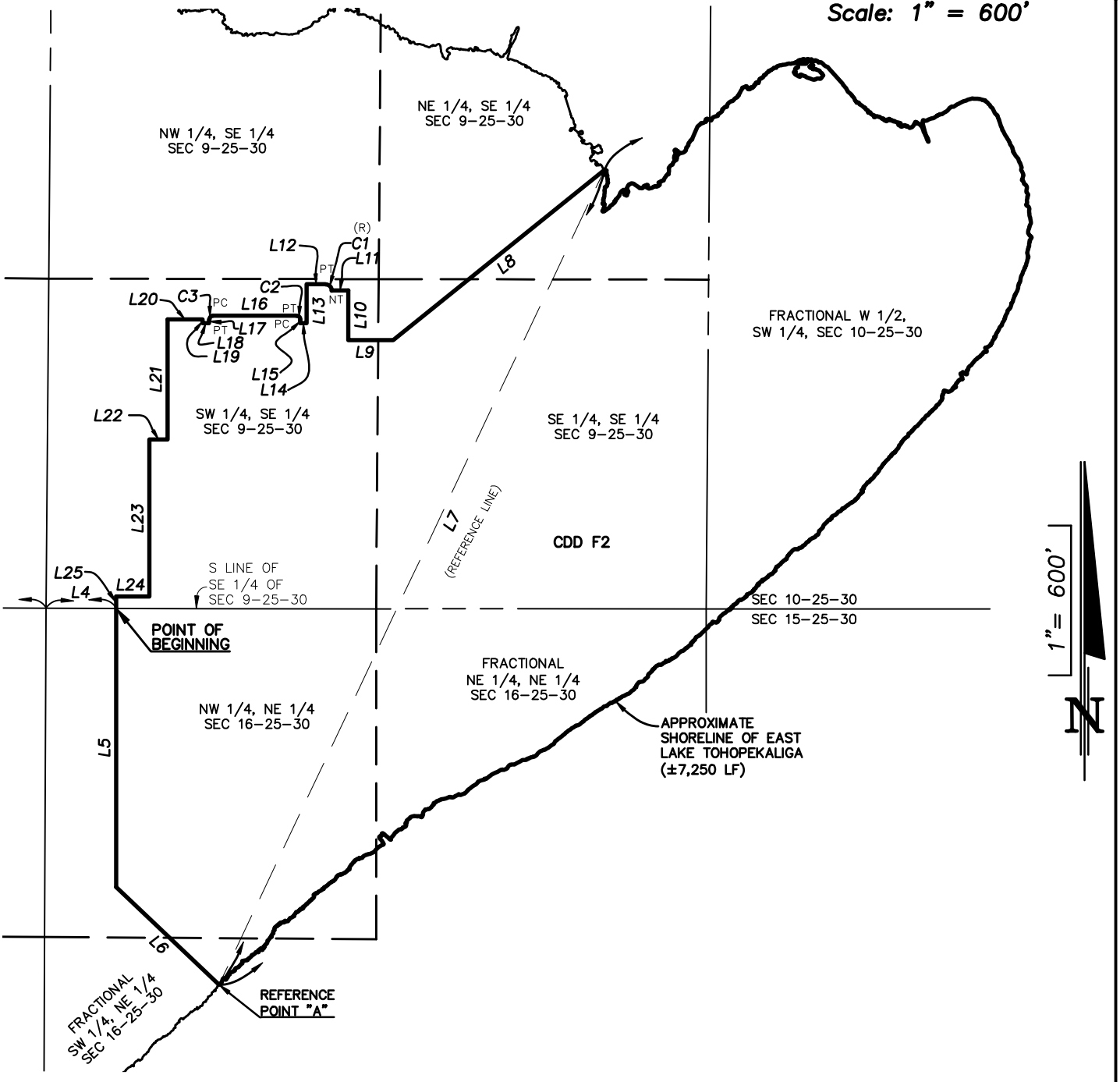
CS# 21–132(S10)

SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 2 – 3 FOR SKETCH
-SEE SHEET 4 FOR LINE AND CURVE TABLES

600' 0 600'

Scale: 1" = 600'



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 3
DATE: 5/2025	CHECKED BY: JDL	21667	1"=600'	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13-May-2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21-132(S10) Hilliard Isle CDD (F2).dwg

SKETCH OF DESCRIPTION

–SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
–SEE SHEETS 2 – 3 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°15'05"W	2692.18'
L2	S00°28'52"W	2680.10'
L3	S89°39'56"E	2643.99'
L4	S89°56'02"E	280.55'
L5	S00°00'00"E	1116.57'
L6	S46°29'48"E	568.33'
L7	N25°19'37"E	3612.67'
L8	S51°10'08"W	1088.54'
L9	N90°00'00"W	179.13'
L10	N00°00'00"E	197.79'
L11	N90°00'00"W	67.00'
L12	N90°00'00"W	75.00'
L13	S00°00'00"E	156.00'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N90°00'00"W	26.00'
L15	N00°00'00"E	15.00'
L16	N90°00'00"W	335.00'
L17	S00°00'00"E	15.00'
L18	N90°00'00"W	26.00'
L19	N00°00'00"E	15.00'
L20	N90°00'00"W	140.00'
L21	S00°00'00"E	481.00'
L22	N90°00'00"W	73.00'
L23	S00°00'00"E	629.00'
L24	N90°00'00"W	133.57'
L25	S00°00'00"E	46.86'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	N45°00'00"W	35.36'
C2	15.00'	90°00'00"	23.56'	N45°00'00"W	21.21'
C3	15.00'	90°00'00"	23.56'	S45°00'00"W	21.21'

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 4
DATE: 5/2025	CHECKED BY: JDL	21667	N/A	OF 4

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD F2

Printed: Tue 13–May–2025 – 11:42AM
C:\Users\jleviner\AppData\Local\Temp\AcPublish_24568\21–132(S10) Hilliard Isle CDD (F2).dwg

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Kutak Rock LLP - 189922
PO Box 10230
Tallahassee, FL 32302

Bill To:
Kutak Rock LLP - 189922
PO Box 10230
Tallahassee, FL 32302

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Hilliard Isles CDD Establishment Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 21 May 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 21 May 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

70641

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission of the City of Kissimmee to consider an ordinance filed by Pulte Home Company, LLC to establish the Hilliard Isle Community Development District (the "District") on **Tuesday, June 16, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. A first reading of the proposed ordinance will be held by the City Commission of the City of Kissimmee on **Tuesday June 2, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. The proposed ordinance to be discussed at the public hearing will be as follows:

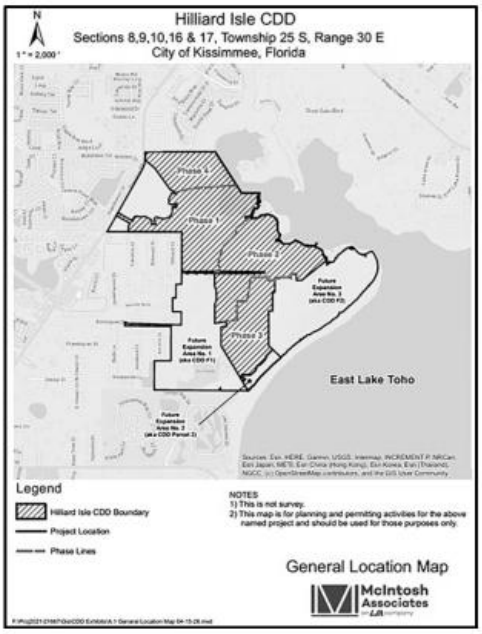
PROPOSED ORDINANCE 26-15: AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

The proposed District is comprised of approximately 451 acres, more or less, generally located east of Simpson Road and west of East Lake Toho. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including but not limited to, roadways, utilities, bridges/waterway crossing construction, stormwater management, landscaping, irrigation, and other infrastructure improvements.

Copies of the petition and the proposed ordinance are open to public inspection at the Office of the City Clerk located in the City Hall, 101 Church Street, Suite 500, Kissimmee, Florida 34741 from 8:00 a.m. to 5:00 p.m., Monday - Friday. Interested parties are invited to appear at the public hearing and be heard with respect to the proposed ordinance. To submit a written comment in advance of the hearing, email your name and comment by 12:00 p.m., June 15, 2026 to CityClerkEmail@kissimmee.org.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the proposed Ordinance. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the City Commission with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based. The City of Kissimmee does not provide a written verbatim record.

Under the Americans with Disabilities Act, anyone who requires an ADA qualified accommodation to participate in this proceeding should contact the ADA Coordinator, Ramy Kamal, by phone at (407) 518-2273 at least 48 hours prior to the proceeding. Reasonable accommodations will be provided at no cost to the requester. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance. Any person who may seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting is responsible for making a verbatim record of the proceeding, to include the testimony and evidence upon which any such appeal is to be based



70641

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Kutak Rock LLP - 189922
PO Box 10230
Tallahassee, FL 32302

Bill To:
Kutak Rock LLP - 189922
PO Box 10230
Tallahassee, FL 32302

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Hilliard Isles CDD Establishment Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 28 May 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 28 May 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

70707

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission of the City of Kissimmee to consider an ordinance filed by Pulte Home Company, LLC to establish the Hilliard Isle Community Development District (the "District") on **Tuesday, June 16, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. A first reading of the proposed ordinance will be held by the City Commission of the City of Kissimmee on **Tuesday June 2, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. The proposed ordinance to be discussed at the public hearing will be as follows:

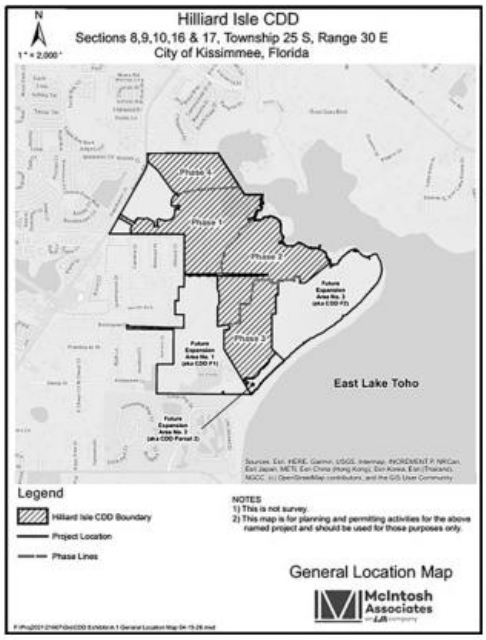
PROPOSED ORDINANCE 26-15: AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

The proposed District is comprised of approximately 451 acres, more or less, generally located east of Simpson Road and west of East Lake Toho. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including but not limited to, roadways, utilities, bridges/waterway crossing construction, stormwater management, landscaping, irrigation, and other infrastructure improvements.

Copies of the petition and the proposed ordinance are open to public inspection at the Office of the City Clerk located in the City Hall, 101 Church Street, Suite 500, Kissimmee, Florida 34741 from 8:00 a.m. to 5:00 p.m., Monday - Friday. Interested parties are invited to appear at the public hearing and be heard with respect to the proposed ordinance. To submit a written comment in advance of the hearing, email your name and comment by 12:00 p.m., June 15, 2026 to CityClerkEmail@kissimmee.org.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the proposed Ordinance. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the City Commission with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based. The City of Kissimmee does not provide a written verbatim record.

Under the Americans with Disabilities Act, anyone who requires an ADA qualified accommodation to participate in this proceeding should contact the ADA Coordinator, Ramy Kamal, by phone at (407) 518-2273 at least 48 hours prior to the proceeding. Reasonable accommodations will be provided at no cost to the requester. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance. Any person who may seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting is responsible for making a verbatim record of the proceeding, to include the testimony and evidence upon which any such appeal is to be based



70707

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Kutak Rock LLP - 189922
PO Box 10230
Tallahassee, FL 32302

Bill To:
Kutak Rock LLP - 189922
PO Box 10230
Tallahassee, FL 32302

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Hilliard Isles CDD Establishment Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 4 Jun 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 4 Jun 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

70715

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission of the City of Kissimmee to consider an ordinance filed by Pulte Home Company, LLC to establish the Hilliard Isle Community Development District (the "District") on **Tuesday, June 16, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. A first reading of the proposed ordinance will be held by the City Commission of the City of Kissimmee on **Tuesday June 2, 2026 at 6:00 p.m.** in the City Hall Commission Chambers, 101 Church Street, Kissimmee, Florida 34741. The proposed ordinance to be discussed at the public hearing will be as follows:

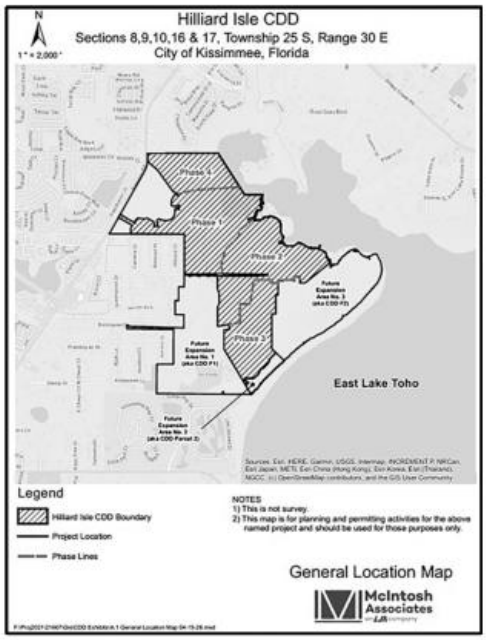
PROPOSED ORDINANCE 26-15: AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

The proposed District is comprised of approximately 451 acres, more or less, generally located east of Simpson Road and west of East Lake Toho. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including but not limited to, roadways, utilities, bridges/waterway crossing construction, stormwater management, landscaping, irrigation, and other infrastructure improvements.

Copies of the petition and the proposed ordinance are open to public inspection at the Office of the City Clerk located in the City Hall, 101 Church Street, Suite 500, Kissimmee, Florida 34741 from 8:00 a.m. to 5:00 p.m., Monday - Friday. Interested parties are invited to appear at the public hearing and be heard with respect to the proposed ordinance. To submit a written comment in advance of the hearing, email your name and comment by 12:00 p.m., June 15, 2026 to CityClerkEmail@kissimmee.org.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the proposed Ordinance. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the City Commission with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based. The City of Kissimmee does not provide a written verbatim record.

Under the Americans with Disabilities Act, anyone who requires an ADA qualified accommodation to participate in this proceeding should contact the ADA Coordinator, Ramy Kamal, by phone at (407) 518-2273 at least 48 hours prior to the proceeding. Reasonable accommodations will be provided at no cost to the requester. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance. Any person who may seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting is responsible for making a verbatim record of the proceeding, to include the testimony and evidence upon which any such appeal is to be based



70715

COMMISSION MEETING ACTION SUMMARY
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 2, 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 2026 Fair Housing Drawing Contest

3.B Proclamation — National Homeownership Month

3.C Employee of the Month for June

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing — Final Reading - Proposed Ordinance #26-06 - Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Industrial Business (IN): Hoagland Rd. Future Land Use Map Amendment - LUPA-25-0002

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND 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.

Motion to approve the Public Hearing and adopt Ordinance # 3137 Passed.

4.B Public Hearing — Final Reading - Proposed Ordinance #26-07 — Amending the Zoning Map designation from Agricultural Conservation (AC) to Industrial Business (IB): Hoagland Rd. Zoning Map Amendment - ZMA-25-0004

AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Motion to approve the Public Hearing and adopt Ordinance # 3138 Passed.

4.C Public Hearing — First Reading - Proposed Ordinance #26-08 — Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS): Hoagland Rd. Future Land Use Map Amendment - LUPA-25-0009

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND 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.

Motion to approve the Public Hearing and First Reading of Proposed Ordinance #26-08 Passed.

4.D Public Hearing - First Reading - Proposed Ordinance #26-15 - An Ordinance establishing the Hilliard Isle Community Development District (CDD)

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve the Public Hearing and First Reading of Proposed Ordinance #26-15 Passed.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

7. CONSENT AGENDA

7.A City Commission Minutes from the May 19, 2026, Meeting

Motion to approve Passed.

7.B Easement Agreements for Woodside Drainage & Utility Phase 2

Motion to approve Passed.

7.C Professional Services for National Pollutant Discharge Elimination System

Motion to approve Passed.

7.D 3-Year HOME Program Consortia Renewal (FYs 2027, 2028, and 2029)

Motion to approve Passed.

7.E Approval of an Election Administration Policy

Motion to approve Passed.

7.F Second Extension of Continuing Surveying Services Contracts

Motion to approve Passed.

7.G Construction Services for the Chambers Park Phase 2 Project

Motion to approve Passed.

7.H Tohopekaliga Water Authority Developer’s Service Agreement

Motion to approve Passed.

7.I Acceptance of funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Motion to approve Passed.

8. DISCUSSION ITEMS

8.A Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

Motion to accept the complaint and hold it until the ordinance has been amended Failed.

8.B Advisory Board Vacancy: Planning Advisory Board

Motion to appoint Martin Levert to the Planning Advisory Board Passed.

8.C Kissimmee Utility Authority (KUA) Board Appointment

Commission Consensus to invite the top two finalist, Javin Lopez and Jordan White to participate in a second round of interviews.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

Motion to adjourn the meeting Passed.

Meeting adjourned at 6:54 p.m.

ITEM 5.A

Public Hearing — Amendment to the Section 108 Loan Application, Substantial Amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan, and Accompanying Resolution

Request

Requesting approval for the amendment to the Section 108 Loan Application amount, the substantial amendment to the 2025-2029 Consolidated Plan, the 2025 Annual Action Plan, and the associated resolution.

Explanation

On January 20, 2026, the City Commission approved the intent to submit a Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD) for funding to support the rehabilitation of the Haven on Vine Apartments. The original application, approved by the City Commission through a Substantial Amendment process, requested $3,000,000. Following approval, a revision to the project scope is necessary to include the installation of a main fire line required for this type of housing. This additional requirement is expected to increase project costs by up to $1,000,000, bringing the total loan request to $4,000,000.

Repayment of the loan may be supported by future Community Development Block Grant (CDBG) funds and any program income generated by the property. To accommodate this funding request, a Second Substantial Amendment to the City's 2025–2029 Consolidated Plan and the 2025 Annual Action Plan is required to amend the Section 108 loan amount.

Recommendation

Approve the amendment to the Section 108 Loan Application amount, the substantial amendment to the 2025-2029 Consolidated Plan, the 2025 Annual Action Plan, and the associated resolution.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):

1. (S) AMENDED RES adopting the Second Amendment of the 2025-2029 Consolidated Plan and the PY25 CDBG Action Plan
2. Kissimmee - Section 108 Loan Guarantee Application (r.6.12.26)
3. Public Notice 5.7.26

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY OF KISSIMMEE, AMENDING THE ADOPTED 2025-2029 CONSOLIDATED PLAN AND PROGRAM YEAR (PY) 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ONE-YEAR ACTION PLAN (2nd AMENDMENT); AUTHORIZING SUBMISSION OF THE AMENDED ACTION PLAN TO OSCEOLA COUNTY FOR INCLUSION IN THE JOINT OSCEOLA COUNTY HOME CONSORTIUM 2025-2029 CONSOLIDATED PLAN AND THE AMENDED PY 2025 ONE-YEAR ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee (the "City") is a Community Development Block Grant (CDBG) entitlement jurisdiction and a member of the Osceola County HOME Consortium for receipt of HOME Investment Partnerships (HOME) Program funding; and

WHEREAS, the City Commission seeks to obtain CDBG and HOME funds in order to administer its CDBG and HOME programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities to annually submit a new Consolidated Plan every five years and a One-Year Action Plan that meets the requirements of applicable federal regulations; and

WHEREAS, the City of Kissimmee is a member of the Osceola County HOME Consortium, and only receives direct allocations of Community Development Block Grant Program funding, much of the data and assessment of our jurisdictions housing needs are more thoroughly explained in the Osceola County HOME Consortium 2025-2019 Consolidated Plan; and

WHEREAS, the City has prepared an amended 2025-2029 Consolidated Plan and PY25 One-Year Action Plan for use of its CDBG funds.

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

Section 1: The Amended 2025-2029 Consolidated Plan and PY25 One-Year Action Plan, attached hereto, is hereby approved.

Section 2: The City is hereby authorized to submit said Amended 2025-2029 Consolidated Plan and PY25 One-Year Action Plan to Osceola County for inclusion in the Osceola County HOME Consortium 2025-2029 Consolidated Plan and PY25 One-Year Action Plan; and to submit the City's 2025-2029 Amended Consolidated Plan and

PY25 One-Year Action Plan as its request and approval for CDBG and HOME program funding from HUD.

Section 3: The Development Services Department is hereby authorized to administer said CDBG and HOME programs, Action Plans, and Citizen Participation Plans.

Section 4: This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED in Regular Session this 16th day of June, 2026.

Attest:

City Commission
City of Kissimmee, Florida

Tameara Crespo
City Clerk

Jackie Espinosa
Mayor-Commissioner

Approve as to form and legality

City Attorney Date



SECTION 108 LOAN GUARANTEE APPLICATION - REHABILITATION OF THE HAVEN ON VINE PROJECT

Submitted to HUD
June 2026

CITY OF KISSIMMEE
1883

CITY OF KISSIMMEE
SECTION 108 LOAN GUARANTEE APPLICATION
REHABILITATION OF THE HAVEN ON VINE PROJECT

I. PROJECT INFORMATION

The City of Kissimmee considers Haven on Vine as a critical investment in the future of Kissimmee. Through thoughtful redevelopment and much collaboration with our community partners, this project will not only provide safe, stable housing but also empower residents with the tools they need to achieve long-term success. This project is aligned with key City priorities related to:

- Expanding affordable housing options
- Preventing and reducing homelessness
- Promoting housing stability through supportive services
- Rehabilitating and reusing underutilized properties for community benefit

Project Summary

The City of Kissimmee is undertaking a transformative redevelopment of the former Super 8 motel and adjacent apartments into Haven on Vine, a mixed-use affordable and supportive housing community. This project directly addresses the City's urgent needs related to homelessness, housing insecurity, and the shortage of affordable housing for low- and moderate-income individuals and families.

Originally constructed in the late 1960s and early 1970s, the property consists of 123 total units—83 motel rooms built in 1972 and 40 apartments built in 1966. Upon completion, Haven on Vine will offer a mix of studio apartments, two-bedroom units, and emergency beds, along with integrated supportive services designed to promote long-term housing stability.

Location and Description

The project involves three parcels located in Kissimmee, Osceola County, Florida, in the vicinity of West Irlo Bronson Memorial Highway (US Highway 192) and Hollywood Street:

Parcel One:
Address: 1815 West Vine Street, Kissimmee, FL 34741
Location: Northwest corner of West Irlo Bronson Memorial Highway and Hollywood Street
Improvement: Constructed in 1972

Parcel Two:
Location: Along Hollywood Street, just north of West Irlo Bronson Memorial Highway
Use: Existing multifamily residential property
Units: 40
Improvement: Constructed in 1966

DRAFT

Parcel Three:
Location: South side of Hollywood Street, north of West Irlo Bronson Memorial Highway
Use: Two buildings not currently in operation
Improvement: Constructed in 1973

The legal descriptions are included as Exhibit A.

Project Objectives

The City of Kissimmee acquired and, as the owner, plans to rehabilitate this project with the following objectives:

- Increase the supply of affordable housing for low- and moderate-income residents.
- Provide bridge housing and critical services to individuals experiencing homelessness.
- Renovate existing structures to meet modern building codes and safety standards.
- Establish a centralized location for supportive services to enhance residents' well-being and self-sufficiency.

Scope of Work

The City's redevelopment plan includes the following components:

1. Phase 1
    - 40 existing motel units will be converted into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom. These units will be designated for bridge housing, providing short-term shelter with wraparound services for individuals experiencing homelessness.
    - A standalone building, formerly a fitness center, will be converted into office space for the bridge housing and the on-site service providers. This space will serve as the hub for the City's social services partners delivering case management, mental health support, job readiness training, and more.
2. Phase 2
    - The 40 existing apartment units will undergo extensive renovation to meet current building and safety codes, improving livability and energy efficiency.
3. Phase 3
    - 40 existing motel units will be converted into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom.
    - Office and Administrative Space Renovation/Pool conversion into open space:
        - Existing office area on the property will be rehabilitated.

DRAFT

- The existing pool area will be filled in and transformed into an open green space.

Supportive Services and Community Partnerships

A defining feature of Haven on Vine is the integration of supportive services, provided through the City's strategic partnerships with local nonprofits, housing advocates, and public agencies. Services will include:

- Case management and housing navigation
- Mental health counseling and substance use support
- Employment and job readiness programs
- Financial literacy and tenant education

These services will be offered on-site and tailored to meet the individualized needs of residents, particularly those in the bridge housing units.

Target Population

Haven on Vine will serve a diverse population that includes:

- Individuals and families experiencing homelessness
- Low-income households
- Residents at risk of housing displacement due to economic hardship

Anticipated Outcomes

- Creation of 83 new studio apartments with enhanced amenities
- Renovation of 40 apartment units for permanent housing
- Establishment of 40 bridge housing units with case-managed supportive services
- Improved access to integrated services leading to increased housing stability and self-sufficiency
- Strengthened community response to homelessness and housing insecurity

Public Participation Process

Public Hearing required for the Section 108 Loan Guarantee application:

The new City of Kissimmee Public Participation Plan that outlines the citizen participation process for the Loan Guarantee Assistance will be presented to the City Commission for approval during a public hearing on August 5, 2025. The Plan requires that a public hearing take place for the purpose of obtaining the views of the citizens and responding to questions on the application.

The City plans to work with HUD staff for the review of the draft Section 108 Loan Guarantee application. Once the draft application is finalized, it will be available for public review and comment during a 30-day public comment period before the public hearing for the Section 108 Loan Guarantee application. Copies of the final application will be

DRAFT

available to the public and may be obtained at the City of Kissimmee Development Services Department - Housing and Community Development Division, and/or on the city's website.

Public Hearing required for the Substantial Amendment Process:
The new 5-Year Consolidated Plan for 2025-2029 and the Annual Action Plan for 2025-2026 will be presented to the City Commission for approval during a public hearing on August 5, 2025. After the initial approval of the plans, a Substantial Amendment will be required to include the Section 108 Loan Guarantee. The amendment process includes a 30-day comment period and a public hearing. The City will hold a joint public hearing to present the Section 108 Loan Guarantee application and the substantial amendments to the 5-Year Consolidated Plan for 2025-2029 and the Annual Action Plan for 2025-2026.

The Loan Guarantee Assistance application will not be submitted to HUD until the 30-day public comment period is completed. Below is a detailed proposed timeline for the submittal of the HUD guaranteed financing and/or expected closing date of the local loan:

Public Comment Period (original)	Dec 19, 2025-Jan 17, 2026
Public Hearing: Application and Substantial Amendments	January 20, 2026
Public Comment Period (amendment)	May 8–June 8, 2026
Public Hearing: Application and Substantial Amendments	June 16, 2026
Submit the application to HUD for review and approval	June 18, 2026
HUD review of application (60 days)	June 19–August 17, 2026
Expected closing date of local loan	August 31, 2026
Start work covered under Section 108 application	September 1, 2026

Estimated timeline for project

The construction agreement with Noble Construction is expected to be presented to the Kissimmee City Commission at their regular meeting on August 5, 2025. For the purposes of construction, the project has been divided into three phases:

Phase 1 – Bridge Housing (units and social services building): Includes the conversion of 40 units into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom as well as the rehabilitation of the standalone building, formerly a fitness center) that will be used as the office space for the bridge housing and the on-site service providers. Expected start date: **August 6, 2025**.

Phase 2 – Apartments: Includes the rehabilitation of existing apartment units. Expected start date: **August 6, 2025**.

Phase 3 (Section 108) – Motel room conversion and office and administrative space renovation, pool conversion, community garden, and playground: Includes the conversion of 43 units into fully functional studio apartments, each featuring a kitchenette and a

DRAFT

renovated bathroom as well as the office and administrative space renovation, pool conversion, community garden, and playground. Expected start date: **Soon after the execution of the federal guarantee for the City's promissory note – September 1, 2026.**

Environmental Review Process

The environmental review process for this project has been completed. The project received its Authority to Use Grant Funds (AUGF) on December 11, 2023. According to the AUGF letter, the grant condition requiring the project to be environmentally cleared prior to the commitment of program funds was removed on November 15, 2023. The environmental review encompassed all components of the project, including the rehabilitation portion, which has an estimated cost of $5 million.

Temporary Relocation

The Haven on Vine Apartments are currently occupied. As part of the ongoing redevelopment, the City has adopted a Temporary Relocation Plan for this project, which will be followed during Phase 3 of construction.

During Phase 3, tenants living in the 43 motel units slated for conversion into studio apartments will be temporarily displaced. According to the Relocation Plan, these tenants will be relocated on-site to the newly renovated studio apartments completed during Phase 1 of the project.

Once Phase 3 is complete, the tenants will be relocated back to their original units. The City has allocated budget funds to cover all moving costs for affected tenants.

A copy of the Temporary Relocation Plan is included as Exhibit B (Appendix 1-16).

II. FORM OF ASSISTANCE

The City will utilize the funds itself and carry out the activity through the use of contractors.

III. ORGANIZATIONAL ARRANGEMENTS

The City of Kissimmee, owner of the property, is responsible for the rehabilitation of the Haven on Vine project.

A project team, known as the Haven on Vine Project Team, has been established and is composed of key City staff to oversee the rehabilitation process. The Public Works Department is responsible for managing the rehabilitation, including oversight of the project schedule, budget, procurement process, general contractor performance, payment processing, and inspections. The Housing and Community Development Division ensures compliance with all applicable HUD regulations throughout the duration of the project.

The City conducted a Request for Proposal (RFP) process to solicit bids for the project. Noble Construction was selected based on their strong construction background and relevant experience. The company has also demonstrated a willingness to collaborate with

DRAFT

the City on potential scope adjustments to help ensure the project remains financially manageable.

IV. FINANCIAL UNDERWRITING

The City originally intended to utilize the following funding sources to carry out the Haven on Vine project: the American Rescue Plan (ARP), Community Project Funding (CPF), HOME Investment Partnerships Program (HOME), HOME Investment Partnerships American Rescue Plan (HOME-ARP), and Community Development Block Grant (CDBG) funds.

However, based on the quote submitted by Noble Construction—the selected contractor for the project—we have identified a funding shortfall. In order to complete the project in its entirety and avoid phasing it over time, the City has decided to submit this application for additional funding through the Section 108 Loan Guarantee Program.

The detailed scheduled provided by Noble Construction in their response of the City's Request for Proposals is included as Exhibit C.

Sources and Uses Statement

Sources	
CPF	$1,800,000.00
State of FL – Dept of Commerce	$ 50,000.00
HOME 2023-2024	$ 217,088.00
CDBG 2018-2019	$ 102,718.00
CDBG 2020-2021	$ 170,750.00
CDBG 2021-2022	$ 139,800.00
CDBG 2022-2023	$ 331,327.00
CDBG 2023-2024	$ 265,813.00
CDBG 2024-2025	$ 210,541.00
CDBG 2025-2026	$ 500,000.00
HOME-ARP	$ 200,000.00
Section 108	$4,000,000.00
	$7,988,037.00

Uses	
Motel Room Conversion – 43 units/ Office and Administrative Space Renovation	$2,670,000.00
Motel Room Conversion – 40 Units	$1,850,000.00
Apartments – 40 units	$1,200,802.00
Pool Conversion into Green Space	$ 65,000.00
Social Services Center	$ 200,000.00
Community Garden	$ 10,000.00
Playground	$ 60,000.00
Relocation	$ 200,000.00

DRAFT

Infrastructure Improvements	$1,000,000.00
Misc. site improvements/contingency	$ 148,669.39
Section 108 Financing Fee (.58%)	$ 46,330.61
	$7,988,037.00

Specific Uses of Section 108 funds

	Amount
Motel Room Conversion – 43 units/ Office and Administrative Space Renovation	$2,670,000.00
Pool Conversion into Green Space	$ 65,000.00
Community Garden	$ 10,000.00
Playground	$ 60,000.00
Infrastructure Improvements	$1,000,000.00
Misc. site improvements/ contingency (whole project)	$ 148,669.39
Section 108 Financing Fee	$ 46,330.61
TOTAL	**$4,000,000.00**

Please note that the City of Kissimmee reserves the right to amend the project budget and reallocate funds among eligible uses, as necessary. Due to the evolving nature of the project and the number of variables involved, some items may be donated or otherwise provided to the City at no cost, which may necessitate budget modifications.

Proposed and committed sources of project financing

Community Program Funding (2024) – In Fiscal Year 2024, under guidelines issued by the Appropriations Committee, Congressman Darren Soto secured $1,800,000 in funding for the Kissimmee Hotel-Conversion Affordable Housing project. These funds are currently available for use.

State of FL – Dept of Commerce -The City of Kissimmee received $500,000 from the State of Florida Department of Commerce for the Haven on Vine Apartments. Of that amount $50,000 has been allocated for the rehabilitation of the project.

HOME Investment Partnerships (HOME) Program - The HOME program, administered by the U.S. Department of Housing and Urban Development (HUD), provides federal funds to support the creation and preservation of affordable housing. The City of Kissimmee participates in the Osceola HOME Consortium, with Osceola County serving as the lead agency. The City receives a portion of HOME funds allocated to the County.

Currently, the City had unencumbered HOME funds totaling $217,088 from Fiscal Year (FY) 2023-2024. These funds are planned to be re-allocated to the Rental Development category to support the rehabilitation of the Haven on Vine Apartments. A Substantial Amendment was approved by the Kissimmee City Commission on October 7, 2025.

Community Development Block Grant (CDBG) program – The City of Kissimmee, as a HUD Entitlement Community, receives Community Development Block Grant (CDBG)

DRAFT

funds to support housing, living environments, and economic opportunities for low- and moderate-income residents. Currently, the City has allocated $1,720,949 in CDBG funds from FYs 2018-2019, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026.

HOME Investment Partnerships American Rescue Plan (HOME-ARP) program – The HOME-ARP program provides funding to HOME Participating Jurisdictions to reduce homelessness, increase housing stability, and offer supportive services to individuals experiencing homelessness, those at risk of homelessness, and other vulnerable populations. The City of Kissimmee has allocated $200,000 for the rehabilitation of the existing building that will house the management and social services for the non-congregate shelter, which is part of the Haven on Vine project.

Information on estimated revenue and operating expenses

The pro forma is included as Exhibit D. A copy of the Program Income Plan is attached as Exhibit E.

Repayment source(s) for Section 108 loan and collateral

The City of Kissimmee intends to leverage current and future CDBG allocations for the repayment of the funds borrowed under the Section 108 program. In addition, project revenues as well as other future local resources may be also used to pay for the Section 108 loan.

Requested Term of Assistance: 20 years

Collateral: The City's future Community Development Block Grant (CDBG) funds. As a secondary method of payment, if needed, the property—on which HUD holds the sole lien—are being pledged as security for the loan. A copy of the appraisal will be provided prior to funding.

Repayment Schedule: The City proposes to use a standard amortization schedule with equal quarterly payments over the full 20-year term to pay down both the principal and interest.

V. PROGRAM REQUIREMENTS

The rehabilitation of the Haven on Vine qualifies under the Community Development Block Grant (CDBG) program by meeting both the Eligibility criteria and the National Objectives.

Eligibility: Rehabilitation of publicly owned residential buildings:

The CDBG program allows for the use of funds to rehabilitate existing housing, including rental properties that serve low-to-moderate income individuals and families. The proposed rehabilitation activities will ensure that the Haven on Vine project meet minimum habitability standards.

National Objective: Benefit Low- and Moderate- Income Persons (LMI)

DRAFT

The housing category of LMI benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households. The Haven on Vine project provides rental housing for individuals and families who are homeless or at risk of homelessness. All households residing in the development must meet income eligibility guidelines, with annual incomes not exceeding 80% of the area median income (AMI). (570.208(a)(3))

Eligible Section 108 activity categories

The following activities in the Haven on Vine project will be carried out with Section 108 funds:

- Housing rehabilitation eligible under 570.202 (570.703(h))
- Payment of fees charged by HUD pursuant to 570.712 (570.703(n))

DRAFT

EXHIBIT A
Legal Descriptions

Tract 1: (Fee Simple Estate)

Being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 25 South, Range 29 East. in the County of Osceola. State of Florida, described as follows: Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 16, said point lying on the center line of Vine Street 1334.14 feet

Easterly of the centerline of Thacker Avenue, thence along the Easterly line of the Southwest 114 of the Southwest 1/4 of said Section 16, North 00°04'29" West 53.00 feet to the Northerly line of Vine Street, thence along said Northerly line of Vine Street West 319.00 feet. thence North 00°04'29" West 210.00 feet the true Point of Beginning; thence continuing North 00°04'29" West 318.39 feet to the Southerly right-of-way line of Hollywood Drive 50.00 feet wide; thence along said Southeasterly right-of-way line South 43°16'00" West 437.55 feet; thence East 299.99 feet to the Point of Beginning.

Tract 4: (Fee Simple Estate)

Lots 8 through 19. of Block D, of Green Acres, according to the map or plat thereof as recorded in Plat Book 1, Page 361. Public Records of Osceola County, Florida.

Tract 5: (Non-Exclusive Easement Estate)

TOGETHER WITH: Non-Exclusive Easement(s) as set forth and created by that certain Mutual Grant of Easement and Declaration of Covenant Agreement recorded April 21, 2015 in Official Records Book 4767. Page 240. Public Records of Osceola County, Florida, over, under and across the lands described therein.

DRAFT

EXHIBIT B
Temporary Relocation Plan

I. INTRODUCTION

The City of Kissimmee ("City") to meet the housing needs of the residents of Osceola County acquired a former Super 8 Motel, located at 1815 West Vine Street on June 6, 2023. The property was purchased to provide permanent, affordable housing to households earning less than 80% of the area median income and to provide temporary housing in the form of a non-congregate shelter facility for homeless individuals.

The property was initially purchased using various funding sources, including federal funds. A separate Relocation Plan was prepared to address the relocation efforts associated with the acquisition. The City collaborated with staff from the U.S. Department of Housing and Urban Development (HUD) and ICF International, LLC in the development of that Plan.

As the City now moves into the Rehabilitation phase of the project, temporary relocation will be required. With the continued assistance of ICF International, LLC, the City has prepared this updated Relocation Plan to address the relocation needs specific to this phase. **No households are expected to be displaced as no households are over income or overcrowded, and the anticipated availability of vacant units within the buildings.**

The relocation plan will detail how tenants who will be temporarily relocated during the rehabilitation of the property. The relocation plan sets forth how the City will minimize, to the greatest extent feasible, the hardships to those households currently living in the property, including:

- Providing uniform, fair and equitable treatment of persons who will be required to move temporarily in connection with the rehabilitation project;
- Ensuring relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement; and
- Ensuring that no individual or family is displaced unless decent, safe, and sanitary housing is available within their financial means.

The Uniform Relocation Act ("URA") requires that temporary relocation, as well as permanent displacement, include advisory services, reimbursement for moving and related expenses, and relocation assistance. To this end, the Relocation Plan for the rehabilitation of the Haven at Vine Apartments shall serve as evidence the City will comply with all provisions of URA.

DRAFT

A. The Development

The subject property is located within proximity to the West Vine Street corridor. To the north of the subject property, across Bronson Drive, is a single-family residential development. To the south of the subject property is a shopping center that is inclusive of a dry-cleaning business and coin laundry. To the northeast of the subject property are fourplex residential apartments and Meadow Drive. To the east of the subject property across Hollywood Street is an IHOP restaurant and pawnshop. To the west of the subject property is a single-family home, a KFC restaurant, and North Thacker Avenue.



The subject development consists of three separate buildings.

- Building A is located on the northwest corner of West Vine Street and Hollywood Street. This location benefits from having a frontage along one of the area's primary corridors, West Vine Street. The building was constructed in 1972 and has been renovated multiple times throughout its history, most recently in 2023. Building A contains 43 rooms situated across two floors. The parcel for Building A contains a total of 0.83 acres.

- Building B sits on a non-contiguous parcel and is a 40-room exterior corridor hotel and on-site building. These buildings are located on the south side of Hollywood Street, just north of West Vine Street. Building B was constructed in 1973. At the time of the City's purchase of the property, the units are vacant pending completion of renovations.

- Building C is located along Hollywood Street, just north of West Vine Street (US Highway 192) and is an existing multifamily property containing 40 two-bedroom dwelling units. The site consists of 2.04 acres. The improvements were constructed in 1966.

B. Scope of work

The City's redevelopment plan scope of work includes the following components:

1. Motel Room Conversion:

   - 83 existing motel units will be converted into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom. (Buildings A and C)

   - 40 of these units will be designated for bridge housing, providing short-term shelter with wraparound services for individuals experiencing homelessness. (Building C)

2. Apartment Rehabilitation:

   - The 40 existing apartment units will undergo renovations to meet current building and safety codes, improving livability and energy efficiency. (Building B)

   - 3 of the existing apartment units will be converted to meet the accessibility standards of the Americans with Disabilities Act (ADA), ensuring they are physically accessible for people with disabilities.

Most tenants in Building B will not be significantly affected by the unit rehabilitation and, therefore, will not require relocation. Only one tenant will need to be temporarily relocated, and they will be accommodated in another vacant unit within Building B.

However, the rehabilitation phase for the motel room conversion will require temporary relocation of existing occupants from Building A to Building C to ensure safety and facilitate efficient construction activities. This phase includes repairs and improvements of Building A that cannot be completed while units are occupied. As such, the City, in collaboration with ICF International, LLC, has developed a relocation strategy that minimizes disruption to residents while ensuring compliance with applicable federal, state, and local regulations and will move temporarily the tenants to Building C.

The scope of relocation includes:

- Identification of all households and individuals affected by temporary displacement.
- Provision of relocation advisory services and financial assistance, as required.
- Establishment of timelines and communication protocols to keep affected residents informed throughout the process.
- Planning for return to the rehabilitated units once construction is complete.
- This relocation effort is temporary in nature and is designed to support the timely and successful completion of the rehabilitation work, while prioritizing the well-being and housing stability of all impacted residents.

DRAFT

Current Unit Inventory as 8.5.2025

Building	Efficiency	2 Bedroom	Occupied Units	Vacant Units	TOTAL UNITS
A	43	0	11	32	43
B	40	0	0	40	40
C	0	40	24	16	40
TOTAL	**83**	**40**	**57**	**66**	**123**

The City's has converted the property to affordable housing with occupancy limited to households with income less than 80% of the area median income (AMI).

Orlando-Kissimmee-Sanford FL MSA HUD 2025 income limits

Household Size	30% AMI	50% AMI	60% AMI	80% AMI
1	$22,150	$36,900	$44,280	$59,050
2	$25,300	$42,150	$50,580	$67,450
3	$28,450	$47,450	$56,940	$75,900
4	$34,150	$52,700	$63,240	$84,300
5	$36,700	$56,950	$68,340	$91,050
6	$39,200	$61,150	$73,380	$97,800

UNIT MIX AFTER COMPLETION

INCOME CATEGORY	NUMBER OF UNITS	RENTS	Fair Market Rents
Efficiency	**83 total**		
50%	8	$795.00	

DRAFT

60%	25	$954.00	
80%	7	$1,273.00	$1,227.00
2 BRS	**40 total**		
50%	5	$1,022.58	
60%	25	$1,227.51	
80%	10	$1,637.37	$1,727.00
TOTAL UNITS	**123**		

NOTE: Apartments include the cost of utilities (gas and electric).

C. Relocation Guidelines and Requirements

The City will be completing its analysis of the household profile data and interviewing the households from to make a determination as to which households will be temporarily relocated or permanently displaced.

The City has tenant records of family income and composition that is current and up to date. This data was used to determine who was eligible to remain in the project after the rehabilitation work is complete, and who may be displaced.

The following households will be considered “permanently displaced” by the project:

1. Households who were in residency as of February 27, 2026, and were not offered an opportunity to remain or return to the project upon completion of the rehabilitation due to their annual income being above 80% of the Area Median Income, (adjusted for family size) the maximum household income; or
2. Households who were not able to remain or return to the project after rehabilitation due to their status as consisting entirely of full-time students who do not meet any of the exceptions allowed under; or
3. Households who would be “rent burdened” by the project. This means that the unit that would be available to a household is more costly than their current unit, and rent and utilities will exceed 30% of adjusted monthly income (for those with incomes below 80% AMI) or 30% of gross monthly income (for those with incomes above 80% AMI); or
4. Households who moved after February 27, 2026, but before being fully informed of their rights and protections under the URA.

DRAFT

The following households will not be considered “displaced” by the project:

1. Households who were lawfully evicted under State or local law and the eviction was not undertaken to avoid relocation benefits;
2. Households who moved prior to February 27, 2026, for any reason;
3. Households who could have been eligible for a rehabilitated unit upon completion of the project, chose to voluntarily move after February 27, 2026, based on various personal reasons unrelated to the rehabilitation project.
4. Any households who move into the Haven at Vine Apartments after February 27, 2026, and who have been provided with a Move-In Notice acknowledging the upcoming renovation.

D. Permanent Relocation Assistance

No households are expected to be displaced as no households are over income or overcrowded, and the anticipated availability of vacant units within the buildings.

In the event, however, that a household may qualify as displaced, the City give a Notice of Eligibility for Relocation Assistance that will detail the relocation assistance that they are entitled to receive under the URA.

At least one (1) (where possible, three or more) comparable replacement dwelling that is available at least ninety (90) days before the required move. The relocation policy that applies to households that will be permanently displaced for The Haven at Vine Apartments project is outlined below:

1. Permanent Relocation Policy

The City shall provide relocation assistance to all households required to permanently move in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Because there will be no demolition or reconfiguration of units, Section 104(d) shall not apply.

URA relocation benefits include, but are not limited to, replacement housing payments, reimbursement of reasonable moving expenses, and appropriate advisory services. The City shall work directly with each household identified for permanent relocation to secure a decent, safe, and sanitary replacement dwelling.

Households that are permanently displaced shall be offered comparable replacement housing and provided with appropriate advisory services to facilitate their move, including transportation assistance, as needed. Displaced households may choose to relocate to a unit of their preference, whether or not it is among the comparable replacement units identified by the City. However, in order to qualify for a replacement housing payment, the selected replacement unit must meet, at a minimum, the standard of being decent, safe, and sanitary and must pass a visual inspection confirming that it is free of lead-based paint hazards.

2. Method of Payment – Permanent Moves

DRAFT

For households who is deemed permanently displaced, the City will offer to provide direct payment to a qualified moving company to ensure that no resident incur any out-of-pocket expenses in connection with this move, or pay the displaced household, based on the Fixed Payment Schedule. The Fixed Payment Schedule, established by the U.S. Department of Transportation varies by the number of room of personal property that must be moved.

Currently, the Fixed Payment for Florida is:

Occupant Owns Furniture									**Occupant does not own furniture**	
Number of Rooms of Furniture										
1	2	3	4	5	6	7	8	Add'l room	1 room, no furniture	Add'l room, no furniture
$800	$975	$1,150	$1,350	$1,575	$1,750	$1,950	$2,200	$325	$550	$175

In determining the number of "rooms", the following is the City's policy:

- A kitchen in an efficiency unit is not an "eat-in" room, so the Living Room/Dining Area will be treated as two rooms when a table and chairs are present. Furthermore, bathrooms and closets will not be included in the count. For a two-bedroom apartment, the two bedrooms would each count, plus two rooms for the Living/Dining room for a total of four rooms.

- When a household selects the option of a fixed payment, there will be no deduction if certain large items (such as a hutch or piano) must be professionally moved and the resident asks the City to pay the mover directly. A fixed payment may be made to the household as an advance (for a security deposit, as an example) if requested by the displaced household.

3. Method of Payment – Replacement Housing Payment

For households who are required to move, the City will provide relocation assistance in the form of a Replacement Housing Payment (RHP) if warranted by increased housing costs at the replacement unit. Generally speaking, the RHP is intended to offset the difference in a household's current rent and the rent of a comparable, replacement unit. This RHP will be provided for a forty-two (42) month period to each household that will be required to move and paid in three (3) equal payments, thirty (30) days apart. However, if a displaced household purchases a home, the entire amount of the RHP will be paid at closing.

While an estimate of the potential RHP that a household may be eligible to receive will be provided in the Notice of Relocation Eligibility, the actual amount provided will be based

DRAFT

on the lessor of the monthly rent of either the replacement unit or the comparable unit offered.

4. Relocation Resources

All units used as comparable must be available to the displaced person. This means that they are or will be vacant at the time the move is required and the landlord would rent the unit to the displaced person.

The comparable units and replacement units selected by the displaced person must be inspected to ensure they are decent, safe, and sanitary. In addition, if the unit was built prior to 1978, it must pass a visual assessment to determine that there is no peeling, flaking, or chipping paint, dust, or debris (flaking paint chips) within the unit or common area serving it. This is to comply with the Lead Safe Housing Rule (24 CFR Part 35, et al). If the unit fails to meet the required standards, it cannot be approved for a replacement housing payment, until the failed items are corrected, and the unit passes a re-inspection.

Since the General Information Notices were provided by the City to all occupants, no households indicated that they may wish to move out of the property. If a tenant notifies the City or property management staff of their intention to vacate their unit, the household will not be deemed displaced by the project and will not be entitled to any URA relocation benefits.

E. Temporary Relocation

Households residing at the Haven are expected to be temporarily displaced during the rehabilitation process. A Notice of Non-Displacement will be issued to each affected household outlining their eligibility to return to the property upon completion of the rehabilitation. The notice will also include the terms and conditions of post-rehabilitation occupancy, including the requirement to execute a new lease agreement.

The temporary relocation policy applicable to The Haven at Vine Apartments is outlined below:

1. Temporary Relocation Policy

The City will utilize vacant on-site units as temporary housing while permanent units undergo renovation. At this time, the City does not anticipate the need for any off-site housing, as sufficient on-site units will be available during the renovation period.

All renovation and remodeling work at Haven on Vine will be carefully staged to minimize disruption. Contractors will complete the work in phases so that individual households will only need to vacate their unit for a limited period of time.

Temporary Relocation – Building A

Due to the planned rehabilitation approach, all households located in Building A will be required to temporarily relocate to the newly renovated Building C for approximately six (6) months. This temporary relocation is necessary to accommodate the remodeling and renovation of each unit in Building A.

DRAFT

Renovations are currently anticipated to begin around May 1, 2026, depending on the completion timeline for Building C. Please note that this start date may be adjusted earlier or later based on construction progress.

Construction Phasing and Scope
Exterior improvements, major system replacements (including water lines and sanitary stacks), and any necessary asbestos abatement within mechanical and electrical rooms will be conducted separately from individual unit renovations. This approach is designed to further reduce the amount of time households must temporarily relocate from their units.

Notice and Communication
Each household will receive written notice at least ninety (90) days and then forty-five (45) days prior to any short-term move. Construction progress and scheduling will be continuously monitored and adjusted as needed to ensure that all households are fully informed and adequately prepared as contractors proceed from unit to unit. One last notification will be sent out at least fifteen (15) days prior to moving day.

All newly renovated units will meet standards of decency, safety, and sanitation, as confirmed by inspection prior to re-occupancy.

Accessible Units
Upon completion of renovations, a number of units will be designated as accessible units. These units will be leased to qualified households in accordance with the property's Affirmative Fair Housing Marketing Plan and established screening and selection criteria.

2. Method of Payment – Temporary Moves
The City will provide a direct payment to a qualified moving company to ensure that no resident incurs any out-of-pocket expenses in connection with a temporary move. The City will hire a qualified moving company to move each affected resident's personal property and household goods.

The City has determined that it will use $2,500 per household for an efficiency unit as an estimate to guide what they consider as reasonable costs for the moving of personal property and household good, along with the return of the personal property upon completion of the newly renovated unit.

3. Method of Payment – Utilities for Temporary Moves
The City will not require the disconnection and reconnection of any existing electric services, existing telephone services or internet, as these services will remain assigned to each individual unit. Each household will be responsible for continuing to pay their rent as they otherwise would be responsible to pay.

F. Responsibilities of the City
The City will be responsible for the relocation program as follows:

1. Develop and provide for public review the Relocation Plan;

DRAFT

2. Prepare an Existing Tenant Profile that lists all households residing in the property;
3. Prepare a list of all households who resided in the property at the time of rehabilitation, along copies of notices these households received; and
4. Assume the responsibility for the implementation of all actions designated under this Relocation Plan including the relocation of those households who are temporarily relocated; and monitor the displacement of those households permanently displaced.

II. RELOCATION PROGRAM

The City's assistance to temporarily relocated and permanently displaced households will include the following:

- Inform eligible households in writing (i.e. tenants in good standing) at the earliest possible date of the pending rehabilitation, the details of the temporary relocation, and procedures for obtaining assistance;
- Conduct household interviews, determine the needs of all households to be temporarily relocated or permanently displaced;
- Inform those households who are ineligible to reside in The Haven at Vine Apartments due to income guidelines that they are to be permanently displaced and are therefore eligible for permanent displacement benefits;
- Offer each permanently displaced household at least three comparable replacement dwellings, as well as transportation to view the replacement dwellings;
- Inform all households of the eviction policies to be pursued, where warranted;
- Identify the needs of displaced households as well as those that remain on the property and address those needs by using partnerships of local nonprofits in the area (i.e. employment training, jobs, rental financial assistance, financial literary, pre-purchase counseling).
- Provide any services necessary to ensure that the relocation process does not result in different or separate treatment on account of race, color, creed, religion, sex, national origin, family status, handicap, age, ancestry, unfavorably military discharge, receipt of governmental assistance or marital status; and
- Maintain household records for at least a three (3) year period.

A. Eligibility for Benefits

The following criteria will apply to all households in determining eligibility for temporary relocation and permanent displacement benefits:

- The following households will be eligible to remain in the property after rehabilitation and will qualify for temporary relocation benefits:
    - Households with income under the 80% of the Area Median Income (AMI) as determined by the Department of Housing and Urban Development.

DRAFT

- The City has set aside three (3) studio apartments and two (2) 2- bedroom apartments for current residents who have been determined over-income and want to remain at The Haven at Vine Apartments.

- Depending on eligibility and household size, residents may have the opportunity to move into a 2-bedroom unit.

The following households will not be eligible to return to the development after rehabilitation, but will be eligible for permanent displacement benefits:

- In general, households whose gross annual household income exceeds 80% of the AMI as determined by HUD.

- The following households will not be eligible for either temporary relocation or permanent displacement benefits:

    - Households that move voluntarily from the Development after receiving the General Information Notice, a Three-Day notice regarding nonpayment of rent, or notice of violation of the lease;

    - All individuals who are not lawful tenants (i.e. not listed on the lease or are unlawfully occupying a unit);

    - Households that are evicted for any breach of the lease provisions, violation of federal, state, or local laws, or other good cause after the effective date for relocation assistance. The only exception under this sub-section is households who are evicted for a violation of a lease that addresses the overcrowding of a unit. In this case, the household will be offered a rehabilitated unit if the household qualifies under Section A (1) above. If the household does not qualify under Section A (1), the household would then be eligible to receive permanent displacement benefits; OR

    - Households that move into the development after the effective date for relocation benefits provided such households have received written notice of the impending rehabilitation prior to signing lease. (Move In Notice)

B. <u>Notice of Eligibility of Relocation Assistance</u>

The effective date for eligibility for relocation benefits shall be February 27, 2026.

On _____, the City notified each household of potential displacement through a General Information Notice (GIN). This notice was personally served. It covered the following:

- Informed the household that the City purchased the property;
- Informed the household not to move prior to the household receiving a notice of notice of non-displacement or a notice of relocation eligibility, and that doing so will jeopardize household relocation benefits;

DRAFT

- Informed the household that no move will be required until the household receives at least 15 days advance written notice;

- Provided a copy of the HUD Informational Booklet on URA which describe the relocation payments for which a household may be eligible, the basic conditions of eligibility, and the procedures for obtaining payments; informs the household that it will receive referrals for replacement housing, advisory services, and assistance in filing claim forms, and other assistance to aid in successful relocation; and

- Described the household's right to appeal any determination regarding relocation assistance.

C. Occupant Interviews

The City has conducted a personal interview with each household in order to determine each household's specific relocation needs. The interviews were scheduled at the household's convenience.

At the interview, each household has the opportunity to indicate whether it wants to remain in the property. Households indicating a desire to remain in the property were told that approval would be based on household income and size guidelines. They were also informed that they would be notified by the City within a reasonable length of time as to whether or not they met the requirements. Once of the following forms would be provided according to the circumstances: Notice of Non-Displacement; Notice of Eligibility for Relocation Assistance; and Rejection Notice.

If, after repeated attempts, the City is unable to contact a household to schedule a relocation interview/conversation/meeting, the City will document its efforts in connection with the failed notification. These households will not be eligible for benefits.

III. RELOCATION BENEFITS AND ASSISTANCE

All households temporarily relocated and permanently displaced pursuant to the Relocation Plan will be eligible for the following benefits and assistance:

A. Temporary Relocation

While the units in the Development are being rehabilitated, the tenants will need to be temporarily relocated. The City will provide decent, safe, sanitary, and lead safe units available onsite and will be able to absorb all expenses for the relocation process so that residents will not be inconvenienced. If this is not possible for some reason, households will be reimbursed for moving costs to and from the temporary housing.

The City will provide two notices to the tenants eligible for temporary relocation:

(1) Notice of Non-Displacement advising them that they are not being displaced permanently; however, they will be displaced temporarily during the rehabilitation of the project. (2) Temporary Relocation Notice will be sent 30 days in advance to inform the

DRAFT

households who will be temporarily relocated of their rights and of the conditions of their temporary move.

B. Permanent Displacement

If the tenant(s) are determined to have a gross annual household income that exceeds 80% of AMI as determined by HUD and there are none market rate units available, they will be displaced and may be eligible for relocation assistance. The City will offer each household eligible for permanent displacement benefits at least three comparable replacement dwellings.

This replacement dwelling must be currently available to the permanently displaced household and must be inspected by a qualified person who is knowledgeable of local housing code in order to determine that it is decent, safe, and sanitary. Inspection of comparable and replacement units will be documented by HUD Housing Quality Standards (HQS) inspection form 52580.

When more than one comparable replacement dwelling is offered to a household, the dwelling that is most representative of the displacement dwelling will be used in establishing the replacement housing payment (see HUD-40061 form -Selection of Most Representative Comparable Replacement Dwelling).

For minority households, if the comparable replacement dwelling used to establish the amount of the replacement housing payment is located in an area of minority concentration, the minority household must also be given, if possible, referrals to comparable replacement dwellings that are not located in an area of minority concentration.

Each permanently displaced household will receive payment for moving expenses

and, if eligible, a replacement housing payment. The following sections explain how moving expenses and replacement housing payments are to be computed for each household:

Moving Expenses

Displaced tenants may choose to receive payment for moving and related expenses either by 1) commercial mover selected through a competitive bids obtained by the City paid directly to the mover or reimbursed to the household; or, 2) reimbursement of actual expenses for a self-move, or 3) receipt of a fixed payment as determined by the federal government (the most recently published moving allowance schedule).

If reimbursement of actual expenses for a self-move is chosen, the City must determine that the expenses are reasonable and necessary and include only eligible expenses, which are:

- Transportation of the displaced person and personal property.
- Transportation costs for a distance of beyond 50 miles are not eligible, unless the City determines that relocation beyond 50 miles is justified.
- Packing, crating, uncrating and unpacking of the personal property.
- Storage of the personal property for a period not to exceed 12 months.

DRAFT

- Disconnecting, dismantling, removing, reassembling, and installing relocated household appliances, and other personal property.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available.
- Credit checks.
- Utility hook-ups, including reinstallation of telephone and cable service.
- Other costs as determined by the City to be reasonable and necessary.

The following are ineligible expenses:

- Refundable security and utility deposits; or
- Interest on a loan to cover moving expenses; or
- Personal injury; or
- Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the City.

A person may choose to receive a fixed moving expense payment as an alternative to a payment for actual reasonable moving and related expenses. The fixed payment does not require that the City document costs, receipts, or payments by the displaced person, nor does the displace person need to account for the use of the fixed payment. The City will use the Residential Claim for Moving and Related Expenses (HUD Form 40054).

<u>Replacement Housing Payments</u>

Replacement housing payments are based on two figures: 1) the base monthly rent paid by the tenant prior to being relocated, and 2) a monthly rent and estimated average monthly utility cost of the final unit. Once these figures are determined, the base monthly rent is subtracted from the monthly rent and estimated average utility cost. The result of this calculation is multiplied by forty-two (42). This final figure is the amount to be received by the household.

The **base monthly rent** is the **lesser** of:

- A less-than-80%AMI household's actual monthly rent and estimated average monthly utility cost at the dwelling from which the household is being displaced; or
- Thirty percent of the gross household income (this figure is to be used for households).

The **monthly rent and estimated average monthly utility costs** is the lesser of:

- The monthly rent and estimated average monthly utilities for the comparable replacement dwelling; or
- The monthly rent and estimated average monthly utility costs for the replacement unit occupied by the displaced household.

DRAFT

As previously stated, the City will offer each eligible household at least one comparable replacement dwelling that is to be inspected by the City. While it is not required that the household accept the comparable replacement dwelling for occupancy, the rental rate at this comparable replacement dwelling will be used in establishing the replacement housing payment to be received by the household.

If the City fails to offer a household a comparable replacement dwelling, the monthly rent and estimated average monthly utility cost will be based on the actual cost of the unit occupied by the permanently displaced household, regardless of the amount of the monthly rent.

Claim for Rental Assistance (HUD-40058 form) must be completed and submitted to the City, as well as checks and other documentation evidencing payment of rental assistance, for each household permanently displaced.

C. Economic Displacement

The City does not intend to create a rent burden by increasing the rent of the current tenants; thus, creating economic displacement.

IV. FORMER OCCUPANTS WHO MOVED WITHOUT APPROPRIATE URA RELOCATION PAYMENTS, NOTICES, AND ADVISORY SERVICES

None of the prior tenants were required to move as a direct result of the project. However, if necessary, the City will make all reasonable efforts to obtain records and contact information, such as forwarding addresses, emergency contacts, and phone numbers from the property owner or management agent involved when the project was undertaken.

When contact information for the former occupant is not available, or such information does not result in establishing contact, the agency should initiate the following actions:

- Place a notice in local newspapers that are circulated in the neighborhood (for at least 30 days), printed in English and Spanish.
- Put an ad in the newspaper.
- Conduct social media and internet searches.
- Hire a “finding service”.

The City will request documentation of previous occupancy for all households who moved from the project, after the applicable initiation of negotiations (ION) date. All evidence of residential occupancy such as leases, rent rolls, receipts, and other personal records to establish a timeline of occupancy for each dwelling within the project will be evaluated. Documentation will be reviewed to determine if the person can demonstrate evidence they were required to move as a direct result of the project.

The City will complete a case-by-case analysis of available occupancy records in context with the date of the submission of an application for HUD assistance and the applicable initiation of negotiations (ION). Program-specific relocation requirements may also apply.

DRAFT

Persons who meet the definition of displaced person and moved permanently from the real property after the ION and did not receive timely and accurate written notices are eligible for URA relocation

V. COMPARABLE REPLACEMENT HOUSING

HOTEL UNITS

	DISPLACEMENT UNIT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
ADDRESS	1815 W VINE STREET	VIVO LIVING APTS	MAINGATE VILLAGE	THE TEALE APTS
LOCATION (ZIP CODE)	34741	34741	34747	34746
YR CONSTUCTED	1972	1988	1974	1980
CONDITION	GOOD	GOOD	GOOD	GOOD
SQ FT AREA	262	350	350	201-287
NO OF ROOMS	1/0/1	1/0/1	1/0/1	1/0/1
RENT	$900.00	$893	$1,195.00	$1,190.00

APARTMENT UNITS

	DISPLACEMENT UNIT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
ADDRESS	1815 W VINE STREET	LA BELLEZA APTS	POLO RUN APTS	PEBBLE CREEK APTS
LOCATION (ZIP CODE)	34741	34741	34741	34744
YR CONSTUCTED	1966	1973	1986	1980
CONDITION	GOOD	GOOD	FAIR	FAIR
SQ FT AREA	850	871	875	1037
NO OF ROOMS	5/2/1	5/2/1	5/2/1	5/2/1
RENT	$1,700.00	$1,675.00	$1,150.00	$1,211.00

VI. BUDGET

DRAFT

The City will establish an account called the Relocation Fund to cover the cost of the relocation benefits and assistance. Relocation benefits will be paid by the City to the household once all required documentation is completed by the household and submitted to the City.

The following is the City's estimate of relocation costs:

TEMPORARY RELOCATION EXPENSES

Estimated number of Households to be temporarily relocated	40
Total Estimated Moving Expense	$ 2,500
Total Temporary Relocation Expenses	$100,000
TOTAL	$100,000

PERMANENT DISPLACEMENT EXPENSES

Estimated number of Households to be permanently displaced	0
Total Estimated Moving Expense	0
Total Estimated Rent Differential	0
TOTAL	0

RELOCATION STAFF AND EXPENSES $ 0

TOTAL ESTIMATED RELOCATION EXPENSE

Temporary Relocation	$100,000
Permanent Displacement	$0
Relocation Staff and Expenses	$0
TOTAL	$100,000

VII. RECORDKEEPING & NOTICES

- **Correspondence and Notices**

The City must maintain household files that contain the following correspondence and documentation for all households residing in the Development (failure to provide proper

DRAFT

notification to all households could cause a household otherwise not eligible for permanent displacement to now be eligible for these benefits);

General

- Residential Relocation Management Report - A household listing that records all households residing in the Development on the effective date for relocation benefits;
- General Information Notice (if the General Information Notice is not submitted for any household or business included on the household, site listing, a written explanation must be included in the file);
- Site Occupant Record (if a Site Occupant Record is not submitted for any household included on the household listing, a written explanation must be included in the file); and
- Household Documentation Checklist For All Temporarily Relocated Households
- Notice of Non-Displacement
- Notice of Temporary Relocation
- 15 Day Move-Out Notice
- Correspondence - any appeals or complaints, along with the City's response, must be included in these files.

For All Permanently Displaced Households

- HUD-40061 form -Selection of Most Representative Comparable Replacement Dwelling;
- 90 Day Move Notice;
- HUD-40054 -Claim for Moving and Related Expenses;
- HUD-40058 form -Claim for Replacement Housing Payment;
- HUD-52580 HQS Inspection form
- Evidence of payment of moving expenses and RHP assistance;
- Correspondence related to appeals or complaints, along with the City's response, must be included in these files.

Households Rejected for Both Permanent and Temporary Benefits

- Rejection Notice; and
- Correspondence related to appeals or complaints, along with the City's response, must be included in these files. All correspondence will be hand-delivered by the City.

Households Rejected for Both Permanent and Temporary Benefits

DRAFT

Recordkeeping

The City will maintain all individual household files for a period of no less than three (3) years from the later of the following dates: 1) the date the household was displaced or 2) the date when the final acquisition payment was received by the City.

DRAFT

APPENDIX 1

Site Occupancy Record

Link to HUD Document: Site Occupant Record - Residential

DRAFT

APPENDIX 2

General Information Notice

Date_____

XXXXXXXXXXX

1815 W Vine Street, #XXX Kissimmee, FL 34741

Dear Resident:

The City of Kissimmee is planning to renovate the property you currently occupy for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

This notice is required by HUD and the purpose is to inform you that you may be temporarily moved in the future as a result of the proposed renovation project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance, as the project receives HUD funding, if you are displaced as a result of rehabilitation.

- **This is NOT a notice to vacate the premises.**
- **This is NOT a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the City's determination, if you feel that your application for assistance was not properly considered. The enclosed brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are NOT eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are United States citizen or national, or an alien lawfully present in the United States.

DRAFT

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility, you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation assistance at this time. If you are determined to be displaced and are required to move from the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to need to move, you will also be notified in writing.

If you have any questions about this notice or the proposed rehabilitation project, please contact Frances De Jesus, Housing and Community Development Manager by phone at (407) 518-2156 or by e-mail at frances.dejesus@kissimmee.gov.

Sincerely,



Desiree Matthews Deputy City Manager

DRAFT

Appendix 3

Notice of Relocation Eligibility

Date_____

1815 W Vine Street Kissimmee, FL 34741

Apt. XXX

RE: NOTICE OF ELIGIBILITY (NOE)

Dear _____:

On a letter dated _____ the City of Kissimmee notified you of proposed plans to rehabilitate the property you currently occupy at 1815 W Vine Street, Apt. XXX, Kissimmee, FL 34741.

We have followed the Federal guidelines and the process determined that this project will displace you from your current dwelling and make you not eligible to return to this property after rehabilitation. Federal law makes displaced households eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

We advise you: DO NOT MOVE YET. We will notify you in writing of the date by which you must move. We will inform you at least 90 days before you must move that we have identified for you a replacement dwelling comparable to or better than your present one.

Read carefully the enclosed HUD brochure, entitled "Relocation Assistance to Tenants Displaced from Their Homes" (HUD-1042-CPD). It explains your relocation rights, eligibility for payments, and what you must do in order to receive these payments.

(Aliens not lawfully present in the United States do not qualify for relocation assistance – unless such ineligibility would cause exceptional hardship for a qualifying spouse, parent, or child. All persons seeking relocation assistance must certify their United States citizenship, or status as an alien lawfully present in the United States, pursuant to Public Law 105-117.)

Relocation assistance includes:

DRAFT

1) Relocation Advisory Services: Assistance with completing forms, advising of legal rights, locating comparable dwellings, guidance provided throughout entire relocation process.

2) Payment for Moving Expenses. Choose either:

   - Reimbursement for actual reasonable moving and related expenses,
   - A formula-calculated payment based on the URA Fixed Residential Moving Cost Schedule.

DRAFT

3) Replacement Housing Payment. You may qualify for a replacement housing payment to either rent or buy a replacement home. Factors determining the payment include:

- Monthly rent and cost of utilities for a comparable unit,
- Monthly rent and utilities at your present unit,
- The difference between old (displacement) and new (replacement) housing costs will determine the payment for a one-month period.
- Duration for URA benefits lasts 42 months.

Recommended comparable replacement dwellings

Please consider the following three units we identified for you. If you need assistance, we can arrange transportation to inspect the units.

Name	Address	Rent	Utilities (estimated)	Contact information
.				

*Use as the comparable replacement dwelling.

**Based on Utility Allowance Schedule for 0 BR – Low Rise

"Comparable replacement home" meets the criteria for "Decent, safe, and sanitary housing" (see definition in HUD-1365-CPD).

Our evaluation determined that the unit located at 4018 W Vine Street, Kissimmee represents the best fit for your household. The monthly rent for this unit equal $_____– utilities included. We will use this rent to calculate your maximum allowable replacement housing payment.

If you inspect this unit and find it not comparable to your current dwelling, contact us immediately with your objections. We can explain our process for evaluation and selection and discuss your concerns.

DRAFT

Estimated maximum replacement housing payment

We calculate the estimated maximum replacement housing payment based on: the lesser of the rent and utilities at the replacement and the rent and utilities at the comparable replacement dwelling Minus the rent and utilities at the displacement unit. See calculation below:

URA maximum replacement housing = $_____

Moving Expenses

You may choose to receive payment for moving and related expenses either mover selected through a competitive bids obtained by the City paid directly to the mover or reimbursed to the household; or, 2) reimbursement of actual expenses for a self-move, or 3) receipt of a fixed payment as determined by the federal government (the most recently published moving

DRAFT

allowance schedule). According to the most recent HUD schedule, you qualify for moving expenses in the amount of $550.

Limitations

Federal law does not require us to adjust replacement-housing payments to reflect future rent increases.

Ownership alternative

Considering your maximum allowable replacement housing payment is $0, this portion of the law does not apply in your case.

Our inspector must verify that any replacement housing meets decent, safe and sanitary standards before we can issue any replacement housing payments.

Before you make any plans to move, please contact our representative with any questions about this letter or your eligibility for relocation assistance:

Name: Frances De Jesus

Title: Housing and Community Development Manager Phone: (407) 518-2156

E-Mail: frances.dejesus@kissimmee.gov

Address: 101 Church Street, Ste. 200 A, Kissimmee, FL 34741

We will guide you through the process and help to preserve your eligibility for all relocation assistance for which you qualify.

We will provide reasonable accommodations for persons with disabilities and persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation,oral interpretation, or other assistance in order to fully participate in the relocation process.

We urge you not move or commit to the purchase or lease of a replacement home before discussing with us your eligibility for relocation assistance.

Please retain this letter for your records. Sincerely,



Desiree Matthews Deputy City Manager

Enclosure/s HUD-1365-CPD

DRAFT

Appendix 4

Notice of Non-Displacement

Date_____

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

RE: NOTICE OF NON-DISPLACEMENT Dear _____

This is a notice of non-displacement. Based on the income information provided on your Tenant Survey and your one-on-one interview with City staff, your annual income is $XXXXX for a household of X which is considered to be within the 50% of the area median income of the Orlando-Kissimmee-Sanford, FL MSA. Please note that based on the description of the City of Kissimmee's project you are not considered a displaced person considering your income makes you eligible to remain on the property.

Please be aware that if you decide to move for your own reasons, you will not receive any relocation assistance.

Please retain this letter for contact Frances De Jesus, Housing and Community Development Manager, at (407) 518-2156 or frances.dejesus@kissimmee.gov.

your records. If you have any questions about this notice or the proposed project, please

Sincerely,



Desiree Matthews Deputy City Manager

Appendix 5

Notice of Temporary Relocation

Date_____

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear _____:

On _____ the City of Kissimmee notified you of proposed plans to rehabilitate the Haven at Vine Apartments utilizing funds from the U.S. Department of Housing and Urban Development (HUD). The proposed project will impact the unit that you currently occupy.

As per federal requirements, you are receiving this letter to inform you that on _____this project was approved by the Department of Housing and Community Development and you will not be required to move permanently as a result of the rehabilitation. Repairs will begin soon.

This is a Notice of Non-displacement. This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to continue to lease and occupy your current unit or another suitable, decent, safe, and sanitary unit in the same building/complex under reasonable terms and conditions.

2. When you move temporarily the City will pay for any relocation expenses, including the cost of moving to and from temporary housing and any increased interim housing costs. The temporary unit will be decent, safe, and sanitary, and all other conditions of the temporary move will be reasonable.

Presently, you are urged not to move. Please continue to comply with the terms and conditions of your lease. Given this is a federally funded project, you are protected by

the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The property manager will contact you if/when you must temporarily move. Depending on the schedule of the rehabilitation work, you will not be required to move until you receive a Move Notice.

If you have any questions, please contact frances.dejesus@kissimmee.gov of the Housing and Community Development Office or frances.dejesus@kissimmee.gov his letter should be retained for your records.

Sincerely,

Appendix 6

90 Day Move Notice

Date_____

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear _____:

On (*insert date Notice of Eligibility was issued)* we notified you that you would need to move from the Maplewood Apartments for the renovation project. As you know, we are planning to undertake extensive renovations both inside and out.

This is a 90-Day Move Notice.

You will not be required to move prior (_*enter date)* . As we informed you in the Notice of Eligibility, you are entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended.

If you are interested in moving in advance of (*insert move date)* we are happy to work with you. Please contact us if you have any questions or I can be of any assistance.

Phone # for the Hearing Impaired _____

Sincerely,

(name)

(title)

Appendix 7

Move In Notice

Date_____

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear _____:

The current project involves rehabilitation of the Haven at Vine Apartments, located at 1815 W Vine Street, Kissimmee, FL 34741. The City has commenced renovations at the property and will be using Federal funding from the U. S. Department of Urban Development (HUD). This notice is to inform you of the following information **before you enter into any lease agreement and/or occupy the property located at the above address**:

- You may be displaced by the project.
- You may be required to relocate temporarily.
- You may be subject to a rent increase.
- You will not be entitled to any relocation payments or assistance provided under the Uniform Relocation Act (URA).

If you have to move or your rent is increased as a result of the rehabilitation project, you will not be

reimbursed for any such rent increase or for any costs or expenses you incur in connection with a move as a

result of the project.

Please read this notification carefully prior to signing a rental agreement and moving into the property. If you should have any questions about this notice, please contact *(Grantee)* at *(address and telephone number)*. Once you have read

and have understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

(name and title)

* *

I have read the above information and understand the conditions under which I am moving into this project.

Print Name of Tenant(s)

Signature(s)

Address and Unit Number

Appendix 8

15-Day Temporary Move Notice

Date_____

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear _____:

This notice is to inform you that the renovations to your apartment is complete and will be able to return within fifteen (15) days of the following date: _____.

We appreciate your cooperation in move to temporary housing and are excited for you to return in ___ days.

Should you have any questions or need additional assistance in completing your return move, please contact ____*(enter name of landlord or management company)*___at _____.

Please keep this notice in your files.

Sincerely,

(name)

_____

(title)

_____

Appendix 9

HUD Brochure

Link to Brochure: 1042cpd.pdf

Appendix 10

Rejection Notice (?)

Appendix 11

5-Day Notice – Non-payment of rent (?)

2021-29pihn:

(2021) This HUD Notice provides **supplemental guidance** to the Interim Final Rule titled

“Extension of Time and Required Disclosures for Notification of Nonpayment of Rent.”

It mandates a **minimum 30-day notification period** and outlines required disclosures to

support families at risk of eviction

Appendix 12

Comparable Replacement Housing Worksheet

HUD Form 40061

Link to Form: 40061

Appendix 13

Moving Expense Claim

HUD form 40054

Link to Form: 40054 (1)

Appendix 14

Replacement Housing Payment Claim

HUD - form 40058

Link to Form: 40058 (3)

Appendix 15

HQS Inspection HUD - form 52580

Link to Form: 52580.pdf

Appendix 16

Housing Document file checklist

File No: Haven at Vine Apartments

Name of Household:

PART 1 - HOUSEHOLD INFORMATION	Yes	No	N/A	Comments
General Information Notice				
Certificate of Receipt/Evidence of Delivery				
Resident Interview Form				
Household Income Certification				
Income Certification - Source Documents				
Photo Identification				
HUD Privacy Act Statement (English)				
Legal Residency - Source Documents				
Site Occupancy Record				
Appraisal/Low Value Determination				
PART 2 - URA RELOCATION ASSISTANCE	Yes	No	N/A	Comments
Notification-of-Eligibility-For-Relocation				
Notification of Non-Displacement				
Certificate of Receipt/Evidence of Delivery				
Notice of Temporary Relocation				
90-Day Move Notice				
Certificate of Receipt/Evidence of Delivery				

HUD-Form-40061-Comparable-Replacement-Wksht				
DSS – Comparable Unit(s) - Inspection Form(s)				
Contract-to-Purchase (replacement home)				
Duplication-of-Benefits-(DOB) Analysis				
HUD-Form-40054-Claim-for-Moving Expenses				
HUD-Form-40057-Claim-for-RHP-Homeowner				
HUD-Form-40058-Claim-for-RHP/Down-Payment-				
DSS - Replacement Unit - Inspection Form				
Appeal Documentation				
OTHER:				

EXHIBIT C

Budget

	Amount
Motel Room Conversion – 43 units/ Office and Administrative Space Renovation	$2,670,000.00
Pool Conversion into Green Space	$ 65,000.00
Community Garden	$ 10,000.00
Playground	$ 60,000.00
Infrastructure Improvements	$1,000,000.00
Misc. site improvements/ contingency (whole project)	$ 148,669.39
Section 108 Financing Fee	$ 46,330.61
TOTAL	**$4,000,000.00**

EXHIBIT D
Project Pro forma

Rent:				# Units			2025/26 Budget	
Rentals				**40**		**2023 + 6% annual increase FMR**		
50%	Studio			8		$814	$78,151.68	
60%	Studio			30		$977	$351,835.20	
80%	Studio			2		$1,304	$31,291.20	
							$461,278	

Rentals				40				
50%	Two Bedroom			10		$1,047.28	$125,673.60	
60%	Two Bedroom			25		$1,257.16	$377,148.00	
80%	Two Bedroom			5		$1,676.92	$100,615.20	
							$603,436.80	
Emergency Housing				40		**FMR 2025**		
	Studio			30		$922	$331,920.00	up to FMR
				10			$110,640.00	
							$442,560.00	
Subtotal								
Gross Annual Rent							**$1,507,274.88**	

Less:						
	Vacancy	3%				($45,218.25)
	Bad Debt	5%				($75,363.74)
	Courtesy Officer					($20,123.04)
						$-
Effective Annual Income:						**$1,366,569.85**
Expenses:						
						25/26
	Personnel (3FTE)					$159,150.00
	Maintenance Payroll					
	Benefits					$63,843.00
	Payroll Taxes					$12,695.00
	Total Payroll:					**$235,688.00**
	Professional Services					$40,000
	Other Contract Services (lands					$133,000
	Other Svcs (HVAC/Fire Protect					$16,200
	Communications Svc					$33,000
	Postage					$1,000
	Electric					$132,000
	Water/Sewer					$84,000
	Solid Waste					$18,000
	Building and Grounds					$11,000
	Other Equip					$2,500
	Printing					$1,500
	Office Supplies					$500
	Operating Supplies					$64,000
	Cleaning					$1,000
	Chemicals					$1,000
	Tools and Equip					$1,000
	Total Operating Costs:					**$539,700**
	Capital Improvements					**$100,000**

Total Annual Operating and Capital Expense						**$875,388**

NOI Before Reserves and Debt Service						***$491,181.85***

Reserves:						
Operating Reserve 20%						$273,313.97
Debt Service						$144,190.00
Program Income						$73,677.28
Cashflow						**$1**

Program Income

15 % program income to be used for Services in Haven Connect Program to fund shelter units

(3) HOME funded units and reserved for property improvements

VIEWPOINT

Letters To The Editor • Opinions • Columnists

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

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

LETTERS TO THE EDITOR

Proud of community's crisis coordination

Dear Editor:

As the CEO of Hope Partnership and a faith leader who has spent the past 15 years walking alongside neighbors experiencing homelessness in Osceola County, I have seen how quickly a housing crisis becomes a health crisis. When temperatures drop, the risk becomes immediate. That is why this winter's Cold Weather Sheltering response matters to me, not only as a service provider, but as someone who knows many of the names behind the numbers.

This winter, when temperatures fell below 40 degrees for sustained hours, Osceola County activated its Cold Weather Sheltering Program. Over 10 separate nights between mid-January and early February alone, there were 584 total shelter stays recorded. That figure reflects overall use across the activation period, not 584 unique individuals, since some neighbors returned on multiple nights when conditions remained dangerous.

On the highest-attended night, 82 individuals walked through shelter doors. That figure represents seniors, working adults, veterans, and parents who needed warmth and safety when the weather turned life-threatening.

What stands out this year is the coordination that made those nights possible. First United Methodist Church of Saint Cloud, Poinciana Christian Church, Kissimmee First Church of the Nazarene, and Iglesia del Nazareno Casa de Vida opened their doors. Congregations prepared meals, set up cots, and filled overnight volunteer shifts. Osceola County Emergency Management aligned logistics and resources. LYNX provided free transportation so access would not be a barrier. Partner nonprofits Salvation Army and A Place for Grace alongside Hope Partnership supported outreach and on-the-ground coordination.

Emergency sheltering is activated based on specific weather thresholds. This winter season required activation for 13 nights. Each time, the system functioned with clarity.

Coordination also reveals something important. The 82 neighbors who came on the coldest night did not appear because of a forecast. The temperature changed. Their housing situation did not.

When the doors open, people come. When the temperature rises, the need does not disappear.

I am proud of the churches that said yes. We are so grateful to Homeless Services Network for their coordination, to the county staff and partner nonprofits who aligned communication and care, and to the volunteers who stayed overnight. Strong coordination keeps people safe in moments of crisis. When it works this well, it gently reminds us that the need for a safe place to sleep does not arrive only with the cold.

Rev. Mary Downey
CEO, Hope Partnership

Heavier trucks don't belong on our roads

Dear Editor:

Anyone who has driven through Central Florida knows this feeling: traffic slows to a crawl. Tempers get short, and people start cutting each other off. Add a sudden rainstorm or a minor crash, and then everything can come to a standstill. Now add significantly heavier semi-trucks to that mix.

That is exactly what some big companies are pushing for in Washington as lawmakers approach the next highway reauthorization bill. Proponents are seeking to raise federal truck weight limits from 80,000 pounds to 91,000 pounds. The consequences would be felt immediately on Central Florida roads.

In Edgewood, more than 40,000 vehicles travel Orange Avenue every day. During peak travel seasons, our roads are not just busy, they are overwhelmed.—families on vacation, delivery vehicles, rideshares, commuters and commercial trucks, all competing for the same limited space.

Heavier trucks do not make that situation safer. They make it more dangerous.

For more than three decades, I have responded to countless crashes. Experience teaches you quickly that when things go wrong on the road, truck size and weight matters.

Heavier vehicles take longer to stop, put more strain on their braking systems and leave far less margin for error when traffic suddenly slows or conditions change. The federal government already has weighed in, with the Department of Transportation concluding that heavier trucks are far more dangerous and crash far more often.

Central Florida's roads already demand constant attention and caution. Congestion on corridors like I-4 and surrounding surface streets is a daily challenge. Introducing heavier trucks into that environment would be a recipe for disaster, increasing the severity of crashes and making recovery from incidents even more difficult. Heavier trucks also accelerate wear and tear on roads and bridges, shifting costs onto taxpayers and local governments that are already struggling to keep up with maintenance demands.

Those pushing for heavier trucks argue it would make freight movement more efficient. But efficiency for a small segment of industry should never come at the expense of public safety. The people who live, work and travel on these roads deserve better than to be treated as an afterthought in a cost-cutting exercise.

We should be focused on improving safety, reducing congestion, and protecting the traveling public, not introducing larger risks into an already complex system. Congress has rejected heavier truck proposals for many years running, and it should do so again. Heavier trucks don't belong on our roads, and communities like those in Central Florida would pay the price if they are allowed to move forward.

Chief Dean DeSchryver
Edgewood Chief of Police

Fair summer opportunities for St. Cloud's kids

Dear Editor:

I have been watching with interest the Hopkins Park situation. It would appear that Ms. Gilbert seems to think that all the needy children live around Hopkins Park. Her non-profit supposedly raises money specifically for the Hopkins Community.

Unfortunately, we have needy children throughout St. Cloud, not just in one area. So it was sad to see the City Council agree to put off a much-needed renovation (which would benefit all ages) due to one person's loud rants. And then to read that she will, "Ccontinue to reach out to the city to find a solution for the children who live outside the city limits," was appalling. If they live outside the city limits, there are options open to them where they live.

Let's be fair and continue to provide opportunities for ALL of St. Cloud's children and residents.

Camille Levee
St. Cloud

Trump Derangement Syndrome

Dear Editor:

Why do Democrat legislators and the mainstream news appear to hate America, the American people and our President? Trump Derangement Syndrome (TDS) is real!

From my perspective, it appears groups are:

Against funding the police and allowing them to do their job unless they are arresting and prosecuting Americans. Felons can't vote!

Against installing photo ID in the voting process.

Against everything that Trump does regardless if it is good for the American people.

Against Kings, which America does not have due to the fact Kings would lock up everyone protesting against the crown.

Against removing illegal entry and illegal aliens, and are protecting them if they're criminals, and not caring about Americans killed by illegals.

Against not allowing men to compete in women's sports. Why do they hate females?

There is so much more that could be written but why bother as the average person will not look up any of this to verify. Of course, not all Democrats are for this kind of thing, but they will still vote for a Democrat party candidate.

David Searcy
St. Cloud

Being proactive in pet population like Osceola

Dear Editor:

Most of my adult life I have been involved in animal advocacy and recently devoted my attention towards attempting to influence lawmakers to change or implement much needed state laws. In many places the majority of companion animal governing is handled on a county level, where Animal Control Services handle their own programs. Programs such as TNVR/Community Cats are either embraced and included … or are excluded and ignored.

Osceola County has embraced a TNVR/Community Cat program. Osceola County Animal Services provides cat colony management guidance and references and as a proactive method of controlling the overpopulation situation. But sadly, this effort is being affected in a negative manner by neighboring counties.

Neighboring Polk and Okeechobee County Animal Services do not include or embrace such programs. Both counties are highly overpopulated with feral and stray animals due to this lack of scientifically proven population management being practiced through their County Animal Service. Your tax dollars are paying for those counties' lack of responsibility and common sense.

It is time for this to be corrected, and for all counties to be as responsible as Osceola County. Since some counties refuse to do so, it is time to take this to a state level and push our state legislators for statutes and laws that blanket the entire state. Florida needs a statewide TNVR/Community Cat Program Law that would force those irresponsible counties to participate and to be proactive.

Ellen Chisholm
Haines City

Effective May 13, 2026, Enid Milland-Vigio, MD., will no longer be providing care at Optum.

Patients of Dr. Milland-Vigio may continue care at Optum–Kissimmee.

Patients can obtain copies of their medical record by using the QR code or visiting wellmedhealthcare.com for instructions on requesting a copy.

042326.ONG

NOTICE OF 30-DAY COMMENT PERIOD

AMENDMENT TO THE SECTION 108 LOAN APPLICATION AND SUBSTANTIAL AMENDMENT TO THE 2025-2029 CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN

The City of Kissimmee has announced its intent to submit a Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD) for funding to support the rehabilitation of the Haven on Vine Apartments. The original application, approved by the City Commission through a Substantial Amendment process, requested $3,000,000. Following approval, it was determined that a revision to the project scope is necessary to include installation of a main fire line required for this type of housing. This additional requirement is expected to increase project costs by up to $1,000,000, bringing the total loan request to $4,000,000. Construction is anticipated to begin after HUD approves the updated loan application. Repayment of the loan may be supported by future Community Development Block Grant (CDBG) funds as well as any program income generated by the property. To accommodate this funding request, a Substantial Amendment to the City's 2025–2029 Consolidated Plan and the 2025 Annual Action Plan is required to incorporate the Section 108 Guaranteed Loan.

A 30-day public comment period will be held beginning Friday, May 8, 2026, and ending June 8, 2026, to obtain citizen comments regarding the proposed application and associated amendments. Written comments may be submitted to: Citizen Comment, c/o Development Services Department Housing & Community Development Division, 101 Church Street, Kissimmee, FL 34741. Comments may also be emailed to: frances.dejesus@kissimmee.gov. A draft of the Section 108 Loan Application will be available for review at the City of Kissimmee Development Services Department, 101 Church Street, Kissimmee, FL 34741, during normal business hours.

The Kissimmee City Commission will conduct a Public Hearing on Tuesday, June 16, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Commission Chambers, to receive public input on the proposed application and Substantial Amendments. Persons with disabilities requiring accommodation to participate in the hearing should contact the Development Services Department at (407) 518-2156 at least forty-eight (48) weekday hours prior to the meeting.

AVISO DEL PERIODO DE COMENTARIOS DE 30 DÍAS

ENMIENDA A LA SOLICITUD DE PRÉSTAMO DE LA SECCIÓN 108 Y ENMIENDA SUSTANCIAL AL PLAN CONSOLIDADO 2025-2029 Y AL PLAN DE ACCIÓN ANUAL 2025

La ciudad de Kissimmee ha anunciado su intención de presentar una solicitud de préstamo bajo la Sección 108 al Departamento de Vivienda y Desarrollo Urbano de EE. UU. (HUD) para obtener financiación que apoye la rehabilitación de los apartamentos Haven on Vine. La solicitud original, aprobada por la Comisión Municipal mediante un proceso de Enmienda Sustancial, solicitaba 3.000.000 de dólares. Tras la aprobación, se determinó que era necesaria una revisión del alcance del proyecto para incluir la instalación de una línea principal de incendios necesaria para este tipo de vivienda. Se espera que este requisito adicional aumente los costes del proyecto hasta en 1.000.000 de dólares, evolviendo el total de solicitudes de préstamo a 4.000.000 de dólares. Se prevé que la construcción comience después de que el HUD apruebe la solicitud de préstamo actualizada. El reembolso del préstamo puede ser apoyado por futuros fondos de la Subvención Comunitaria para el Desarrollo Comunitario (CDBG), así como con cualquier ingreso generado por el programa de la propiedad. Para atender esta solicitud de financiación, se requiere una Enmienda Sustancial al Plan Consolidado 2025–2029 de la Ciudad y al Plan de Acción Anual 2025 para incorporar el Préstamo Garantizado de la Sección 108.

Se celebrará un periodo de comentarios públicos de 30 días que comenzará el viernes 8 de mayo de 2026 y finalizará el 8 de junio de 2026 para obtener comentarios ciudadanos sobre la solicitud propuesta y las enmiendas asociadas. Los comentarios escritos pueden enviarse a: Citizen Comment, c/o Departamento de Servicios de Desarrollo de la División de Vivienda y Desarrollo Comunitario, 101 Church Street, Kissimmee, FL 34741. Los comentarios también pueden enviarse por correo electrónico a: frances.dejesus@kissimmee.gov. Un borrador de la Solicitud de Préstamo de la Sección 108 estará disponible para su revisión en el Departamento de Servicios de Desarrollo de la Ciudad de Kissimmee, 101 Church Street, Kissimmee, FL 34741, durante el horario laboral habitual.

La Comisión Municipal de Kissimmee celebrará una Audiencia Pública el martes 16 de junio a las 18:00 horas, o tan pronto como el asunto se pueda escuchar, en la Sala de la Comisión Municipal, para recibir la opinión pública sobre la solicitud propuesta y las Enmiendas Sustanciales. Las personas con discapacidad que necesiten adaptaciones para participar en la audiencia deben contactar con el Departamento de Servicios de Desarrollo en el (407) 518-2156 al menos cuarenta y ocho (48) horas laborables antes de la reunión.

050726.ONG

CARTOON OF THE WEEK



ITEM 7.A
City Commission Minutes from the June 2, 2026 Meeting and KUA Interviews

Request

Approval of the June 2, 2026, Commission meeting and KUA interview minutes.

Explanation

Minutes of the Commission meeting and KUA Interviews held on June 2, 2026, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) - CCM JUN 02 2026 (KUA Interviews)
2. (S) CCM JUN 02 2026

MEETING MINUTES
SESSION OF THE KUA BOARD MEMBER INTERVIEWS
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 2, 2026, AT 5:00 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 Kalanit Oded, City Clerk Tameara Crespo, Board and Records Coordinator Paula Armas
Members Absent: Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake

Mayor Espinosa called the meeting to order at 5:08 PM.

2. DISCUSSION ITEMS

2.A Kissimmee Utility Authority (KUA) Board Candidate Interviews

Mayor Espinosa welcomed each applicant and provided a brief overview of the selection process. The commissioners reviewed the applications (Exhibit A), introduced themselves, and asked each candidate a series of prepared questions.

5:00 p.m. - Adam Adamski

Mr. Adamski's interview began at 5:08 p.m. He was asked a sequence of questions by the Commission regarding previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should she be selected to serve on the Board. Mr. Adamski reported that he recently concluded active-duty military service and now works with the CDC's Office of Emergency Management. Originally from Kissimmee, he outlined experience coordinating multidirectional task forces across state, local, and federal agencies, noting strengths in time management and responsible use of resources. He expressed interest in transitioning into local government and confirmed he does not currently serve on any City advisory board. Regarding utility priorities, he emphasized keeping rates affordable, expanding renewable-energy options, and supporting incentives such as the federal solar tax credit to help maintain cost stability for residents. Mr. Adamski stated he is still becoming familiar with the City's role in KUA, its partnerships with other providers, and the utility's current budget. He stressed that the utility should center community needs while upholding affordability, integrity, and service quality.

5:15 p.m. - Javin Lopez

Mr. Lopez's interview began at 5:20 p.m. He was asked a sequence of questions by the Commission regarding previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should she be selected to serve on the Board. Mr. Lopez noted long-term residency in the community and professional involvement with Florida and Osceola Realtors, emphasizing integrity and confidence in the services one represents. He highlighted the need to plan for continued population growth, increased electricity demand, and smart growth. He supported exploring investments in solar and emerging technologies; while noting he is not a solar expert. He also referenced the importance of scholarships, youth outreach, and maintaining a resident-focused approach. He estimated the utility's

budget at roughly $327–330 million with about 100,000 customers. Additional discussion touched on economic development, including the need for job-producing areas such as the planned business park at the airport, and the growing power demands associated with electric aircraft and data centers. He currently serves on the City's Planning Advisory Board. The City Attorney clarified that appointment to the KUA Board would require stepping down from that role. The group briefly discussed data-center considerations from both Commission and management perspectives.

Commissioner Alvarez arrived at 5:22 p.m.

5:30 p.m. - Jordan White

Mr. White's interview began at 5:40 p.m. He was asked a sequence of questions by the Commission regarding previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should she be selected to serve on the Board. Mr. White outlined extensive construction-industry experience and familiarity with RFP processes involving the City, KUA, and other utilities including OUC, FPL, and TECO. He has been engaged with KUA since 2011 and noted the advantages of having a city-affiliated utility. He referenced ongoing work related to NeoCity, infrastructure planning, and future load needs, emphasizing a data-driven, case-by-case approach. He stressed fiscal responsibility, environmental awareness, and the value of KUA's community outreach and social-media presence. He estimated the utility's budget at approximately $320 million with a capital program of about $50 million. When asked how he would collaborate with the City, he stated he aims to serve residents while also acting as a voice for the City, including in a lobbying capacity when appropriate. He works with an Ace Mentorship program to introduce high-school students to construction, architecture, and engineering, and he currently serves on no advisory boards. Regarding board service, he confirmed full support from his employer and family for any required travel.

After holding a discussion, the Commission agreed to advance the top two applicants (Javin Lopez and Jordan White) for a second round of interviews.

3. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 5:57 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Monday, April 13, 2026

Board Member Application

Your Name	Adam Adamski
Address	2952 kristin ct. Kissimmee, FL, 34744
Email	Adamvadamski@Gmail.com
Phone Number	(321) 682-1248
Are you a voter in the City of Kissimmee?	No
Is your permanent residence serviced with electricity by KUA?	Yes
Do you hold an elected, governmental position?	No
Are you employed by City of Kissimmee?	No
Are you aware that Authority Members are non-paid?	Yes
Are you currently willing and do you have the time necessary to serve as an Authority Member?	Yes
Are you a sworn law enforcement officer?	No
How long have you lived in the Kissimmee Utility service area? Please list how many years and months.	15+ years

Please list any formal education you've had, including the institution name and location, dates attended, degree received, and date received.

UCF Orlando- BS biomedical engineering, graduated 13DEC2013

Please upload a copy of your resume.

Current Resume Adamski-No Ref.pdf

Please list any management experience you've had including the name & location, the dates from-to, your title, degree of responsibility, number of employees for which you were responsible and budgetary dollars for which you were responsible.

Officer US Navy, 2015-Present(Reserve)

Please list any civic activities: (Service Club, Church Activities, City Boards, etc.)

Central Florida volunteer

Date

Monday, April 13, 2026

Certification

I hereby certify that I meet the requirements of board member in the KUA Charter and I further certify that I am a customer in good standing with KUA, with all KUA services in my name or for which I am responsible in a current, non-delinquent status.

Acknowledge

By submitting this form, I acknowledge I have reviewed all the necessary documents listed on this page.

ADAM V. ADAMSKI

321.682.1248 | AdamVAdamski@Gmail.com | LinkedIn Profile | Clearance Level: TS/SCI | Relocatable

STRATEGIC LEADER IN MILITARY, OPERATIONS, PUBLIC AFFAAIRS, TRAINING, AND ADMINISTRATION

Versatile and dynamic professional with a strong background in public administration and operations within the US Department of Defense. Adept in coordinating complex programs and leading diverse teams, evidenced by managing 315+ military personnel. Possesses active TS/SCI clearance and a Bachelor's in Biomedical Engineering. Renowned for driving operational excellence and delivering innovative solutions in high-pressure environments.

PROFESSIONAL SKILLS

Active TS/SCI Clearance • Strategic Leadership • Team Management • Project Management • Operations Coordination • Military Training Development • Compliance Oversight • Public Affairs Communication • Process Improvement • Risk Management • Quality Assurance • Cross-Functional Collaboration • Data Analysis • Data Privacy • Security Compliance • Office Administration

PROFESSIONAL EXPERIENCE

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) Globel | Atlanta, GA | 12/2024 – Present

- **Lead Training Specialist GS-13 €**
  - **Emergency Operations Training:** Develop additional training and educational materials to support the Department of Emergency Operations (DEO) programs and projects.
  - **Responder Education:** Works closely with leadership and scientific staff to establish and monitor tasks as it relates to responder education and training to ensure training deliverables are met.
  - **Training Content Development:** Facilitate development of briefings to include updating training content, delivering materials, managing and updating SOPs, functional mailboxes, and deployment liaison activities
  - **Field Deployment Support:** Provide biological, radiological, and chemical hazards field pre-deployment and deployer data.
  - **Innovative Instructional Technologies:** Use innovative instructional technologies in the design and management of web-based training that is 508 compliant for CDC use.

AMAZON.COM, INC | JEFFERSON, GA | 05/2024 – 11/2024

- **Operations Area Manager**
  - **Expertise in Operational Scheduling:** Expertly coordinate scheduling requirements, overseeing the development and execution of daily Associate schedules using tools like Pulse.
  - **Data Administration and Reportage:** Compile and organize key operational and training reports, ensuring accuracy and accessibility of important squadron information.
  - **Administrative and Compliance Specialist**: Collaborate with all support teams including Safety, Engineering, Loss Prevention, Quality Assurance, Human Resources to develop plans to meet business objectives.
  - **Quality Assurance:** Oversees the testing and inspection processes to ensure that products, services, and systems meet the company's high standards for quality, reliability, and customer satisfaction, while also driving continuous improvement initiatives.

US DEPARTMENT OF DEFENSE | PENSACOLA, FL | 08/2023 – 05/2024

- **Program Air Operations & Admin GS-5**
  - **Operational Scheduling Expertise:** Expertly coordinate scheduling requirements, overseeing the development and execution of daily flight schedules using tools like (T)Sharp.
  - **Data Management and Reporting:** Compile and organize key operational and training reports, ensuring accuracy and accessibility of important squadron information.
  - **Administrative and Compliance Specialist:** Lead in drafting and revising naval and business correspondence, adhering to strict standards, while providing essential administrative support for audits, inventories, and various operational functions.
  - **Strategic Implementation:** Implement strategic initiatives to optimize operational efficiency and effectiveness within squadron operations.
  - **Stakeholder Communication:** Serve as a key liaison between various departments and stakeholders to facilitate seamless operations and communications.

US NAVY | GLOBAL | 01/2015 – 01/2022

- **Naval Aviator & UAV Operator (Primary Billet) GS-10**
  - **Leadership and Team Development:** Mentor and lead team members to ensure mission success, fostering a culture of excellence and compliance with operational standards.
  - **Communication and Reporting:** Maintain constant communication with flight teams, ensuring accurate and high-quality mission reporting.
  - **Regulatory Adherence and Safety:** Implement and enforce operational practices in line with regulations and guidelines, prioritizing safety, and efficiency.
  - **Operational Analysis:** Analyze mission outcomes and strategies to drive continuous improvement and efficiency in operations.
  - **Training and Education:** Develop and deliver comprehensive training programs to enhance team skills and knowledge, ensuring operational excellence.
  - **Risk Assessment and Mitigation:** Conduct thorough risk assessments and implement mitigation strategies to ensure mission safety and compliance with aviation protocols.

- **Asst. Training Officer (Secondary Billet)**
  - **Instructional Leadership: Collaborate with school officials and instructors to identify and address learning barriers, directly contributing to program improvements.**
  - **Educational Support and Resources: Direct the provisioning of training aids and resources to optimize instructional quality and support voluntary education programs.**
  - **Curriculum Innovation: Lead the design and implementation of innovative training modules and materials, enhancing learning experiences and outcomes.**
  - **Performance Evaluation and Feedback: Assess training outcomes and provide constructive feedback to improve trainee performance and overall program effectiveness.**
- **Public Affairs Officer (Secondary Billet)**
  - **Media Relations Specialist:** Established and nurtured productive relationships with media representatives to enhance public perception and transparency.
  - **Community Engagement Strategist:** Spearheaded community relations programs, bolstering organizational presence and support within the community.
  - **Interagency Collaboration Facilitator:** Maintained vital communications with government agencies, ensuring coordinated efforts on public interest issues.
  - **Information Dissemination Manager:** Managed the flow of information to internal and external stakeholders.
- **Manager Internal Control Coordinator (Secondary Billet)**
  - **Compliance Oversight Leader:** Reviewed and optimized accounting and financial controls, ensuring legal compliance and organizational integrity.
  - **Process Improvement Advocate:** Identified and implemented necessary adjustments to compliance processes, enhancing operational efficiency and legal adherence.
  - **Staff Communication Coordinator:** Ensured swift and clear communication of changes and updates to internal controls among department managers and staff.

OSCEOLA REGIONAL MEDICAL CENTER/HCA | KISSIMMEE, FL | 01/2013 - 01/2015

- **Inpatient/Outpatient Registration**
  - **Patient Information Analyst:** Accurately collected and verified patient information and insurance details, ensuring seamless patient registration processes.
  - **Financial Coordination Specialist:** Managed patient financial data, authorizing insurance, and calculating liabilities to facilitate accurate billing and payments.
  - **Patient Advocacy Representative:** Conducted patient interviews to gather essential health and treatment consent, ensuring documentation completeness and compliance.

Marriott's Lakeshore Reserve / Disney World | Orlando, FL | 01/2009 - 01/2013

- **Hospitality / Guest Service / F&B**
  - **Guest Experience Enhancement:** Delivered outstanding service, maintaining a hospitable environment and swiftly resolving guest issues to ensure satisfaction.
  - **Food & Beverage Operations Assistant:** Supported the delivery of high-quality dining experiences, from meal preparation to service, while upholding hygiene standards.
  - **Hospitality Ambassador:** Contributed to creating memorable guest experiences, reinforcing the brand's reputation for excellent hospitality and service.

MILITARY SERVICE

- **Branch:** US Navy
- **Highest Rank Achieved:** Lieutenant/O3
- **Occupation:** 1310 - Naval Aviator
- **Character of Discharge:** Honorable

EDUCATION

- **Bachelor of Science in Biomedical Engineering**
  University of Central Florida, Orlando, FL | December 2013
- **Associate of Arts in General Science**
  Valencia College, Orlando, FL | May 2011

CERTIFICATIONS / LICENSES

- **Commercial Fixed/Rotor/UAV Pilot** – FAA/US Navy
- **Project Management Professional** - Google University
- **Emergency Operations Responder** – CDC/HHS
- **National Disaster & Relief Operations** – FEMA
- **Aviation Air & Ground Safety** – US Navy/DoD
- **Risk Management & Mitigation** – US Navy/DoD
- **Secret/Top Secret Document Courier** – US Navy/DoD
- **Aircraft, Ship, & Ground Fire Fighting** – US Navy/DoD
- **Survival, Evasion, Resist, & Escape (SERE)** - US Navy/DoD

REFERENCES

- Capt Amanda Molina, Esquire | USAF/US House of Rep JAG & Staffer | ()
- Cresandra Anderson | CDC DEO Training Coordinator | ()
- CDR Jonathan Morton | USN Pilot/Department Head/Commander | ()
- MAJ Martin Palermo | USMC Pilot | ()
- MAJ Dale Higgins | USMC Pilot | ()
- Rebecca Schleiden | Department of the Navy, Civilian Supervisor | ()

Friday, March 20, 2026

Board Member Application

Your Name	Javin Lopez
Address	2400 ruddenstone way Kissimmee, Fl, 34744
Email	javin.lopez@gmail.com
Phone Number	(407) 873-6606
Are you a voter in the City of Kissimmee?	Yes
Is your permanent residence serviced with electricity by KUA?	Yes
Do you hold an elected, governmental position?	No
Are you employed by City of Kissimmee?	No
Are you aware that Authority Members are non-paid?	Yes
Are you currently willing and do you have the time necessary to serve as an Authority Member?	Yes
Are you a sworn law enforcement officer?	No
How long have you lived in the Kissimmee Utility service area? Please list how many years and months.	20years

Please list any formal education you've had, including the institution name and location, dates attended, degree received, and date received.

Christian life high school Kenosha Wisconsin 2001

Please upload a copy of your resume.

PDF Untitled.pdf

Please list any management experience you've had including the name & location, the dates from-to, your title, degree of responsibility, number of employees for which you were responsible and budgetary dollars for which you were responsible.

Berkshire Hathaway home services, 10 years Mentoring 30+ agents in production and services, Office volume was around 150 million

Avanti Way Realty, Training new agents in production and customer service

10 years at Expedia training sales reps in the us

As a Director for both Osceola Realtors , 6000 members
Florida realtors , 200,000 members our board oversees
Approving annual budgets, oversight of financial help, evaluating major investments

Please list any civic activities: (Service Club, Church Activities, City Boards, etc.)

Currently serving on planning advisory board for the city of Kissimmee , active Guardian ad litem In Osceola County. Active church member at Renuevo in bbl since 2005

Date

Friday, March 20, 2026

Certification

I hereby certify that I meet the requirements of board member in the KUA Charter and I further certify that I am a customer in good standing with KUA, with all KUA services in my name or for which I am responsible in a current, non-delinquent status.

Acknowledge

By submitting this form, I acknowledge I have reviewed all the necessary documents listed on this page.



Javin Lopez

Real Estate Expert

CONTACT

407-873-6606

Javin.Lopez@gmail.com

Board leadership participation within regional and statewide REALTOR organizations
Advisory involvement with MLS initiatives focused on market transparency and industry advancement
Participation in municipal planning discussions related to growth, land use, and economic development

Strategic Expertise

Real estate development strategy and project positioning
Investment partnerships and capital collaboration
Market expansion and opportunity identification
Land acquisition and development planning
Business development and strategic negotiation
Public and private sector engagement

Industry Leadership & Governance

- Board of Director – Osceola REALTORS® Association
- Board of Director – Florida REALTORS® Association
- Member – Stellar MLS Advisory Council
- Planning Advisory Committee – City of Kissimmee

PROFILE

Strategic real estate professional focused on development strategy, investment partnerships, and
market expansion in Central Florida. Recognized for identifying opportunities, cultivating investor relationships, and guiding projects from concept through execution. Known for connecting private investment, development initiatives, and community engagement to support long term market growth
and economic development.

Professional background includes more than a decade working with a global technology company with Berkshire Hathaway Home Services and recently changing broker to Avanti Way Leading the industry in PROPTECH.

Focused on digital commerce and operational strategy with a focus on development strategy, investment collaboration, and regional market growth.

Former professional with Expedia.com for over a decade, contributing to large scale digital commerce
and customer operations. Transitioned into real estate development, investment strategy, and advisory.

Real Estate Development | Investment Strategy | Strategic Partnerships | Land Acquisition | Market
Analysis | Business Development | Negotiation | Economic Development | Industry Leadership

Saturday, March 28, 2026

Board Member Application

Your Name	Jordan White
Address	1539 Gants Circle Kissimmee, Florida, 34744
Email	jwhitedemo@gmail.com
Phone Number	(407) 235-5261
Are you a voter in the City of Kissimmee?	Yes
Is your permanent residence serviced with electricity by KUA?	Yes
Do you hold an elected, governmental position?	No
Are you employed by City of Kissimmee?	No
Are you aware that Authority Members are non-paid?	Yes
Are you currently willing and do you have the time necessary to serve as an Authority Member?	Yes
Are you a sworn law enforcement officer?	No
How long have you lived in the Kissimmee Utility service area? Please list how many years and months.	14 years 00 Months

Please list any formal education you've had, including the institution name and location, dates attended, degree received, and date received.

Masters Business Administration, Western Governors University, 2019-2021, Business Ethics, Entrepreneurship received May 2021

Bachelors of Science, Florida State University, 2009-2012, Geography, Environmental Studies received May 2012

Associates in Science, Tallahassee State College, 2006-2009, Construction Management received May 2009

Please upload a copy of your resume.

Jordan White - Preconstruction Resu... .pdf

Please list any management experience you've had including the name & location, the dates from-to, your title, degree of responsibility, number of employees for which you were responsible and budgetary dollars for which you were responsible.

Preconstruction Manager – NEI General Contracting
Managed preconstruction for multifamily projects ($1M–$100M), averaging $20M, from conceptual design through construction start. Directed design coordination, budgeting, scheduling, and contract negotiations over 1–2 year preconstruction cycles.
Oversaw a 5-person preconstruction team, ensuring on-time, accurate estimates and successful project transitions to field operations.

Please list any civic activities: (Service Club, Church Activities, City Boards, etc.)

Parishioner and volunteer at St. Thomas Aquinas Catholic Church & School
Associates of Builders and Construction of Central Florida

Date

Friday, March 27, 2026

Certification

I hereby certify that I meet the requirements of board member in the KUA Charter and I further certify that I am a customer in good standing with KUA, with all KUA services in my name or for which I am responsible in a current, non-delinquent status.

Acknowledge

By submitting this form, I acknowledge I have reviewed all the necessary documents listed on this page.



JORDAN WHITE

PRECONSTRUCTION / PROJECT MANAGER

407-235-5261 JWhiteDemo@gmail.com Orlando, FL

EDUCATION

Master's Business Admin
Western Governors University
May 2021
Management, Leadership Ethics

Bachelor of Science
Florida State University
May 2012
Geography, Urban & Regional Planning, Environmental Study

Associates of Arts & Science
Tallahassee State College
May 2010
Construction Management

TECHNICAL SKILLS

- Estimating & Takeoff Tools
- Scheduling Software
- Procore & Bluebeam
- Microsoft Office Suite
- Microsoft Excel
- AI-Driven Productivity, Research, & Planning

PROFESSIONAL DEVELOPMENT

Certificate of Entrepreneurship
Jim Moran Institute at FSU
May 2012

PROFESSIONAL OVERVIEW

Strategic construction leader with over 25 years of experience across general contracting, preconstruction, business development, estimating, and project management. Proven ability to build and strengthen client relationships, lead multidisciplinary teams, delivering accurate and competitive estimates, schedules, and management strategies. Recognized for improving workflows, operational efficiency, and supporting high profile construction projects throughout the county

PROFESSIONAL EXPERIENCE

Preconstruction Project Manager

NEI General Contracting, Winter Garden, FL | 2021 – present

Strategic management of preconstruction activities from conceptual project stage through contract, buyout, and project operations handover. Working directly with clients to help projects pencil through value management, risk assessment, competitive bidding, and subcontractor procurement throughout the country

- Preconstruction management from project initiation through buyout
- Fully transparent takeoffs, estimates, schedules, & trade specific packages
- Helped build the current Orlando precon team, and start Houston branch
- Managing year-over-year growth: 2024 = $82M, 2025 = $156M, 2026* = $250M

Lead Estimator

The Walt Disney Company (BVCC), Lake Buena Vista, FL | 2017 – 2021

Directed estimating operations for design build, ground up construction, façade renovations, emergency projects, and specialized Disney Resort scopes.

- Managed property wide preconstruction activities for Walt Disney World
- Provided detailed estimates, project schedules, labor & material analyses
- Collaboration with internal trade groups including carpentry, masonry, painting, plumbing, and electrical for accurate preconstruction pricing

Business Development Manager / Lead Estimator

NorthStar Demolition & Remediation, Orlando, FL | 2012 – 2017

Oversaw regional business development, preconstruction management, contract negotiations, client relationships, and project acquisitions across the Southeast

- Managed procurement and project oversight for all awarded contracts
- Priced 25+ projects per month, averaging (5) concurrent projects monthly
- Projects in commercial, hotel, retail, industrial, federal & municipality

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 2, 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 Kalanit Oded, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A 2026 Fair Housing Drawing Contest

Recognition of the winners and participants in the 2026 Fair Housing Drawing Contest.

Housing Manager Frances DeJesus presented certificates to the winners. DeJesus thanked the Osceola County Association of Realtors for their continued support.

3.B Proclamation — National Homeownership Month

National Homeownership Month Proclamation presentation to Joe Johnson.

City Manager Steigerwald read a proclamation in honor of National Homeownership Month as the Mayor and Commissioners presented the proclamation. Recipient Joe Johnson thanked the City for its support.

3.C Employee of the Month for June

Staff requests that the City Commission join the City Manager in recognizing Ulises Jimenez of the Public Works Department as the Employee of the Month for June.

City Manager Steigerwald introduced Ulises Jimenez of the Public Works Department and reviewed the qualities and attributes that led to his 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 rather by nominations reviewed and selected by a committee of their peers from all departments in the City, and that there is no greater honor. Jimenez thanked his team for their support.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing — Final Reading – Proposed Ordinance # 26-06 – Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Industrial Business (IN): Hoagland Rd. Future Land Use Map Amendment – LUPA-25-0002

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND 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.

Requesting approval of a Final Reading of proposed Ordinance # 26-06 Future Land Use Map Amendment to change the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Industrial Business (IN) on approximately 18.00 acres of land on Parcel ID: 30-25-29-00U0-0080-0000

City Clerk Crespo read Ordinance # 3137 by title. Planner Ryan Altizer reviewed the land use map amendment and discussed the agenda item details. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Alvarez moved to adopt Ordinance # 3137. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.B Public Hearing — Final Reading – Proposed Ordinance # 26-07 – Amending the Zoning Map designation from Agricultural Conservation (AC) to Industrial Business (IB): Hoagland Rd. Zoning Map Amendment – ZMA-25-0004

AN ORDINANCE AMENDING ORDINANCE NO. 3129 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Requesting approval of Final Reading of Proposed Ordinance # 26-07 for a Zoning Map Amendment to change the Zoning Map designation from Agricultural Conservation (AC) to Industrial Business (IB) on approximately 18.00 acres of land on Parcel ID: 30-25-29-00U0-0080-0000.

City Clerk Crespo read Ordinance # 3138 by title. Planner Ryan Altizer reviewed the zoning map amendment and discussed the agenda item details. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Martinez moved to adopt Ordinance # 3138. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.C Public Hearing — First Reading – Proposed Ordinance # 26-08 – Amending the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS): Hoagland Rd. Future Land Use Map Amendment — LUPA-25-0009

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF

KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND 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.

Requesting approval of a First Reading of proposed Ordinance # 26-08 for a Future Land Use Map Amendment to change the Future Land Use Map designation from Single-Family Low Density Residential (SF-LDR) to Conservation (CONS) on approximately 157.31 acres of land on Parcel IDs: 30-25-29-00U0-0080-0000, 25-25-28-00U0-0110-0000 and 36-25-28-00U0-0010-0000.

City Clerk Crespo read Proposed Ordinance # 26-08 by title. Planner Ryan Altizer reviewed the land use map amendment and discussed the agenda item details. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Alvarez made a motion to approve the First Reading of Proposed Ordinance # 26-08. Commissioner Martinez seconded the motion.

Motion carried 5 – 0.

4.D Public Hearing — First Reading – Proposed Ordinance # 26-15 – An Ordinance establishing the Hilliard Isle Community Development District (CDD)

AN ORDINANCE OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA, ESTABLISHING THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 451 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD OF SUPERVISORS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Approval of the petition to establish the Hilliard Isle Community Development District (CDD) and adoption of Proposed Ordinance # 26-15

City Clerk Crespo read Proposed Ordinance # 26-15 by title. Planning Manager Brenda Ryan reviewed the project and agenda item. Mayor Espinosa announced the Public Hearing with no response from the audience. Mayor Espinosa and Commissioner Martinez disclosed they had conducted a site visit of the property during a ribbon-cutting ceremony. Per City Attorney Oded, the visit does not disqualify either official from participating in the vote. Commissioner Martinez made a motion to approve the First Reading of Proposed Ordinance # 26-15. Commissioner Eady seconded the motion.

Motion carried 5 – 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 residents addressed the Commission on a variety of topics, including the Azure Hotel Convention Center Project, government transparency, project status updates, experiences with the City's permitting process and associated costs, improvements needed at the park on Central Avenue, and updates regarding pending ethics complaints.

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 Martinez made a motion to approve the consent agenda in its entirety. Commissioner Alvarez seconded the motion.

Motion carried 5 – 0.

7.A City Commission Minutes from the May 19, 2026, Meeting

Approval of the May 19, 2026, Commission meeting minutes.

7.B Easement Agreements for Woodside Drainage & Utility Phase 2

Requesting approval to enter into a Temporary Construction Easement Agreement (Contract #20260214) and a Perpetual Easement Agreement (Contract #20260215) between the City and Self-Storage Portfolio XXII DST for the Woodside Drainage & Utility Infrastructure Improvements Phase 2 Project, and authorization for the City Manager or designee to execute any extensions, amendments, or other documents necessary to administer the agreements.

7.C Professional Services for National Pollutant Discharge Elimination System

Request approval of a Consultant Services Authorization (CSA) (Contract# 20260187) with WSP USA Inc., for professional services related to the National Pollutant Discharge Elimination System (NPDES) in the amount of $82,485.81, and authorization for the City Manager or designee to execute any related documents or change orders necessary to carry out the terms of this contract.

7.D 3-Year HOME Program Consortia Renewal (FYs 2027, 2028, and 2029)

Requesting approval for the Mayor to execute the 3-Year HOME Program Consortia Renewal (Grants #HOME26, #HOME27 and #HOME28).

7.E Approval of an Election Administration Policy

Approval of a policy that would establish guidelines and procedures to ensure proper administration of municipal elections, candidate qualifications, and the collection and deposit of election assessments.

7.F Second Extension of Continuing Surveying Services Contracts

Request approval for the second one-year extension of the Continuing Surveying Services contracts with the following firms: DRMP, Inc. (#20230253), Johnston’s Surveying, LLC. (#20230254), Hanson Walter & Associates, Inc. (#20230255), and KPM Franklin Surveying, Inc. (#20230256).

7.G Construction Services for the Chambers Park Phase 2 Project

Requesting approval to contract with 8-KOI, Inc. (Contract #20260213) for construction services for the Chambers Park Phase 2 Project in the amount of $203,351.00, and authorization for the City Manager or their designee to sign any additional documents or change orders necessary to carry out the terms of this contract.

7.H Tohopekaliga Water Authority Developer’s Service Agreement

Requesting approval of the Developer’s Service Agreement between the City of Kissimmee and the Tohopekaliga Water Authority for the Kissimmee Gateway Airport's new air traffic control tower (contract #20260216).

7.I Acceptance of funding from the Florida Department of Transportation Alert Today Florida’s High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Approval to authorize the Chief of Police to execute the Letter of Agreement (Grant #HIGHVIS26) with the Institute of Police Technology to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

8. DISCUSSION ITEMS

8.A Commission Action on Sworn Complaint Against Mayor Jackie Espinosa

Commission Action on the sworn complaint.

Mayor Espinosa handed the gavel to Vice Mayor Eady, who presided over item 8.A.

City Manager Steigerwald reviewed the item and stated that, following the Commission's approval of a resolution to temporarily suspend section 30-25 of the city code, Commission direction was needed on whether to hold the complaint or move forward with transmitting it to the Ninth Judicial Circuit. Vice Mayor opened the floor for public comments. City Attorney Oded advised that no public comment would be received on the item.

Commissioner Ortiz made a motion to accept the complaint and hold it until the ordinance has been amended. Commissioner Alvarez seconded the motion.

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

Motion failed 2 – 2 – 1.

City Manager Steigerwald clarified that because the vote failed, no action was taken on the complaint. The gavel was returned to Mayor Espinosa, who resumed presiding over the remainder of the meeting.

8.B Advisory Board Vacancy: Planning Advisory Board

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

Commissioner Alvarez made a motion to appoint Martin Levert to the Planning Advisory Board. Commissioner Ortiz seconded the motion.

Motion carried 5 – 0.

8.C Kissimmee Utility Authority (KUA) Board Appointment

To select and appoint one of the previously interviewed candidates recommended by Kissimmee Utility Authority to fill the current vacancy on the KUA Board.

City Manager Steigerwald reported that interviews with three applicants were conducted at 5:00 p.m. Following discussion, the Commission reached a consensus to invite the two top finalists, Javin Lopez and Jordan White, to participate in a second round of interviews. The matter will return to the Commission for a formal vote after the additional interviews have been completed.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reported that legislation approved earlier today authorizes an increased homestead exemption for residential properties, beginning with a $150,000 exemption in the first year and increasing to $250,000 in 2028. He stated that staff is analyzing the impact of the measure and preparing recommendations for budget reductions that may be necessary to maintain a balanced budget. These recommendations are

expected to be presented during the first week of July in anticipation of the upcoming budget workshop. He also announced that the City's Juneteenth Celebration will be held on June 13 at Lakefront Park.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez provided an update regarding a recent ethics complaint filed with the Commission on Ethics and noted that the case had been dismissed. Mayor Espinosa highlighted several positive developments within the City, including the successful award of a $10 million grant for the construction of the new Kissimmee Gateway Air Traffic Control Tower. Vice Mayor Eady expressed appreciation to Darren Soto for his support throughout the process and for his assistance in securing the grant on behalf of the City.

10. ADJOURNMENT

Commissioner Eady made a motion to adjourn. Commissioner Ortiz seconded the motion.

Motion carried 5 – 0.

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

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

✓

EXHIBIT "A"

DATE: 6-2-26

AGENDA ITEM #: 6 PUBLIC COMMENT

NON-AGENDA ITEM: PERMITTING

NAME: RAY PARSONS

ADDRESS: 111 EGMONT CIRCLE CITY: KISS STATE: F 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

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: 6/2/2026

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM:

NAME: Olga Cariño

ADDRESS: 1091 Hidden Hollow CITY: Kissimmee 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: 6/2/26

AGENDA ITEM #: ~~8~~ Hear the audience

NON-AGENDA ITEM: _____

NAME: Lillian Evans

ADDRESS: 1715 sunny CITY: Kiss 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

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: 06/2/26

AGENDA ITEM #: ~~7~~ Hear the audience

NON-AGENDA ITEM: _____

NAME: Jordan Rivera

ADDRESS: 1701 Central Ave 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
- [x] 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: 6/2/2026

AGENDA ITEM #: OPEN COMMENTS

NON-AGENDA ITEM: Speaking on issues

NAME: Jacqueline Trombley

ADDRESS: 139 westwood drive CITY: Daytonabeach STATE: FL ZIP: 32119

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.

ITEM 7.B
Forestry Chipper Truck Purchase

Request

Approval to purchase a truck with a forestry chipper dump body for the Parks and Recreation Department in the amount of $113,872, per the Florida Sheriff Association Contract (Contract #20260225).

Explanation

The Parks and Recreation Department budgeted to purchase a truck with a forestry chipper dump body. This unit will replace two existing units (PR249 (2013) and PR245 (2012)), which are currently 13 and 14 years old, respectively, exceeding the City's replacement-cycle criteria. The unit will be used daily to tow the wood chipper and to receive and transport chipped plant materials cut and trimmed by the Parks and Recreation Department. The ability to chip onsite or within parks and expedite the handling of plant material will reduce the need to transport whole green waste to the local waste facility at a cost. This will reduce risk, liability, and labor while allowing the majority of the wood fiber to be reused in the City’s parks and public lands. This truck will be used throughout all city parks and public lands and can assist other city departments.

The City’s Procurement Division will purchase this unit from Palmetto Ford of Miami for $113,872 (Contract 20260225) through the Florida Sheriffs Association Contract # FSA25-VEH23.0

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150206-506494	PR2516	Decrease	$151,684	$113,872

Financial Summary:

Funds are currently available in project PR2516 to complete this purchase.

Recommendation

Purchase a truck with a forestry chipper dump body for the Parks and Recreation Department in the amount of $113,872.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

City of Kissimmee

Attachment(s):

1. CITY OF KISSIMMEE SPEC 39 F550 SUPERCAB 4X4 X5H 11FT CHIPPER DUMP FSA PRICE SHEET 04-30-2026
2. Florida Sheriffs Association Contract 2025&2026
3. (S) FL Sheriffs Association Participating Entity Addendum (Forestry Chipper Truck)

Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166
305-470-1334 Direct / 305-972-7133 Mobile
crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA25-VEH23.0

Purchaser: CITY OF KISSIMMEE — Date: 04/30/2026
Address: 101 CHURCH STREET, SUITE 430 — Phone: 407-725-0386
City: KISSIMMEE, FL. 34741 — MICHAEL MCCLUNG
michael.mcclung@kissimmee.gov

Base Model:	SPEC # 37 2026 FORD F550 CREW CAB 4X4 - W5H (18,000 GVWR)	Price:	**$67,015.00**
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior / Interior Color:	(Z) WHITE / (AS) MEDIUM DARK SLATE VINYL		
Delivery Info:	ESTIMATED AT 18 WEEKS FROM RECEIPT OF PURCHASE ORDER		
Option #	99T - 6.7L V8 DIESEL ENGINE	Price:	$0.00
Option #	44G - FORD 10-SPEED AUTOMATIC TRANSMISSION	Price:	$0.00
Option #	STD - POWER GROUP, LOCKS, WINDOWS, MIRRORS	Price:	$0.00
Option #	STD - TRAILER TOW MIRRORS	Price:	$0.00
Option #	153 - FRONT LICENSE PLATE BRACKET	Price:	$0.00
Option #	535 - HIGH CAPACITY TRAILER TOW PACKAGE. REQ. 99T, 68H AND L/S AXLE	Price:	$574.00
Option #	18B - FACTORY CAB STEPS	Price:	$441.00
Option #	52B - FACTORY TRAILER BRAKE CONTROLLER	Price:	$297.00
Option #	68H - 19,550 GVWR PACKAGE. REQ. 535 AND L/S AXLE OPTIONS	Price:	$1,143.00
Option #	76C - FACTORY BACK UP ALARM	Price:	$228.00
Option #	872I - FACTORY BACK UP CAMERA AND INSTALLATION	Price:	$738.00
Option #	CA84 - 84" CAB TO AXLE	Price:	$178.00
Option #	DUMP-11/3YD - 11' 3-4YD DUMP BODY WITH 16" SIDES, 6" BOARDS, ELECTRIC	Price:	$21,141.00
Option #	HOIST.	Price:	$0.00
Option #	NLBR - COST TO UPGRADE TO FALCON 11' CHIPPER DUMP BODY, POWDER	Price:	$11,462.00
Option #	COATED WHITE, VENTS IN RADIUS PANEL, CAM STYLE TAILGATE LATCH,	Price:	$0.00
Option #	SWING TO STREET SIDE TAILGATE, "L" TOOL BOX AT BOTTOM FRONT BEHIND	Price:	$0.00
Option #	CAB (BOTH SIDES), BODY UNDERCOATING, BODY INTERIOR SPRAYLINED, PTO	Price:	$0.00
Option #	DRIVEN HYDRAULIC HOIST. REQ. "PTO" OPTION.	Price:	$0.00
Option #	FCSS - FOUR CORNER SPLIT AMBER / WHITE LED STROBES, FRONT / REAR	Price:	$748.00
Option #	PTO - TRANSMISSION POWER TAKE OFF AND HYDRAULIC PUMP FOR DUMP	Price:	$7,213.00
Option #	TGM - LT225/70R19.5 REAR TRACTION TIRES (4)	Price:	$188.00
Option #	TOWPKG - HITCH RECIEVER, 7-WAY PLUG, 2 5/16" BALL / PINTLE COMBO	Price:	$1,635.00
Option #	X4L - 4.30 LIMITED SLIP REAR AXLE	Price:	$391.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Note:	2026 SUPERDUTY ORDERS ARE BALANCED OUT AS OF MAY 1ST, 2026		
Note:	PRICE INCREASE FOR 2027 YEAR MODEL TRUCK IN LIUE OF 2026 YEAR MODEL		$480.00
		Total Price of Base Unit and all Selected Options:	**$113,872.00**

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Contract Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

NOTICE OF FINAL AWARD
CONTRACT FSA25-VEH23.0: Heavy Trucks

Date: October 1, 2025

To: All Prospective Bidders and Purchasers

From: Matt Dunagan, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Megan Taber, Cooperative Purchasing Program Director

Re: Contract Number FSA25-VEH23.0 Heavy Trucks: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Heavy Trucks. This contract is in effect beginning October 1, 2025, through September 30, 2027.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA25-VEH23.0 : Heavy Trucks. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis
- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor
- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

The competitive process for this award began in March of 2025, when FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding heavy truck and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on March 28, 2025, and within the Florida Administrative Register on March 28, 2025, and May 1, 2025.

From the ITB, 40 bidders completed the pre-bid process. Of these respondents, 34 submitted bids. 28 responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

- All Roads Kenworth, LLC.
- Altec Industries, Inc.
- Bachrodt FT, LLC. Dba Palmetto Ford of Miami
- Beck Chrysler Dodge Jeep

- Bozard Ford
- Broyhill Equipment, LLC.
- Container Systems & Equipment Co., Inc.
- Cumberland International Trucks of Florida
- DeLand Truck Center, Inc.
- Duval Ford, LLC.
- Florida Kenworth, LLC.
- Florida Transportation Systems, Inc.
- Kenworth of Jacksonville
- Matthews Bus Alliance, Inc.
- Model 1 Commercial Vehicles, Inc.
- Nextran Truck Centers
- Orlando Freightliner
- Ottawa Trucks Center, Inc.
- RDK Assets, Inc.
- Rechtien International Trucks
- Ring Power Corportation
- Rush Truck Centers of Florida, Inc.
- SBL Freightliner, LLC.
- Sun State International Trucks
- Tampa Truck Center
- Terradyne Armored Vehicles, Inc.
- The Peterbilt Store South Florida, LLC.
- Truckmax, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Awarded Vendor Contract Signature Pages

Docusign Envelope ID: 1BDB59CB-8F71-4ED9-9AF8-AB02E9489AE4

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name All Roads Kenworth LLC

Business Address 2909 S Andrews Ave
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent mcrawford@allroadstrucks.com

Signature Signed by: Michael Crawford 5F3AF30D0BFB47B...

Date 9/27/2025

Docusign Envelope ID: 57039D37-320F-4C6C-A14A-A48500C911F4

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Altec Industries, Inc.

Business Address 210 Inverness Center Pkwy
Birmingham, AL 35242

Name of Authorized Agent Brooklyn Russell

Email address of authorized agent contractmanagement@altec.com

Signature Signed by: Brooklyn Russell EF524702A8584A8...

Date 9/25/2025

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Bachrodt FT, LLC dba Palmetto Ford of Miami

Business Address 7245 NW 36th Street, Miami, FL. 33166

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature Signed by: Charlie Rodgers 1C63450A9FFF413...

Date 9/26/2025

Docusign Envelope ID: 540CD11D-CEE0-4AB5-8F4F-10DD47544723

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name BECK CHRYSLER DODGE JEEP

Business Address 256 HWY 17 NORTH PALATKA FL 32177

Name of Authorized Agent Brandy Sloan

Email address of authorized agent contractinfo@beckfleet.com

Signature Signed by: Brandy Sloan C989DAD713D6403...

Date 9/29/2025

Docusign Envelope ID: A585437C-BC0F-4952-B403-33CD0A1D7332

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Bozard Ford Co

Business Address 540 Outlet Mall Blvd
St. Augustine, Fl 32084

Name of Authorized Agent Jeff Young

Email address of authorized agent jyoung@bozard.com

Signature Signed by: Jeff Young 95278DB5FBF54E7...

Date 9/26/2025

Docusign Envelope ID: 9C5DD57C-9DAA-4772-8EC7-DBB45E6FCE02

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Broyhill Equipment LLC

Business Address One North Market Square PO Box 475
Dakota City NE 68731

Name of Authorized Agent Tammy Steemken

Email address of authorized agent accounting@broyhill.com

Signature DocuSigned by: Tammy Steemken 1E71F74C01D940B...

Date 9/25/2025

Docusign Envelope ID: 477F99BD-29FC-44C6-A6BE-0074AB3E3A15

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Container Systems & Equipment Co., Inc.

Business Address 506 Bellevue Av.
Daytona Beach, FL 32114

Name of Authorized Agent William Young

Email address of authorized agent byoung@containersys.com

Signature Signed by: William Young 55E2D5B724E54AD...

Date 9/25/2025

Docusign Envelope ID: 02C9424D-A25D-476A-83D1-D2BE0F4B0611

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Cumberland International trucks of Florida LLC

Business Address 2110 S Division Ave, Orlando, FL 32805

Name of Authorized Agent Erick Creasey

Email address of authorized agent ecreasey@cltte.com

Signature Signed by: Erick Creasey DD0E592BC03848C...

Date 9/30/2025

Docusign Envelope ID: 720179C2-3AB4-462D-A82C-48C9175AB881

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name DeLand Truck Center, inc.

Business Address 1208 South Woodland Blvd
DeLand Florida, 32720

Name of Authorized Agent Howard Williams

Email address of authorized agent howardwilliams@cfl.rr.com

Signature Signed by: Howard Williams A538AF2AA03F479...

Date 9/29/2025

Docusign Envelope ID: F2235269-9945-4CBF-8C96-66B838CCBD25

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Duval Ford llc

Business Address 405 Lane Ave North; Jacksonville, FL 32254

Name of Authorized Agent Richard Tackett

Email address of authorized agent RICHARD.TACKETT@DUVALFORD.COM

Signature DocuSigned by: Richard Tackett F167A39DD605483...

Date 9/25/2025

Docusign Envelope ID: 2EB6E249-1588-4F6F-B9AE-757FAB8B5E11

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Kenworth, LLC

Business Address 1800 N. Orange Blossom Trail
Orlando, FL 32804

Name of Authorized Agent Ryan Van Wolvelaere

Email address of authorized agent ryan.vanwolvelaere@csmtruck.com

Signature Signed by: Ryan Van Wolvelaere 36C08D507A9C445...

Date 9/26/2025

Docusign Envelope ID: FDA8F56D-499D-49AE-BE10-A3C4D124CF56

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Florida Transportation Systems

Business Address 6041 Orient Road Tampa, FL 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature DocuSigned by: Robert Frick 027BAE08445744C...

Date 9/25/2025

Docusign Envelope ID: DFFA3AA9-02D8-4336-9B08-1B809CBCFC55

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Kenworth of Jacksonville

Business Address 1121 Suemac Rd
Jacksonville, FL 32254

Name of Authorized Agent Ed Costello

Email address of authorized agent edcostello@kwjax.com

Signature Signed by: Ed Costello 8843C7BDF08B4DE...

Date 9/25/2025

Docusign Envelope ID: E3D4CAC4-0E4A-4941-B275-933AD8824316

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Matthews Bus Alliance, Inc.

Business Address 4802 W. Colonial Drive
Orlando, FL 32808

Name of Authorized Agent Lori Matthews

Email address of authorized agent bids@matthewsbusesflorida.com

Signature Signed by: Lori Matthews D8B27CB3FE9041A...

Date 9/25/2025

Docusign Envelope ID: 5BDA9E5E-F04C-4F93-A15C-52E576022288

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Model 1 Commercial Vehicles, Inc.

Business Address 9225 Priority Way W Dr, Suite 300
Indianapolis, IN 46240

Name of Authorized Agent Jason Spore

Email address of authorized agent biddepartment@creativebussales.com

Signature Signed by: Jason Spore 8DC5A6ED5A194FC...

Date 9/29/2025

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Nextran Truck Centers

Business Address 1986 West Beaver Street, Jacksonville, FL 32209

Name of Authorized Agent Anthony Abatecola

Email address of authorized agent aabatecola@nextranusa.com

Signature Signed by: Anthony Abatecola 161F88AF22474AB...

Date 9/25/2025

Docusign Envelope ID: 0DE64D27-2C2D-4D47-B8D7-F7553809B90D

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Orlando Freightliner

Business Address 2455 So. Orange Blossom Trail
Apopka Fl., 32703

Name of Authorized Agent Bob Scharpnick

Email address of authorized agent bscharpnick@orlandofreightliner.com

Signature Signed by: Bob Scharpnick 927292C6461D433...

Date 9/25/2025

Docusign Envelope ID: 080850FF-8391-425C-9C19-2FD4B65B8458

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Ottawa Trucks Center Inc.

Business Address 7227 NW 74th Ave Miami, FL 33166

Name of Authorized Agent Peter Albanese

Email address of authorized agent palbanese@rechtien.com

Signature Signed by: F3DE28A8522146A...

Date 9/25/2025

Docusign Envelope ID: E8DD53E9-72C7-4378-A968-ACCD1EAB7115

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name The Peterbilt Store South Florida LLC

Business Address 2441 S. State Rd. 7
Ft. Lauderdale, Fl. 33317

Name of Authorized Agent Andy Hallums

Email address of authorized agent ahallums@thepetestore.com

Signature Signed by: Andy Hallums E30E7B0B833F4F7...

Date 9/25/2025

Docusign Envelope ID: A3C7C0A2-CB69-4CAC-9730-B663A525C843

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RDK Assets Inc

Business Address 3214 E Adamo Dr
Tampa, FL 33605

Name of Authorized Agent Richard Kemner

Email address of authorized agent craigchown@gmail.com

Signature Signed by: Richard Kemner DC78FC7049394D7...

Date 9/28/2025

Docusign Envelope ID: 3E3B90BB-97EE-44F1-81F2-790AA52F955F

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS

Business Address 7227 NW 74th Ave., Miami, FL 33166

Name of Authorized Agent CARLOS CORREA

Email address of authorized agent ccorrea@rechtien.com

Signature Signed by: 594602F83AF74C1...

Date 9/25/2025

Docusign Envelope ID: 418A398C-8C84-4C4F-A48A-4A0DF7321387

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Rush Truck Centers of Florida

Business Address 8111 E Adamo Dr. Tampa, FL 33619

Name of Authorized Agent Paul Canadine

Email address of authorized agent canadinep@rushenterprises.com

Signature DocuSigned by: Paul Canadine CD8E6988C97C4C1...

Date 9/25/2025

Docusign Envelope ID: 9159A5E3-2B1A-4421-93DA-C8E6DB36E7B4

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name SBL Freightliner LLC

Business Address 2840 Center Port Circle Pompnao Beach FL 33064

Name of Authorized Agent Don Maher

Email address of authorized agent dmaher@freightlinerfl.com

Signature Signed by: Don Maher 85B56C3FDE584D2...

Date 9/25/2025

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Sun State International Trucks, LLC

Business Address 6020 Adamo Dr., Tampa, FL, 33619

Name of Authorized Agent Dave Metcalf

Email address of authorized agent dave.metcalf@sunstateintl.com

Signature DocuSigned by: Dave Metcalf 2F23AD89B486452...

Date 9/28/2025

Docusign Envelope ID: 329D75BE-8ED3-4E3C-A998-CA08C80A1815

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301N, Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature DocuSigned by: Scott Endris B3E8BDDFD011418...

Date 9/25/2025

Docusign Envelope ID: F4E21058-3D7D-4D92-92B3-1A0C069D95D2

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Terradyne Armored Vehicles Inc.

Business Address 1-402 Mulock Drive, Newmarket, Ontario, L3Y 9B8

Name of Authorized Agent Lucus Witzke

Email address of authorized agent lucus.witzke@terradyneinc.com

Signature DocuSigned by: Lucus Witzke 045391049B324AD...

Date 9/25/2025

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA25-VEH23.0: Heavy Trucks and Buses

Bidder Company Name Truckmax, inc.

Business Address 6000 NW 77TH COURT, MIAMI, FLORIDA, 33166

Name of Authorized Agent Gil Chez

Email address of authorized agent GCHEZ@TRUCKMAX.COM

Signature Signed by: Gil Chez FBD79737C2A8444...

Date 9/25/2025

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses
Final Award Report

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, BYD/RIDE, The Achiever, The Achiever

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$310,896.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 2, Endera, B-Series, B-Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$321,639.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 3, Bluebird, All-American Electric, T3RE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$430,321.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 4, Bluebird, Vision Electric, Vision Electric

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$412,921.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 5, BYD/RIDE, The Creator, The Creator

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$399,639.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

Item: 7, BYD/RIDE, The Dreamer, Type D Electric School Bus

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$430,525.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 8, Endera, B-Series, B-Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$119,274.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$119,174.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$119,174.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$119,274.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 10, Starcraft, Allstar, Allstar

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$88,276.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 11, StarTrans, The Senator II, Senator SII 22

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$102,962.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 12, Bluebird, Vision, Vision

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$160,751.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$160,651.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$160,651.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$160,751.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 13, Starcraft, Allstar, Allstar

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$149,252.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 14, StarTrans, The Senator II HD, Senator HD 28

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$170,017.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$169,807.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$170,017.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$159,499.00	Build	Options
	Alternate	Duval Ford LLC	$170,042.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

Item: 15, Bluebird, T3RE, T3RE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$192,676.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$192,576.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$192,576.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$192,676.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Item: 16, Bluebird, T3FE, T3FE

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$174,229.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$174,129.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$174,129.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$174,229.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 17, Kenworth, T680E, T680E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$346,360.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$503,450.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$503,450.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 18, Peterbilt, 579EV, 579EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$437,640.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$439,750.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 19, Volvo, VNR Electric, VNRe

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Northern	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Central	Primary	Nextran Truck Centers	$387,681.00	Build	Options
Southern	Primary	Nextran Truck Centers	$387,681.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 20, International, EMV, MV60E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$283,750.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$283,000.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$283,000.00 $283,820.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$283,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 21, Mack, MD7 Electric, MDe7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Northern	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Central	Primary	Nextran Truck Centers	$248,990.00	Build	Options
Southern	Primary	Nextran Truck Centers	$248,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 22, Battle Motors, Striker EV, Striker EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	$431,600.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 23, Isuzu, NPR-HD, N3F1

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options
Northern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options
Central	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options
Southern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$57,920.00 $62,770.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 24, Ford, F-550 Crew Cab, W5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,232.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,932.00	Build	Options
	Alternate	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,015.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,250.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 25, Ford, F-550 Regular Cab, F5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$60,858.00	Build	Options
	Alternate	Duval Ford LLC	$61,073.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$61,109.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,809.00	Build	Options
	Alternate	BOZARD FORD	$60,858.00	Build	Options
	Alternate	Duval Ford LLC	$60,863.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,709.00	Build	Options
	Alternate	BOZARD FORD	$60,993.00	Build	Options
	Alternate	Duval Ford LLC	$61,073.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,709.00	Build	Options
	Alternate	BOZARD FORD	$60,993.00	Build	Options
	Alternate	Duval Ford LLC	$61,098.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Super Cab, X5G

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$62,229.00	Build	Options
	Alternate	Duval Ford LLC	$62,452.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,476.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,176.00	Build	Options
	Alternate	BOZARD FORD	$62,229.00	Build	Options
	Alternate	Duval Ford LLC	$62,242.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,076.00	Build	Options
	Alternate	BOZARD FORD	$62,367.00	Build	Options
	Alternate	Duval Ford LLC	$62,452.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,076.00	Build	Options
	Alternate	BOZARD FORD	$62,367.00	Build	Options
	Alternate	Duval Ford LLC	$62,477.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 27, Ford, F-600 Super Cab, F6K

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$62,371.00	Build	Options
	Alternate	Duval Ford LLC	$62,596.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,618.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,318.00	Build	Options
	Alternate	BOZARD FORD	$62,371.00	Build	Options
	Alternate	Duval Ford LLC	$62,386.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,218.00	Build	Options
	Alternate	BOZARD FORD	$62,509.00	Build	Options
	Alternate	Duval Ford LLC	$62,596.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,218.00	Build	Options
	Alternate	BOZARD FORD	$62,509.00	Build	Options
	Alternate	Duval Ford LLC	$62,621.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 28, International, CV, 515

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$69,650.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$68,900.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$68,825.00 $68,900.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$69,660.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 29, Kenworth, T180, T180

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$95,459.00	Build	Options
	Alternate	Florida Kenworth, LLC	$95,939.00	Build	Options
Central	Primary	Florida Kenworth, LLC	$90,939.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$94,890.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	$90,939.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$94,890.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 30, Peterbilt, 535, 535

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$104,969.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 31, Ram, 5500 Crew Cab Chassis 4x2 (173.4" WB - CA of 60"), DP5L93

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,935.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,035.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 32, Ram, 5500 Crew Cab Chassis 4x2 (197.4" WB - CA of 84"), DP5L94

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,119.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 33, Ram, 5500 Regular Cab Chassis 4x2 (144.5" WB - CA of 60"), DP5L63

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$60,972.00	Build	
Southern					

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 34, Ram, 5500 Regular Cab Chassis 4x2 (168.5" WB - CA of 84"), DP5L64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,060.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,160.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 35, Ram, 5500 Regular Cab Chassis 4x2 (192.5" WB - CA of 108"), DP5L65

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$58,835.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$58,935.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 36, Ram, 5500 Regular Cab Chassis 4x2 (204.5" WB - CA of 120"), DP5L66

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$59,024.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$59,124.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 37, Ford, F-550 Crew Cab, W5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$67,180.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,415.00	Build	Options
	Alternate	Duval Ford LLC	$67,437.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,115.00	Build	Options
	Alternate	BOZARD FORD	$67,180.00	Build	Options
	Alternate	Duval Ford LLC	$67,227.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,015.00	Build	Options
	Alternate	BOZARD FORD	$67,329.00	Build	Options
	Alternate	Duval Ford LLC	$67,437.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,015.00	Build	Options
	Alternate	BOZARD FORD	$67,329.00	Build	Options
	Alternate	Duval Ford LLC	$67,462.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 38, Ford, F-550 Regular Cab, F5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,749.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,449.00	Build	Options
	Alternate	BOZARD FORD	$63,506.00	Build	Options
	Alternate	Duval Ford LLC	$63,528.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,738.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,349.00	Build	Options
	Alternate	BOZARD FORD	$63,646.00	Build	Options
	Alternate	Duval Ford LLC	$63,763.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 39, Ford, F-550 Super Cab, X5H

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$65,728.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,966.00	Build	Options
	Alternate	Duval Ford LLC	$65,975.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,666.00	Build	Options
	Alternate	BOZARD FORD	$65,728.00	Build	Options
	Alternate	Duval Ford LLC	$65,765.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,566.00	Build	Options
	Alternate	BOZARD FORD	$65,873.00	Build	Options
	Alternate	Duval Ford LLC	$65,975.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,566.00	Build	Options
	Alternate	BOZARD FORD	$65,873.00	Build	Options
	Alternate	Duval Ford LLC	$66,000.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 40, Ford, F-600 Regular Cab, F6L

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$65,020.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,260.00	Build	Options
	Alternate	Duval Ford LLC	$65,262.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,960.00	Build	Options
	Alternate	BOZARD FORD	$65,020.00	Build	Options
	Alternate	Duval Ford LLC	$65,052.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,860.00	Build	Options
	Alternate	BOZARD FORD	$65,163.00	Build	Options
	Alternate	Duval Ford LLC	$65,262.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,860.00	Build	Options
	Alternate	BOZARD FORD	$65,163.00	Build	Options
	Alternate	Duval Ford LLC	$65,287.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 41, International, CV, 515

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$73,445.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$72,695.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$72,695.00 $72,755.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$73,600.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 42, Ram, 5500 Crew Cab Chassis 4x4 (173.4" WB - CA of 60"), DP0L93

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$65,456.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$65,556.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 43, Ram, 5500 Crew Cab Chassis 4x4 (197.4" WB - CA of 84"), DP0L94

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$65,368.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$65,468.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 44, Ram, 5500 Regular Cab Chassis 4x4 (144.5" WB - CA of 60"), DP0L63

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,834.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,934.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 45, Ram, 5500 Regular Cab Chassis 4x4 (168.5" WB - CA of 84"), DP0L64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$61,893.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$61,993.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 46, Ram, 5500 Regular Cab Chassis 4x4 (192.5" WB - CA of 108"), DP0L65

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,082.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,182.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 47, Ram, 5500 Regular Cab Chassis 4x4 (204.5" WB - CA of 120"), DP0L66

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Northern	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Central	Primary	Beck Chrysler Dodge Jeep	$62,417.00	Build	
Southern	Primary	Beck Chrysler Dodge Jeep	$62,517.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 48, Battle Motors, Striker, Striker

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Northern	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Central	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options
Southern	Primary	RDK Assets Inc	$139,763.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$171,707.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 49, Isuzu, FTR Chassis, MT1/G1

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options
Northern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options
Central	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options
Southern	Primary Alternate	DeLand Truck Center, Inc. Nextran Truck Centers	$84,257.00 $91,644.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

Item: 50, Kenworth, K270, K270

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$97,639.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$113,900.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$113,900.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 51, Ford, F-650 Regular Cab, F6D

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$68,466.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,505.00	Build	Options
	Alternate	Duval Ford LLC	$69,434.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,405.00	Build	Options
	Alternate	BOZARD FORD	$68,466.00	Build	Options
	Alternate	Duval Ford LLC	$69,225.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,305.00	Build	Options
	Alternate	BOZARD FORD	$68,618.00	Build	Options
	Alternate	Duval Ford LLC	$69,296.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,305.00	Build	Options
	Alternate	BOZARD FORD	$68,618.00	Build	Options
	Alternate	Duval Ford LLC	$69,434.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 52, Freightliner, M2, 106

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,500.00 $83,987.00	Build Build	Options Options
Northern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,900.00 $83,987.00	Build Build	Options Options
Central	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,900.00 $83,987.00	Build Build	Options Options
Southern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$81,400.00 $83,987.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 53, Hino, L6, L6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Nextran Truck Centers	$83,416.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Nextran Truck Centers	$83,416.00	Build	Options
	Alternate	Florida Kenworth, LLC	$86,924.00	Build	Options
Central	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Florida Kenworth, LLC	$81,924.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$78,327.00	Build	Options
	Alternate	Florida Kenworth, LLC	$81,924.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 54, International, MV, 607

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$86,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$85,500.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$85,500.00 $86,464.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$86,750.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 55, Kenworth, T280, T280

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$96,768.00 $98,829.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,768.00 $94,944.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$91,768.00 $94,944.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 56, Mack, MD6, MD6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Northern	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Central	Primary	Nextran Truck Centers	$84,931.00	Build	Options
Southern	Primary	Nextran Truck Centers	$84,931.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 57, Peterbilt, 536, 536

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$100,000.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$100,850.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 58, Ford, F-750 Regular Cab, F7D

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$70,099.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$70,133.00	Build	Options
	Alternate	Duval Ford LLC	$71,072.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$70,033.00	Build	Options
	Alternate	BOZARD FORD	$70,099.00	Build	Options
	Alternate	Duval Ford LLC	$70,863.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,933.00	Build	Options
	Alternate	BOZARD FORD	$70,254.00	Build	Options
	Alternate	Duval Ford LLC	$70,934.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,933.00	Build	Options
	Alternate	BOZARD FORD	$70,254.00	Build	Options
	Alternate	Duval Ford LLC	$71,072.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 59, Freightliner, M2, 106

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	Orlando Freightliner	$85,150.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Northern	Primary	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	Orlando Freightliner	$84,688.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Central	Primary	Orlando Freightliner	$83,688.00	Build	Options
	Alternate	Tampa Truck Center	$84,287.00	Build	Options
	Alternate	SBL Freightliner, LLC	$85,600.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$83,400.00	Build	Options
	Alternate	Orlando Freightliner	$84,250.00	Build	Options
	Alternate	Tampa Truck Center	$84,788.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 60, Hino, L7, L7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Nextran Truck Centers	$85,433.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Nextran Truck Centers	$85,433.00	Build	Options
	Alternate	Florida Kenworth, LLC	$88,582.00	Build	Options
Central	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Florida Kenworth, LLC	$83,582.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$79,827.00	Build	Options
	Alternate	Florida Kenworth, LLC	$83,582.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 61, International, MV, 607

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$87,700.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$86,950.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$86,950.00 $87,875.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$87,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 62, Kenworth, T380, T380

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Florida Kenworth, LLC	$96,578.00	Build	Options
	Alternate	Kenworth of Jacksonville	$98,845.00	Build	Options
Central	Primary	Florida Kenworth, LLC	$91,578.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$95,890.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	$91,578.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$95,890.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 63, Kenworth, T480, T480

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$103,763.00 $106,430.00	Build Build	Options Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$96,990.00 $98,763.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$96,990.00 $98,763.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 64, Mack, MD7, MD7

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Northern	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Central	Primary	Nextran Truck Centers	$90,294.00	Build	Options
Southern	Primary	Nextran Truck Centers	$90,294.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 65, Peterbilt, 537, 537

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$102,010.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$101,135.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 66, Western Star, 47X, 47X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$117,655.00	Build	Options
	Alternate	Orlando Freightliner	$118,473.00	Build	Options
Northern	Primary	Tampa Truck Center	$118,200.00	Build	Options
	Alternate	Orlando Freightliner	$118,473.00	Build	Options
Central	Primary	Orlando Freightliner	$117,473.00	Build	Options
	Alternate	Tampa Truck Center	$118,200.00	Build	Options
Southern	Primary	Orlando Freightliner	$118,473.00	Build	Options
	Alternate	Tampa Truck Center	$118,888.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 67, Freightliner, M2, 114SD

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$116,200.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Northern	Primary	Tampa Truck Center	$116,400.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Central	Primary	Orlando Freightliner	$115,917.00	Build	Options
	Alternate	Tampa Truck Center	$116,400.00	Build	Options
	Alternate	SBL Freightliner, LLC	$117,600.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$115,600.00	Build	Options
	Alternate	Orlando Freightliner	$116,800.00	Build	Options
	Alternate	Tampa Truck Center	$116,950.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 68, International, HV, 615

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$128,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$127,500.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$127,500.00 $127,619.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$127,650.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 69, International, HX, 620F

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$139,650.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$138,900.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$138,900.00 $138,995.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$138,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 70, Kenworth, T880, T880

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$140,831.00 $141,931.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$135,831.00 $144,205.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$135,831.00 $144,205.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 71, Mack, AP or G Series, AP or G Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Northern	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Central	Primary	Nextran Truck Centers	$142,462.00	Build	Options
Southern	Primary	Nextran Truck Centers	$142,462.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 72, Peterbilt, 567, 567

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$153,016.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$156,075.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 73, Volvo, V Series, V Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options
Central	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options
Southern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$115,309.00 $128,156.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 74, Western Star, 47X, 47X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$136,800.00	Build	Options
	Alternate	Orlando Freightliner	$137,337.00	Build	Options
Northern	Primary	Tampa Truck Center	$137,100.00	Build	Options
	Alternate	Orlando Freightliner	$137,337.00	Build	Options
Central	Primary	Orlando Freightliner	$136,337.00	Build	Options
	Alternate	Tampa Truck Center	$137,100.00	Build	Options
Southern	Primary	Orlando Freightliner	$137,337.00	Build	Options
	Alternate	Tampa Truck Center	$138,200.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 75, Freightliner, M2, 112

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$109,555.00	Build	Options
	Alternate	Orlando Freightliner	$110,191.00	Build	Options
	Alternate	SBL Freightliner, LLC	$110,900.00	Build	Options
Northern	Primary	Tampa Truck Center	$110,300.00	Build	Options
	Alternate	Orlando Freightliner	$110,541.00	Build	Options
	Alternate	SBL Freightliner, LLC	$111,500.00	Build	Options
Central	Primary	Orlando Freightliner	$109,541.00	Build	Options
	Alternate	Tampa Truck Center	$110,300.00	Build	Options
	Alternate	SBL Freightliner, LLC	$110,900.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$109,200.00	Build	Options
	Alternate	Orlando Freightliner	$110,191.00	Build	Options
	Alternate	Tampa Truck Center	$110,888.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 76, International, HV, 615

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$125,250.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$124,500.00	Build	Options
Central	Primary	Sun State International Trucks	$124,428.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	$124,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	$124,650.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 77, International, HX, 620F

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$137,550.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$136,800.00	Build	Options
Central	Primary	Sun State International Trucks	$136,697.00	Build	
	Alternate	Cumberland International Trucks of Florida	$136,800.00	Build	Options
Southern	Primary	Rechtien International Trucks	$136,990.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 79, Kenworth, T880, T880

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Florida Kenworth, LLC Kenworth of Jacksonville	$137,984.00 $141,410.00	Build Build	Options Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$132,984.00 $138,190.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$132,984.00 $138,190.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 80, Mack, AP or G Series, AP or G Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Northern	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Central	Primary	Nextran Truck Centers	$151,453.00	Build	Options
Southern	Primary	Nextran Truck Centers	$151,453.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 81, Peterbilt, 5671, 5671

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$150,014.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$150,755.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 82, Volvo, V Series, V Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options
Northern	Primary	Nextran Truck Centers	$137,554.00	Build	Options
Central	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options
Southern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$117,614.00 $137,554.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 83, Western Star, 49X, 49X

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$133,855.00	Build	Options
	Alternate	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$140,950.00	Build	Options
Northern	Primary	Tampa Truck Center	$134,400.00	Build	Options
	Alternate	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$140,950.00	Build	Options
Central	Primary	Orlando Freightliner	$133,791.00	Build	Options
	Alternate	Tampa Truck Center	$134,400.00	Build	Options
	Alternate	SBL Freightliner, LLC	$139,950.00	Build	Options
Southern	Primary	Orlando Freightliner	$134,900.00	Build	Options
	Alternate	SBL Freightliner, LLC	$134,950.00	Build	Options
	Alternate	Tampa Truck Center	$135,688.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 84, Battle Motors, Raider EV, Raider EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options
Southern	Primary	Container Systems & Equipment Co., Inc.	$460,513.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 85, Kenworth, L770E, L770E

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Florida Kenworth, LLC	$448,625.00	Build	Options
	Alternate	Kenworth of Jacksonville	$475,550.00	Build	Options
Central	Primary	Florida Kenworth, LLC	$443,625.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$534,360.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	$443,625.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$534,360.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 86, Mack, Mack LR Electric, Lre

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Northern	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Central	Primary	Nextran Truck Centers	$471,351.00	Build	Options
Southern	Primary	Nextran Truck Centers	$471,351.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 87, Peterbilt, 520EV, 520EV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$475,682.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$475,451.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 88, Autocar, ACX64, ACX64

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$213,989.00	Build	Options
Northern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami Florida Kenworth, LLC	$211,989.00 $214,787.00	Build Build	Options Options
Central	Primary	Florida Kenworth, LLC	$209,787.00	Build	Options
Southern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami Florida Kenworth, LLC	$205,989.00 $209,787.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 89, Battle Motors, Raider, Raider

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Northern	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Central	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options
Southern	Primary	RDK Assets Inc	$198,789.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$209,892.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 90, Kenworth, L770, L770

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary Alternate	Kenworth of Jacksonville Florida Kenworth, LLC	$195,251.00 $208,351.00	Build Build	Options Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$194,194.00 $203,351.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$194,194.00 $203,351.00	Build Build	Options Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 91, Mack, TE Series, TE Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Northern	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Central	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Southern	Primary	Nextran Truck Centers	$196,167.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 92, Peterbilt, 520, 520

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$204,510.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$209,749.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

Item: 93, Broyhill, TD3.6, TD3.6

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Central	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	$272,645.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit

Item: 94, Chemical Containers, Inc., 1,025 Gallon Right of Way Spray Truck, CCI1025ROW

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$182,065.00	Build	
Northern	Primary	BOZARD FORD	$182,065.00	Build	
Central	Primary	BOZARD FORD	$182,065.00	Build	
Southern	Primary	Rechtien International Trucks	$147,760.00	Build	Options
	Alternate	The Peterbilt Store South Florida LLC	$174,000.00	Build	Options
	Alternate	BOZARD FORD	$182,065.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 95, Ford/IAG, Sentinel, ARV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$338,326.00	Build	Options
Northern	Primary	Duval Ford LLC	$336,926.00	Build	Options
Central	Primary	Duval Ford LLC	$337,299.00	Build	Options
Southern	Primary	Duval Ford LLC	$338,552.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 96, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	$245,058.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	$245,058.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	$245,553.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	$246,047.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 98, Capacity, TJ, 5000

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Central	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options
Southern	Primary	Cumberland International Trucks of Florida	$137,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 99, Kalmar Ottawa, T2, 71056

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,675.00	Build	Options
Northern	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,425.00	Build	Options
Central	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,775.00	Build	Options
Southern	Primary	Ottawa Trucks Center Inc.	$139,329.00	Build	Options
	Alternate	Kenworth of Jacksonville	$144,975.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 100, Kalmar Ottawa, T2 4x2 Offroad, 71055

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,295.00	Build	Options
Northern	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,045.00	Build	Options
Central	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,395.00	Build	Options
Southern	Primary	Ottawa Trucks Center Inc.	$137,387.00	Build	Options
	Alternate	Kenworth of Jacksonville	$142,495.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 101, Tico, Pro-Spotter, Pro-Spotter

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$158,242.00	Build	Options
Northern	Primary	Tampa Truck Center	$158,242.00	Build	Options
Central	Primary	Tampa Truck Center	$158,242.00	Build	Options
Southern	Primary	Tampa Truck Center	$158,242.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

Item: 102, Altec, DM47, DM47

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Northern	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Central	Primary	Altec Industries, Inc.	$332,500.00	Build	Options
Southern	Primary	Altec Industries, Inc.	$332,500.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

Item: 103, Terex, Commander 4047, Commander 4047

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	$312,355.00	Build	
Northern	Primary	Ring Power Corporation	$312,355.00	Build	
Central	Primary	Ring Power Corporation	$312,355.00	Build	
Southern	Primary	Ring Power Corporation	$312,355.00	Build	

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

Item: 104, Altec, AA55, AA55

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Northern	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Central	Primary	Altec Industries, Inc.	$295,491.00	Build	Options
Southern	Primary	Altec Industries, Inc.	$295,491.00	Build	Options

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

Item: 105, Terex, TC55 Optima, TC55 Optima

Description: Refer FSA Base Specifications PDF document.

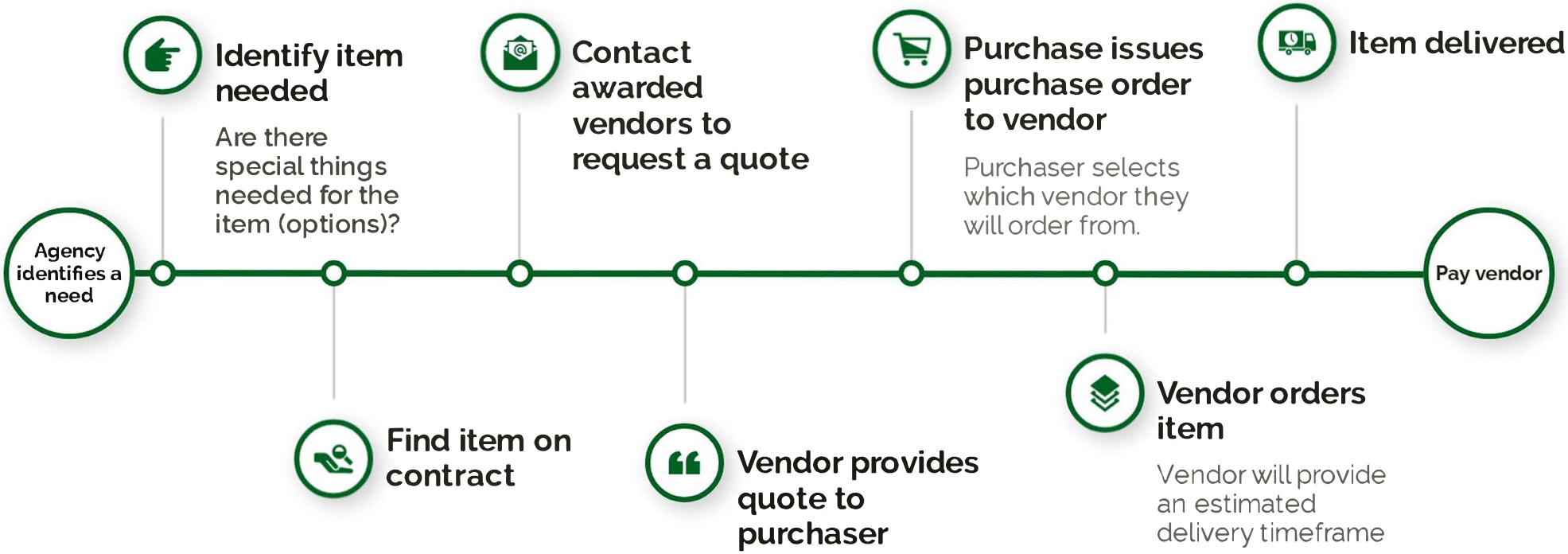
Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	$274,718.00	Build	
Northern	Primary	Ring Power Corporation	$274,718.00	Build	
Central	Primary	Ring Power Corporation	$274,718.00	Build	
Southern	Primary	Ring Power Corporation	$274,718.00	Build	

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses
How to Order

How to Purchase



FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Terms and Conditions

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS 5
1.01 BID CORRESPONDENCE 5
1.02 PURPOSE 5
1.03 TERM OF CONTRACT 5
1.04 JURISDICTION 5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER 5
1.06 FUNDING 6
1.07 CURRENCY 6
1.08 GENERAL DEFINITIONS 6
1.09 ELIGIBLE PURCHASERS OF CONTRACT 8
1.10 LEGAL REQUIREMENTS 8
1.11 PATENTS & ROYALTIES 9
1.12 FEDERAL AND STATE STANDARDS 9
1.13 UNDERWRITERS' LABORATORIES 9
1.14 AMERICANS WITH DISABILITIES ACT 9
1.15 REASONABLE ACCOMMODATION 9
1.16 DISADVANTAGED BUSINESSES 9
1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS 10
1.18 BEST COMMERCIAL PRACTICES 11
1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS 11
1.20 TAX EXEMPTION 11
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT 11
1.22 COMMUNICATIONS 12
1.23 CLARIFICATION AND ADDENDA 12
1.24 SIGNED BID CONSIDERED AN OFFER 12
1.25 ASSIGNMENT OF CONTRACT 13
1.26 TERMINATION OF PRODUCT LINE 13
1.27 DEMONSTRATION OF COMPETENCY 13

1.28 VENDOR ABILITY TO PERFORM 13
1.29 FINANCIAL RESPONSIBILITY 14
1.30 QUALITY AND SAFETY 14
1.31 NONCONFORMANCE 14
1.32 GRATUITIES 15
1.33 TIE BIDS 15
1.34 RIGHT TO AUDIT 15
1.35 LICENSES AND PERMITS 16
1.36 PERFORMANCE BONDS 16
1.37 ELIMINATION FROM CONSIDERATION 16
1.38 INDEPENDENT PREPARATION 16
1.39 DEFAULT 17
1.40 PROTESTS AND ARBITRATION 17
1.41 NONPERFORMANCE 18
1.42 SEVERABILITY 19
1.43 TERMINATION FOR CAUSE 19
1.44 TERMINATION WITHOUT CAUSE 19
1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO 19
2.0 BIDDER INSTRUCTIONS 21
2.01 QUALIFICATION 21
2.02 LICENSING AND FACILITIES 21
2.03 INSURANCE AND INDEMNIFICATION 21
2.04 SPECIFICATIONS 23
2.05 SEALED BIDS 24
2.06 MISTAKES 24
2.07 EXCEPTIONS 24
2.08 EQUIVALENTS 24
2.09 MANDATORY PRE-BID MEETING 24
2.10 PRICES QUOTED 25
2.11 OPTION PRICING 25
2.12 BID SUBMISSION 26

2.13 ZONE BIDDING 27
2.14 EXECUTION OF BID 27
2.15 MODIFICATION OR WITHDRAWALS OF BIDS 27
2.16 LATE BIDS 27
2.17 BID OPENING 27
2.18 DETERMINATION OF RESPONSIVENESS 28
2.19 RESPONSIBLE BIDDER CRITERIA 28
2.20 BASIS FOR AWARD 28
2.21 BID TABULATIONS 29
2.22 MINOR IRREGULARITIES/RIGHT TO REJECT 29
2.25 CONE OF SILENCE 29
3.0 CONTRACT CONDITIONS 30
3.01 GENERAL REQUIREMENTS 30
3.02 STATEMENT OF AUTHORITY 30
3.03 VENDOR CONTACT INFORMATION 30
3.04 ADDITIONS OR DELETIONS 30
3.05 CONTRACT EXTENSION 30
3.06 PRICE ADJUSTMENT 31
3.07 CONDITIONS 31
3.08 PRODUCTION CUTOFF 31
3.09 FACILITIES 32
3.10 CAB AND CHASSIS PURCHASES 32
3.11 FACTORY-INSTALLED OPTIONS 32
3.12 VENDOR-INSTALLED OPTIONS 32
3.13 NON-SCHEDULED OPTIONS 32
3.14 FORCE MAJEURE 33
3.15 PARTS 33
3.16 PURCHASE ORDERS 33
3.17 REGISTRATION, TAG, AND TITLE 34
3.18 DELIVERY 34
3.19 INSPECTION AND ACCEPTANCE 35

3.20 INVOICING AND PAYMENTS..... 35
3.23 WARRANTY..... 35
3.24 QUARTERLY REPORTS 35
3.25 ADMINISTRATIVE FEE..... 36
3.26 LIQUIDATED DAMAGES..... 37
Appendix A: Zone Map..... 38
Appendix B. Bid Calendar..... 39
Appendix C: ACH Payments 40
Appendix D: Federal Clauses..... 41

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association ("FSA"). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the Manufacturer produced products.

G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this Contract.

L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this Contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida ("State"). This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this Contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual Manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their Manufacturers' agreements and must agree to the Terms and Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept Purchase Orders funded in whole or in part with Federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of Federal funding with this

Contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association ("FSA") and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the FSA or a purchaser.

If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

In accordance with the Public Entity Crimes Act, Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or Eligible Users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the Terms and Conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a Manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's ("AAA") commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorneys' fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorneys' fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to: failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to

which FSA CPP is entitled, according to Section 3.25, and any attorneys' fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Contract by the Vendor, and the FSA may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA can terminate the Contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission include:

- Qualification Form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
- Compliance Attestations
  - E-Verify
  - Anti-Human Trafficking
  - Workers' Compensation
  - Drug-Free Workplace
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
  - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the Manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the Manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the Contract, unless otherwise provided in the Contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the Contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

2.12 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

2.14 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.15 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.16 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.17 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.18 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.22, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.19 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.20 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

2.21 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.22 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide, the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

2.23 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the Contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for Contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this Contract.

Equitable Adjustments

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with

the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment Manufacturer ("OEM") and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.12 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA may terminate the Contract in accordance with these Terms and Conditions.

3.13 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.15 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.16 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a confirmation of order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that a purchaser purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.17 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

3.18 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and Purchase Order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the purchaser, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.19 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

3.23 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from Contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's quarterly report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

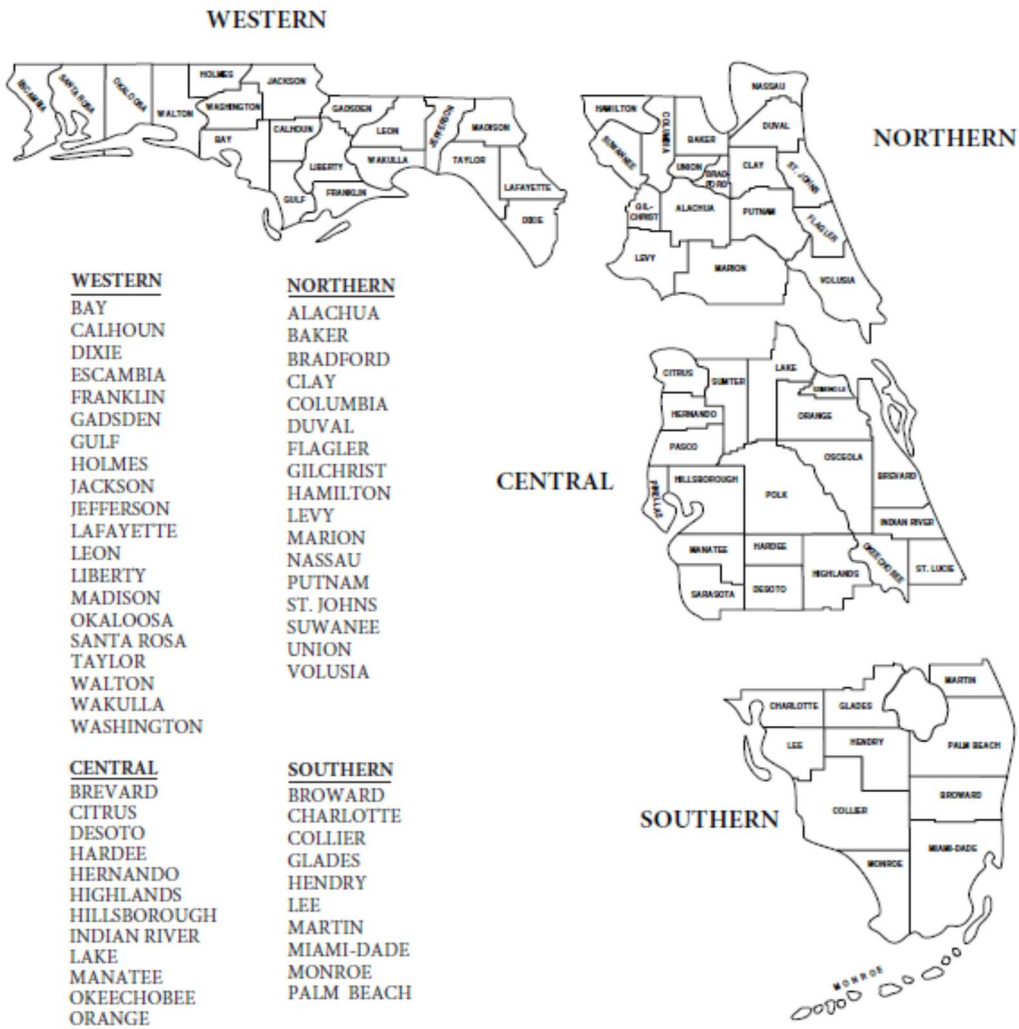
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA25-VEH23.0 Bid Calendar	Date
Bid Announcement	3/28/25
Voluntary Interested Bidder Workshop FSA25-VEH23.0	6/4/25
New Items & Specifications Submissions Due	6/12/25
Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training	7/15/25
Requests for Clarifications Due to FSA	7/24/25
FSA Response to Requests for Clarifications	7/30/25
Bid System Opens	8/1/25
Cone of Silence	8/1/25-9/23/25
Bid Submissions Due	9/2/25
Bid Tabulations Posted	9/3/25
Public Bid Opening	9/3/25
Bid Evaluations	9/15/25-9/19/25
Intent To Award	9/23/25
Final Award	10/1/25

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded Purchase Orders, Vendors must comply with the following provisions upon award of a federally funded Purchase Order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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 C.F.R. 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. 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. 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 C.F.R. 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. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. 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. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies 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. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. 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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(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.

FSA Cooperative Purchasing Program

FSA25-VEH23.0: Heavy Trucks and Buses Base Specifications

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Item Groups Summary 2
Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis 4
Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis 5
Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis 6
Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis 7
Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis 8
Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis 9
Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis 10
Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor 11
Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2 12
Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2 13
Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2 14
Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4 15
Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2 16
Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2 17
Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6 18
Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6 19
Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab 20
Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab 21
Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only) 22
Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only) 23
Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck 24
Tactical Armored Vehicle 25
Terminal Tractor 26
Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit 27
Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick 29
Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device 32

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Item Groups Summary

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer base specifications, all vehicles shall include air conditioning.
When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis (including front axle, rear axle, wheels, and tires) of sufficient GVWR to safely accommodate all options selected by the purchaser. In all areas of these specifications, bidders must comply with current Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

Buses

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Cab and Chassis Trucks

- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab*
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor

Turn-Key Trucks

- Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit**
- Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick**
- Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device**

- Outriggers: A frame outriggers, swivel type stabilizer pads, 6 in club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50', ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity's requirements
- Upper Controls: Single stick type w/ enable, engine stop/start, platform leveling, platform tilt, on demand throttle disable
- Lower Controls: Platform tilt, individual boom controls located at turntable, winch control, throttle disable, upper/lower platform disable, engine start/stop
- Outrigger Controls: Located at rear, each side for view of outrigger placement, outrigger interlock, controls for auxiliary tool outlets, motion alarm, remote engine stop/start
- Auxiliary Letdown: For emergency descent of boom, electric 12 volt, pedestal control
- Color: White, matching truck and mounted body

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Engine: Gas
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 14 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 6-speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 33 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 36 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

FSA Item Group Description

- Electric Motor: 340 kW, 455 hp minimum
- Transmission: 2-speed transmission, differential mounted
- Batteries: 375 kW storage capacity, frame mounted
- GVWR: 54,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 250 kW, 355 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Batteries: 282 kW storage capacity
- GVWR: 26,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 260 hp (peak) 185 (continuous)
- Transmission: Direct drive (no transmission)
- Batteries: 210 kW battery pack
- GVWR: 33,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 25,500 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 30,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 12,000 lbs. GVWR (DRW) 4x2 Tilt Cab

FSA Item Group Description

- Engine: 200 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 12,000 lbs.
- Tilt cab only

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Cab and Chassis Trucks: 25,000 lbs. GVWR (DRW) 4x2 Tilt Cab

FSA Item Group Description

- Engine: 250 hp diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 25,000 lbs.
- Tilt cab only

Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Motor: Electric powered with the OEM recommended electric motor(s) for this application with no less than a 350kW rating
- Batteries: Largest available battery for model bid, electric charging system on the truck must be SAE J1772 compliant
- GVWR: 60,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Engine: 300 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: Allison 4500 RDS automatic transmission
- GVWR: 60,000 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

FSA Item Group Description

- Engine: 70 hp diesel engine, EPA compliant
- Transmission: Hydrostatic transmission, four-wheel drive
- GVWR: 12,900 lbs.

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Tactical Armored Vehicle

FSA Item Group Description

- Engine: 6.7LV-8 Turbo diesel, 330 hp
- Transmission: 10-speed automatic TorqShift with OD
- GVWR: GVWR sized to built vehicle (19,500 lbs. approximate)

Terminal Tractor

FSA Item Group Description

- Engine: 173 hp diesel engine
- Transmission: 7-speed automatic (6 forward, 1 reverse)

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Spray Truck: 19,500 lbs. GVWR 4x2, Mounted 1,000 gal ROW Spray Unit

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be completely plumbed and tested, and ready to work when delivered.

FSA Item Group Description:

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted 1,000 gal ROW spray unit
- Engine: Diesel engine, Turbocharged
- GVWR: 19,500 lbs.
- Transmission: Automatic
- Suspension: 19,500 lbs. heavy duty suspension, w/ stabilizer bars front and rear
- Frame: Heavy duty frame
- Wheelbase: 193", CA 108"
- Steering: Power steering
- Brakes: ABS, manufacturers standard brake system
- Wheels: Painted steel wheels 19.5, hub piloted
- Tires: 225/70R x 19.5 tires, on road/off road traction type on rear axle
- Chassis Equipment: Tow hooks on front, 40 gal fuel tank, steel front bumper, mudflaps, backup alarm
- Cab Exterior: Tow type mirrors, w/ convex spot mirrors, tinted glass
- Cab Interior: Electric windows and electric door locks, A/C and heater, vinyl bench seat, rubber flooring, gauge package, AM/FM radio, intermittent windshield wipers, tilt/telescope steering
- Color: Factory bright white

Mounted Body

- Mounted Body: Aluminum, flatbed type, welded body w/ expanded metal headache rack, approximately 96" x 186", 36" aluminum locking tool box
- Lighting: All LED DOT lighting, strobe lights
- Tank: 1,025 gal polyethylene tank, approximately 49" diameter x 139" length x 16" manway, horizontal leg type, adjustable tank mix jet agitation, 2" overhead ground fill w/ camlock and valve
- Mix Tank: 10 gal polyethylene mix tank, inductor tank for loading chemicals into main tank from the ground
- Eyewash/Handwash Tank: 20 gal, 12 volt pump
- Hose reel: 300' capacity of ½" agricultural hose, electric rewind, roller guides, JD-9 spray gun and hose included
- Pump: Honda GX-390, electric start engine, Hypro 9263C-C-SP self-priming centrifugal pump, 12 volt clutch, 122 GPM max, 156 PSI max, 1 ¼" outlet, 1 ½" inlet
- Spray Head: 5-section spray head, pivoting type from passenger side to drivers side, manual extension, power tilt, bottom spray nozzles, 5', 10', 20', and 30' spray swaths
- In Cab Controls: In cab controls for 5-section spray boom, pump pressure, strobe lights, tilt

control, pump clutch, pump start/stop

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Utility Truck: 33,000 lbs. GVWR 4x4, Digger Derrick

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

FSA Item Group Description

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck with mounted Terex Commander 4047 Digger Derrick Device, or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDS w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube, oil cooler
- Front Driving Axle: 14,000 lbs. front drive axle w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver-controlled differential lock
- Frame: Frame yield 50,000 psi , RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering w/ see-through reservoir
- Brakes: ABS air brakes w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains, w/ air connections, glad hands at rear of truck frame for trailers, trailer brake controller mounted in truck cab
- Front Suspension: 12,000 lbs., shock absorbers
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, front mudflaps
- Cab Exterior: air cab mounting, grab handles, air horn, heated west coast mirrors w/ convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

Mounted Body

- Mounted Body: standard manufacturers line body, approximately 174” long x 46” high x 94” wide
- Compartment Sizes:
    - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18” high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical

compartment approximately 24” wide x 46” wide x 18” deep
    - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18”deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/nonskid, adjustable shelves w/ dividers and lighting in all compartments
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles,
- Outrigger pad holders, wheel chocks storage, included in compartmentation
- Body Floor: painted w/nonskid, cargo tiedowns
- Hydraulic hose reel installed on body
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

Approximate Digger/Derrick Device Capacities and Dimensional Data

- Sheave Height: Intermediate boom extended 38.6’ maximum elevation; w/ upper boom extended 47.4’ maximum elevation
- Load Radius: 28.5’ from c/l of rotation at 0 degree w/ intermediate boom extended; 37.5’ from c/l of rotation at 0 degree w/ upper boom extended
- Lift Capacities: Maximum elevation 24,750 lbs. w/ all booms retracted; at 10’ radius 11,000 lbs.
- Work Zone Capacities: Median digging radius 20.5’; digging capacity at median radius 2,542 lbs.; lift capacity at median radius 4,524 lbs.
- Elevation: +80 degrees above horizontal to -20 degrees below horizontal
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Turntable Winch: Transferable pole buddy assembly (from intermediate boom to upper boom), 15,000 lbs. winch bare drum capacity, worm gear type, hydraulic counterbalance valve, two block
- Pole Guide: Installed on transferable pole buddy assembly, interlock system
- Pole Claw: Circular design for up to 23” in diameter
- 2-Speed Digger: 12,000 ft/lbs., hydraulic shift, planetary type
- LH Auger Storage and Digger Hanger: Box section type, hydraulic auger release, self-latching auger catch, stowage bracket, nylon strap for auger rollup, digger storage protection to protect auger storage cable
- Auger: 18” diameter, 104” length, carbide tooth, 2-5/8” solid hex type w/adjustment holes, rollup dish
- Hydraulic system: Open center type, permanent type hose fittings, 50 gal reservoir, relief valves protection for all derrick, digger and winch circuits, automatic Load Limiter Overload Protection to disable functions in an overload condition

- Lower Boom: Steel box type, double lift cylinders
- Intermediate Boom: Steel box type, holding valves on extend and retract
- Upper Boom: Filament wound fiberglass, boom rest w/ tie down, non-metallic rollers. Fiberglass boom will be tested and rated for line voltage up to and including 46 kV. Documentation will be provided w/unit.
- Upper Command Post: adjustable cushioned operator seat w/side rails
- Upper Controls: Single stick type for rotation, boom elevation, and intermediate boom, individual control for upper boom, engine stop/start, hydraulic system gauge, horn, foot throttle
- Outriggers: A-frame outriggers, swivel type stabilizer pads, 6” club feet, poly outrigger pads, pad holder
- Ground Cable: 2/0 ground cable per ASTM F855-04, 50’, ground clamp, 3-point ground system, 3 ground lugs, 2 ferrules, cable bracket; purchaser must verify this ground system meets their entity’s requirements
- Outrigger Controls: located at rear, each side for view of outrigger placement, outrigger interlock, auxiliary tool outlets, motion alarm, engine stop/start
- Wheel Chocks: Rubber wheel chocks, w/ storage well on mounted body
- Strobes: 6” strobe lights
- Front Winch and Bumper: 20,000 lbs. capacity hydraulic front winch, extended shaft to curb side, roller assembly, 200’ of ½” wire rope, winch control in cab and front bumper, winch bumper rated for pulling capacity w/ tool box
- Color: White, matching truck and mounted body

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

**Revised Specification Group. Tilt Cab Specification split into two weight classes.*
***Indicates new item group.*

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Electric Motor: 160 kW, 215 hp minimum
- Batteries: 68 kW minimum
- GVWR: 14,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 19 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp minimum
- Batteries: 155 kW battery capacity minimum
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp
- Batteries: 155 kW battery capacity (approximate)
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 44 passengers minimum

FSA25-VEH23.0: Heavy Trucks and Buses
Item Group Specifications

Utility Truck: 33,000 lbs. GVWR 4x4, Mounted Aerial Device

This unit will meet all local, state, and federal standards associated with this type of vehicle and will be designed and constructed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

FSA Item Group Description:

- Complete ready-to-work unit.
- Standard manufacturer equipment and specifications, plus 2 keys and/or fobs (if not included).
- Make: Truck w/ mounted Terex Optima TC-55 Aerial Device or equal
- Engine: Minimum 250 hp diesel engine, 6-cylinder, 660 lbs./ft
- GVWR: 33,000 lbs.
- Transmission: Allison 3500 RDA w/ Power Take-Off (PTO), pushbutton electronic shift control, synthetic transmission fluid
- Transfer Case: 2-speed, synthetic lube
- Front Driving Axle: 14,000 lbs. front drive axle, w/ synthetic lube, setback axle
- Rear Axle: 21,000 lbs. rear drive axle, synthetic lube, driver controlled differential lock,
- Frame: Frame yield 50,000 psi, RBM 900,000 in/lbs., section modulus 18.0”
- Wheelbase: 190”, CA 124”
- Steering: Power steering, with see-through reservoir
- Brakes: ABS air brakes, w/ automatic slack adjusters, frame-mounted air dryer, and pull cables on reservoir drains w/ air connections, glad hands at rear of truck frame for trailers
- Front Suspension: 12,000 lbs., shock absorber
- Rear Suspension: 21,000 lbs.
- Wheels: Steel, hub piloted,
- Tires: 12R-22.5 16 ply radial
- Chassis Equipment: 50 gal fuel tank minimum, front tow hooks, steel front bumper, front mudflaps
- Cab Exterior: Air cab mounting, grab handles, air horn, heated west coast mirrors w/convex mirrors, tinted glass, LED lights, back-up alarm
- Cab Interior: Electric windows and electric door locks, A/C and heat, fire extinguisher, triangle reflector set, driver air ride high back seat, non-suspension passenger seat, sun visors, doors and ignition keyed alike, gauges for coolant, oil pressure, air, fuel, AM/FM radio, trailer hand control brake valve, intermittent windshield wipers and washer, electric brake control, tilt/telescope steering column, cruise control
- Color: White

Mounted Body

- Mounted Body: Standard manufacturers line body, approximately 168” long x 46” high x 94” wide
- Compartment Sizes:

  - Streetside- 3 vertical compartments approximately 30” wide x 46” deep x 18”high; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” wide x 18” deep
  - Curbside- 2 vertical compartments approximately 30” wide x 46” high x 18” deep; 1 horizontal compartment approximately 54” wide x 24” high x 18” deep; 1 vertical compartment approximately 24” wide x 46” high x 18” deep
- Compartments: Doors keyed alike, rotary style latches, top painted w/ nonskid, adjustable shelves w/ dividers and compartment interior lighting
- Curbside Access: 30” wide, grip strut steps, cable type flexible step at bottom, grab handles
- Body Floor: Painted w/ nonskid, cargo tiedowns
- Tail Shelf on Rear: Approximately 30” wide x 94” wide, flexible cable type steps, grab handles
- Pintle Hitch: 15 ton pintle hitch, safety chain eyes, glad hands at rear, 7-prong trailer socket
- Rear Bumper: ICC rear step bumper
- Steps: Steps to platform from body
- Strobe Lights: Amber strobe, 6” diameter
- Mud Flaps: Rear mount mudflaps
- Color: White, matching truck

Approximate Aerial Device Dimensional Data:

- Bottom of Platform: 55’
- Working Height: 60’
- Side Reach: 42.8’
- Bottom of Platform to Ground: 1.3’
- Lower Boom Articulation to Ground: 116 degrees in non over center position
- Platform Rotator: 105 degrees of forward rotation
- Turntable: Self-locking worm gear, bi-directional motor, unrestricted and continuous rotation
- Hydraulic System: Open center type, permanent type hose fittings, 50 gal reservoir, dual tool outlets at platform w/ flow control
- Aerial Device Dielectrically Tested and Certification: Aerial device will be a Category C machine in accordance and is dielectrically tested and rated on systems up to 46 kV phase to phase as per ANSI/SIA A92.2-2015
- Lower Boom: Filament wound fiberglass w/ insulating gap
- Upper Boom: Filament wound tapered w/ insulating gap, boom rest w/ cam type tie down
- Platform: Side mounted, fiberglass, 24” x 48” x 42”, curbside, w/ access steps slip resistant type, hydraulic leveling , 700 lbs. capacity, padded platform rest, insulated platform liner tested at 50 kV AC, 2 safety harness w /lanyard and fall arrest, waterproof platform cover
- Load Jib: Hydraulic extension, infinite positioning -20 to +105 degrees, 2,000 lbs. hydraulic winch w/ 75’ of load line, load chart

PARTICIPATING ENTITY ADDENDUM TO FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM (HEREINAFTER "FSA CPP") CONTRACT # FSA25-VEH23.0 WITH PALMETTO FORD OF MIAMI (HEREINAFTER "VENDOR")

WITNESSETH

WHEREAS, the City of Kissimmee's (hereinafter "City") is in need of a truck with a forestry chipper dump body as further described in Vendor's Invoice, which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, Pursuant to the City's Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, Pursuant to a competitive bidding and selection process, FSA CPP, a Florida not-for-profit Corporation, comprised of the 67 Sheriff's Offices in the State of Florida, awarded the bid to a list of vendors, including Vendor, and subsequently entered into Contract Number FSA25-VEH23.0 (hereinafter referred to as "Master Agreement," which is incorporated herein by reference) with Vendor;

WHEREAS, Section 1.09 of the Master Agreement states, "Awarded bid contract pricing will be extended and guaranteed to … any unit of local government, political subdivision or agency of the State of Florida … [including but not limited to] … municipalities, … fire departments, [and] emergency response units …;" and

WHEREAS, City intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions, that are not addressed in the Master Agreement, via this Participating Entity Addendum to add clauses required by state law and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the Parties") have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide the vehicle described in Exhibit A, Vendor's Invoice; 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 incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, Exhibit A, Vendor's Invoice, Exhibit B, the Human Trafficking Affidavit, 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 Participating Entity Addendum, the Master Agreement, Exhibit A, Vendor's Invoice, Exhibit B, the Human Trafficking Affidavit, in that order.

Upon execution of this Agreement, all references made to "Participating Entity" and all references made to "FSA" in the Master Agreement will be interpreted as pertaining to the "City of Kissimmee," "City," and "City of Kissimmee Commissioners," all references made to "Vendor" in the Master Agreement will be interpreted as pertaining to Vendor and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word "Participating Entity" or "FSA" appear, it 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. **TERM.** The term of this Agreement shall begin upon execution and continue through September 30, 2027, the date of expiration of the initial term of the Master Agreement. This agreement shall be automatically extended if the Master Agreement is extended.

4. **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.

5. **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.

6. **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.

7. **NOTICE.** 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
Steve Lackey
Parks & Rec Director
101 Church Street,
Kissimmee, FL 34741

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in **Exhibit B** 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.

15. **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.

16. **REIMBURSEMENT OF TRAVEL EXPENSES.** City's reimbursement of Vendor 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.

17. **FUNDING.** The obligation of City for payment to Vendor 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. In the event of non-appropriation of funds by the Kissimmee City Council for the purchase pursuant to this Participating Entity Addendum, City will terminate this Participating Entity Addendum, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the purchase covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and City shall not be obligated under this Agreement beyond the date of termination.

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

CITY:

CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Jackie Espinosa
Mayor-Commissioner

Date: _____

VENDOR:

Bachrodt FT, LLC dba Palmetto Ford of Miami

By: Charlie Rodgers
Digitally signed by: Charlie Rodgers
DN: CN = Charlie Rodgers email = crodgers@palmettofordtrucks.com C = US O = Bachrodt FT, LLC. OU = Palmetto Ford of Miami
Date: 2026.06.03 16:35:16 -04'00'

Name: Charlie Rodgers
(As Authorized Agent)

Date: 06/03/2026

Title of Attached Agreement: Florida Sheriffs Association Cooperative Purchasing Program Contract # FSA25-VEH23.0: Heavy Trucks and Buses Contract (incorporated by reference only, not attached), Palmetto Ford of Miami Invoice

EXHIBIT A
VENDOR'S INVOICE

Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166
305-470-1334 Direct / 305-972-7133 Mobile
crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA25-VEH23.0

Purchaser:	CITY OF KISSIMMEE	Date:	04/30/2026
Address:	101 CHURCH STREET, SUITE 430	Phone:	407-725-0386
City:	KISSIMMEE, FL. 34741		MICHAEL MCCLUNG
			michael.mcclung@kissimmee.gov

Base Model:	SPEC # 37 2026 FORD F550 CREW CAB 4X4 - W5H (18,000 GVWR)	Price:	**$67,015.00**
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior / Interior Color:	(Z) WHITE / (AS) MEDIUM DARK SLATE VINYL		
Delivery Info:	ESTIMATED AT 18 WEEKS FROM RECEIPT OF PURCHASE ORDER		
Option #	99T - 6.7L V8 DIESEL ENGINE	Price:	$0.00
Option #	44G - FORD 10-SPEED AUTOMATIC TRANSMISSION	Price:	$0.00
Option #	STD - POWER GROUP, LOCKS, WINDOWS, MIRRORS	Price:	$0.00
Option #	STD - TRAILER TOW MIRRORS	Price:	$0.00
Option #	153 - FRONT LICENSE PLATE BRACKET	Price:	$0.00
Option #	535 - HIGH CAPACITY TRAILER TOW PACKAGE. REQ. 99T, 68H AND L/S AXLE	Price:	$574.00
Option #	18B - FACTORY CAB STEPS	Price:	$441.00
Option #	52B - FACTORY TRAILER BRAKE CONTROLLER	Price:	$297.00
Option #	68H - 19,550 GVWR PACKAGE. REQ. 535 AND L/S AXLE OPTIONS	Price:	$1,143.00
Option #	76C - FACTORY BACK UP ALARM	Price:	$228.00
Option #	872I - FACTORY BACK UP CAMERA AND INSTALLATION	Price:	$738.00
Option #	CA84 - 84" CAB TO AXLE	Price:	$178.00
Option #	DUMP-11/3YD - 11' 3-4YD DUMP BODY WITH 16" SIDES, 6" BOARDS, ELECTRIC	Price:	$21,141.00
Option #	HOIST.	Price:	$0.00
Option #	NLBR - COST TO UPGRADE TO FALCON 11' CHIPPER DUMP BODY, POWDER	Price:	$11,462.00
Option #	COATED WHITE, VENTS IN RADIUS PANEL, CAM STYLE TAILGATE LATCH,	Price:	$0.00
Option #	SWING TO STREET SIDE TAILGATE, "L" TOOL BOX AT BOTTOM FRONT BEHIND	Price:	$0.00
Option #	CAB (BOTH SIDES), BODY UNDERCOATING, BODY INTERIOR SPRAYLINED, PTO	Price:	$0.00
Option #	DRIVEN HYDRAULIC HOIST. REQ. "PTO" OPTION.	Price:	$0.00
Option #	FCSS - FOUR CORNER SPLIT AMBER / WHITE LED STROBES, FRONT / REAR	Price:	$748.00
Option #	PTO - TRANSMISSION POWER TAKE OFF AND HYDRAULIC PUMP FOR DUMP	Price:	$7,213.00
Option #	TGM - LT225/70R19.5 REAR TRACTION TIRES (4)	Price:	$188.00
Option #	TOWPKG - HITCH RECIEVER, 7-WAY PLUG, 2 5/16" BALL / PINTLE COMBO	Price:	$1,635.00
Option #	X4L - 4.30 LIMITED SLIP REAR AXLE	Price:	$391.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Note:	2026 SUPERDUTY ORDERS ARE BALANCED OUT AS OF MAY 1ST, 2026		
Note:	PRICE INCREASE FOR 2027 YEAR MODEL TRUCK IN LIUE OF 2026 YEAR MODEL		$480.00
		Total Price of Base Unit and all Selected Options:	**$113,872.00**

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.

Bachrodt FT, LLC dba Palmetto Ford of Miami
_____ 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: Charlie Rodgers

Title of Contractor's Authorized Representative: Government Sales Manager

Signature of Contractor's Authorized Representative: Charlie Rodgers

Digitally signed by: Charlie Rodgers
DN: CN = Charlie Rodgers email = crodgers@palmettofordtrucks.com C = US O = Bachrodt FT, LLC. OU = Palmetto Ford of Miami
Date: 2026.06.04 09:16:45 -04'00'

Date: 6/4/26

ITEM 7.C
Installation of LED Stadium Lighting for Fortune Road Athletic Complex

Request

Requesting approval to install LED stadium lighting at the Fortune Road Athletic Complex for $174,900 (Contract #20260226) with Musco Sports Lighting, LLC.

Explanation

The City Commission previously approved the purchase of LED stadium lighting equipment from Musco Sports Lighting, LLC, to retrofit all four fields at the Fortune Road Athletic Complex through the EECBG grant in 2024. However, the remaining grant funds were insufficient to cover the installation. The Parks and Recreation Department is now requesting approval to proceed with the installation of the LED stadium lighting system.

We are now requesting approval and execution of City Contract #20260226 for installation services to be performed by Musco Sports Lighting, LLC, at a cost of $174,900, under Sourcewell contract 071619-MSL, as verified by the Procurement and Legal departments. This expense will be funded through capital project funds and will complete the project, close the grant, and meet all warranty expectations for the equipment.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2617	Decrease	$175,000	$174,900

Financial Summary:

Funds are available in project ST2617 to complete the project installation.

Recommendation

Approve the installation of LED stadium lighting at Fortune Road Athletic Complex for $174,900, in partnership with Musco Sports Lighting, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Parks & Recreation
Presenter:

Attachment(s):
City of Kissimmee

1. (S) LED Light Installation at Fortune Road
2. Fortune Road Retrofit Sourcewell Install Quote 2026

PARTICIPATING ENTITY ADDENDUM TO SOURCEWELL CONTRACT # 041123-MSL, MUSCO SPORTS LIGHTING, LLC (HEREINAFTER "VENDOR") AND VENDOR'S QUOTE AND FUTURE PURCHASES UTILIZING SOURCEWELL CONTRACT # 041123 (HEREINAFTER "PARTICIPATING ENTITY ADDEDNUM")

WITNESSETH

WHEREAS, the City of Kissimmee (hereinafter the "City") desires to purchase the installation of sports lighting technology and equipment as further detailed in the Vendor's Quote (hereinafter the "Quote"), which is attached hereto and incorporated herein as Exhibit A;

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 contractors or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, Pursuant to a competitive bidding and selection process, RFP # 041123 Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota of which the City is a "Participating Entity", awarded the bid to Vendor and subsequently entered into Contract Number 041123-MSL, which is a cooperative purchasing agreement, (hereinafter referred to as "Master Agreement," which is incorporated herein by reference);

WHEREAS, Section 5(A) of the Master Agreement states, "Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada;" and

WHEREAS, Section 6(B) of the Master Agreement states, "Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable;" and

WHEREAS, City, a Participating Entity (Sourcewell Account # 44339), intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions that are not addressed in the Master Agreement, via this Participating Entity Addendum to add clauses required by state law and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the Parties") have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide the technology and equipment described in Exhibit A; and

WHEREAS, City anticipates making additional purchases utilizing Sourcewell Contract Number 041123 from Vendor and City and Vendor intend for this Participating Entity Agreement to govern all future purchases made pursuant to the Master Agreement; 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 incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, **Exhibit A** (Vendor's Quote), **Exhibit B** (the Human Trafficking Affidavit), 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 Participating Entity Addendum, the Master Agreement, Exhibit A, and Exhibit B, in that order.

   Upon execution of this Agreement, all references made to "Participating Entity" and all references made to "Sourcewell" in the Master Agreement, except those in Sections 2.3, 8, 9, 12, and 14, will be interpreted as pertaining to the "City of Kissimmee," "City," and "City of Kissimmee Commissioners," all references made to "Vendor" and "Supplier" in the Master Agreement will be interpreted as pertaining to Vendor, all references made to the "Parties" in the Master Agreement will be interpreted as pertaining to City and Vendor, and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word "Participating Entity" appears, it will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners," wherever the words "Vendor" or "Supplier" appear, it will be read as "Vendor," and wherever the word "parties" appears, it will be read as "City" and "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution and continue through **June 16, 2027**, the date of expiration of the initial term of the Master Agreement. This agreement shall be automatically extended if the Master Agreement is extended.

4. **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.

5. **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.

6. **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.

7. **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
Matt Libby
Assistant Director
Parks & Recreation Department
101 Church Street
Kissimmee, FL 34741

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

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B 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.

15. **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.

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

CITY OF KISSIMMEE

_____
Jackie Espinosa, Mayor-Commissioner

Date: _____

MUSCO SPORTS LIGHTING, LLC

By: _____
Name: James M. Hanson
(As Authorized Agent)

Date: 6/5/2026

Title of Attached Agreement: Sourcewell Contract # 041123-MSL (incorporated by reference only, not attached)

EXHIBIT A
VENDOR'S STATEMENT OF WORK

Quote

Date: 5/19/26
To: Rod Bargaineer

Project: Fortune Road Softball
Kissimmee, FL
Ref: 212530

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Installation Services Only

Field Description	QTY	$ Per		Total
Installation basedon RS Means pricing. Retrofitting 4 x Softball Field (24 poles)	1	$ 174,900	$	174,900

TOTAL	$	174,900

Installation of owner furnished crossarms, controls, fixtures and wiring

Installation Services Provided

(See attached scope of work)

Payment Terms

Musco's Credit Department will provide payment terms.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Sakes tax (if applicable) not included

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Bob DeCouto
Musco Sports Lighting, LLC
Phone: 407-421-5660

2016, 2021 Musco Sports Lighting, LLC

Fortune Road Sports Complex
Softball Retrofit Scope of Work

Owner Responsibilities:

1) Provide total access to the site and pole locations for construction.
2) Remove any trees, limbs, shrubs, etc. for total access to pole locations.
3) Removal, replacement, and repair of all fencing necessary for construction.
4) Repair and replacement of any field turf, asphalt, curbs, and/or concrete damaged during installation.
5) Locate and mark existing irrigation systems prior to excavation.
6) Provide Crossarms, wire harnesses, driver enclosures and new controls & monitoring cabinets for contractor installation
7) Provide layout of pole locations and aiming diagram.

Contractor Responsibilities:

1) Removal & Demo of existing crossarms & fixtures
2) Provide light test upon completion of works once owner supplied electrical system is energized.
3) Provide equipment and materials to off-load equipment at jobsite per scheduled delivery.
4) Installation of Lighting Contactor Cabinet and connection to existing service
5) Provide adequate trash container for cardboard waste and packing debris.
6) Provide storage containers for material, including ballast enclosures.
7) Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8) **Obtain all required permits (paid for by owner as a change order or waived by owner)**
9) Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage made to existing utilities during construction.
10) Install new wiring from top of the pole down to the driver enclosures, crossarms and fixtures to be mounted on existing poles
11) Provide materials and equipment to assemble and install Light Structure LED fixtures and terminate all necessary wiring from top of pole down to electrical enclosure located approximately 15' above grade.
12) Provide grounding on each pole with Ohm testing as per manufacturers requirements
13) Verify aiming points have been located and are correct before sighting in lighting cross-arms.
14) Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.

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.

Musco Sports Lighting, 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: James M. Hansen

Title of Contractor's Authorized Representative: Secretary and General Cou

Signature of Contractor's Authorized Representative: James M. Hansen

Digitally signed by James M. Hansen
Date: 2026.06.05 11:15:38 -05'00'

Date: 6/6/26

Est. 07.15.2024

Quote

Date: 4/7/26
To: Rod Bargaineer

Project: Fortune Road Softball
Kissimmee, FL
Ref: 212530

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site

Field Description	QTY	$ Per		Total
Installation basedon RS Means pricing. Retrofitting 4 x Softball Field (24 poles)	1	$ 174,900	$	174,900
		TOTAL	**$**	**174,900**

Installation of owner furnished crossarms, controls, fixtures and wiring

Installation Services Provided

(See attached scope of work)

Payment Terms

Musco's Credit Department will provide payment terms.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Sakes tax (if applicable) not included

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Bob DeCouto
Musco Sports Lighting, LLC
Phone: 407-421-5660

2016, 2021 Musco Sports Lighting, LLC

Fortune Road Sports Complex
Softball Retrofit Scope of Work

Owner Responsibilities:

1) Provide total access to the site and pole locations for construction.
2) Remove any trees, limbs, shrubs, etc. for total access to pole locations.
3) Removal, replacement, and repair of all fencing necessary for construction.
4) Repair and replacement of any field turf, asphalt, curbs, and/or concrete damaged during installation.
5) Locate and mark existing irrigation systems prior to excavation.
6) Pay for all permitting as required
7) Provide Crossarms, wire harnesses, driver enclosures and new controls & monitoring cabinets for contractor installation
8) Provide layout of pole locations and aiming diagram.

Contractor Responsibilities:

1) Removal & Demo of existing crossarms & fixtures
2) Provide light test upon completion of works once owner supplied electrical system is energized.
3) Provide equipment and materials to off-load equipment at jobsite per scheduled delivery.
4) Installation of Lighting Contactor Cabinet and connection to existing service
5) Provide adequate trash container for cardboard waste and packing debris.
6) Provide storage containers for material, including ballast enclosures.
7) Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8) Obtain all required permits (paid for by owner or others)
9) Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage made to existing utilities during construction.
10) Install new wiring from top of the pole down to the driver enclosures, crossarms and fixtures to be mounted on existing poles
11) Provide materials and equipment to assemble and install Light Structure LED fixtures and terminate all necessary wiring from top of pole down to electrical enclosure located approximately 15' above grade.
12) Provide grounding on each pole with Ohm testing as per manufacturers requirements
13) Verify aiming points have been located and are correct before sighting in lighting cross-arms.
14) Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.

ITEM 7.D
Kissimmee Police Department Elevator Modernization Contract Amendment

Request

Requesting approval of the First Amendment to the Agreement with KONE, Inc. (Contract #20260065) to add one elevator at the Kissimmee Police Department under the same terms and conditions of the original agreement, in an amount not to exceed $185,631.00, increasing the total contract amount to $983,001.00. Approval is also requested to increase the contingency funds by $14,369.00 for unforeseen project-related needs, and authorization for the City Manager or designee to execute any documents or change orders related to this amendment.

Explanation

On November 18, 2025, the City entered into an agreement with KONE, Inc. for the City Hall Elevator Modernization Project through the OMNIA Cooperative Contract (City of Kansas City, Missouri Contract No. EV2516) in the amount of $797,370.00.

This First Amendment expands the original agreement to include modernization of one elevator at the Kissimmee Police Department utilizing the same contract terms, pricing structure, and procurement method. The additional work is identified in KONE Contract Change Proposal No. 1 (Contract #20260065).

Utilizing the existing agreement allows the City to efficiently incorporate the Police Department elevator modernization into the current contract while maintaining consistency in equipment, service standards, and project delivery.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206-506393 10452206-506393	ST2505 CS2517	Decrease Increase	$500,000 $0	$200,000 $200,000

Financial Summary:

Adequate funding is available within the Sales Tax Fund accounts listed above.

Recommendation

Approve the First Amendment to the agreement with KONE, Inc., for up to $185,631.00, raising the total contract to $983,001.00. Also, approve an increase of $14,369.00 in contingency funds for unexpected project needs, and authorize the City Manager or designee to sign any related documents or change orders.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) First Amendment to Agreement with Kone

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KONE, INC.

THIS FIRST AMENDMENT of the Agreement between the City of Kissimmee and KONE, Inc. is made this 16 day of June 2026, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, hereina er known as the "CITY" and **KONE, INC.**, hereinafter known as "CONTRACTOR." The CITY and CONTRACTOR are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY required elevator-related products and services; and

WHEREAS, KONE, Inc. and Omnia Partners agreed to utilize City of Kansas City, Missouri Contract No. EV2516 as the Omnia Cooperative Contract (hereinafter, "Omnia Contract") which is incorporated herein by reference; and

WHEREAS, KONE, Inc. agreed to provide the goods and services within the scope of the Omnia Contract to the City, and the City subsequently entered into an Agreement with KONE, Inc. on November 18, 2025 (hereinafter, the "Original Agreement"); and

WHEREAS, the Parties desire to amend certain terms and conditions of the Original Agreement, including the scope of services, to incorporate the addition of another elevator to the Project; and

WHEREAS, CITY and CONTRACTOR now mutually desire to enter into this Amendment of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **The Original Agreement is Amended as Follows**:

    a. Section 2 ("Scope of Services") is hereby amended to include Proposal No. T-0009313165 for the elevator at the Kissimmee Police Department, which is attached hereto as "**Exhibit B**" and incorporated herein as part of the Project.

4. **Effective Date.** This First Amendment of the Agreement between the City of Kissimmee and KONE, Inc. is effective immediately upon execution.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

KONE, INC.

By: Brian Foth

Title: Sales Manager

Date: 5/14/2026

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 14th day of MAY, 2026, by means of ☒ physical presence or ☐ online notarization by _____ as SALES MANAGER for KONE, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Amy Mohr Saxour
My Commission HH 771072
Expires 3/24/2030

Notary: Amy Mohr Saxour
Print Name: AMY MOHR SAXOUR
My Commission Expires: 3/24/2030

CITY OF KISSIMMEE

By: _____
Mayor

Date: _____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KONE, INC.
(Omnia – City of Kansas City, Missouri Contract Number: EV2516)

THIS AGREEMENT ("the Agreement") is hereby made this 18 day of November 2025, by the City of Kissimmee ("City") and KONE, Inc. ("KONE" or "Vendor"). Collectively, City and KONE are the "Parties."

WHEREAS, the City is desirous of having KONE provide products and services, as herein described; and

WHEREAS, KONE and Omnia Partners agreed to utilize the City of Kansas City, Missouri Contract Number: EV2516 as for the Omnia Cooperative Contract ("Omnia Contract") which is incorporated herein by reference; and

WHEREAS, KONE has agreed to provide goods and services within the scope of the Omnia Contract to the City at the same prices in the Omnia Contract; and

WHEREAS, the goods and/or services required by the City and that the City seeks to obtain from KONE are within the scope of the Omnia Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties.

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and specifically incorporated herein and made part of this Agreement.
2. **Scope of Services.** The Parties intend to utilize the Omnia Contract, attached hereto as **Exhibit A**, for the goods and services detailed in Proposal T-0004427046 (the "Proposal") attached hereto as **Exhibit B**.
3. **Notices.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to KONE:

Ron McCoy
KONE, Inc.
94●● Southridge Park Ct #2●●
Orlando FL 32819

As to City of Kissimmee:

City of Kissimmee
City Attorney's Office
101 Church St., 5th Floor
Kissimmee, FL 34741

4. **Term.** The term of this Agreement shall begin upon the date of last signature and shall continue until the Omnia Contract hereunder has expired or has been terminated.
5. **Payment.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.

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. **Public Records.** The Vendor 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 Vendor shall keep and maintain public records required by the City to perform the service.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor'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 Vendor, the Vendor 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 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 contract term and following completion of the contract if the Vendor does not transfer the records to the City.

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

e. If the Vendor 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 Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

9. **Foreign Gifts and Contracts.** Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

10. **Human Trafficking.** Vendor shall provide City with the affidavit provided in **Exhibit C** 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.

11. **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.

12. **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.

13. **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.

14. **Discrimination 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.

15. **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.

16. **Entire Agreement.** This Agreement, together with the Omnia Contract, constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

KONE, Inc.

Signature: _____

Name: Ron McCoy

Title: General Manager

Date: 11/3/2025

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3RD day of NOVEMBER 2025, by RON McCOY as GEN. MGR of KONE, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Kimberly Protheroe
My Commission
HH 247775
Exp. 4/12/2026

Notary: _____

Print Name: KIMBERLY PROTHEROE

My Commission Expires: _____

City of Kissimmee

Signature: Jackie Espinosa

Name: Jackie Espinosa

Title: Mayor

Date: November 19, 2025

ATTEST:

Tameara Crespo

City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes

City Attorney

FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone:(816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523

E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and

   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and

   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:

   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516
Attachment B – Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
i. Exhibit 1: City of Kansas City Special Requirements
ii. Exhibit 2: City of Kansas City Pricing Schedule
iii. Exhibit 3: National Pricing Schedule
iv. Exhibit 4: Participating Public Agency Service Level Agreement
Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By: _____

Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI
By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form:

_____
Assistant City Attorney

Attachment D: Scope of Services City of Kansas City/U.S. Communities Master Agreement #EV2516

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.

   a) Contractor shall proceed with work when so requested and work continuously and diligently until completed.
   b) Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
   c) Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
   d) Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
   e) Non-Emergency – Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
   f) City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
   g) Contractor shall perform any and all work requested by City.
   h) Conferences will be held at the request of City or Contractor.
   i) The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4. OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
5. For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with, the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the s of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
6. If any maintenance deficiencies are identified during the term of the agreement, KONE will work with Owner/Agency under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the City that all equipment and materials to be furnished under this agreement are free from all defects in workmanship and materials. Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this agreement which are or become defective due to such defects within twelve (12) months after new equipment accepted by customer, and 90-days from repair work completed by contractor.
7. If Owner/Agency elects to have a third party perform services on equipment covered under the Agreement, purchaser must promptly notify KONE in writing and provide KONE an opportunity at its own cost to inspect the equipment to ensure compliance with KONE and Industry Standards. Should it be determined that re-work, different or additional work is required, such work will be at purchasers cost. Owner/Agency waives all claims against KONE directly related to a third party's performance of services.
8. Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
9. Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The p of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1. The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include, but are not limited to:

    a) Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
    b) Oil and grease work orders
    to reduce wear and prolong the useful life of moving parts of equipment through proper lubric ation on an as-needed basis.
    c) Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
    d) Provide all necessary equipment and supplies.

    i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.

    ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.

    iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

    iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.

3. Contractor shall provide a list of planned PM service visits if requested by customer/agency. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, KONE will work with said agency locally on a mutual agreeable arrangement.
4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing

each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. KONE will conduct a survey of customer's equipment prior to taking on any piece of equipment when awarded a new contract from our competition by a participating public agency. We will also work with the agency in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.
6. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.
7. In addition, the following scenarios provide a billable call and will be billed in minute long increments:

   a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
   b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
   c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
   d) Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
   e) Special requests for services to be performed on overtime.
   f) Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
   g) Callouts – running on arrival where no technical issues are found (false alarms).

Class "A" Complete Preventative Maintenance

1. Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1. HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS **(Class "B" Coverage)**

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS **(Class "B" Coverage)**

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

Class "B" Examination, Oil and Grease Service

1. Refer to previous applicable descriptions of work and materials required.
2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
3. Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
4. All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

1. Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to

better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2. Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3. Any retained components are to be examined, cleaned, and adjusted as necessary.
4. Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5. City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6. Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1. Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Emergency Call Back Services

1. The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:

   a) Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
   b) Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

2. "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention immediately or before the contractor's next scheduled preventative maintenance visit.
3. Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
4. Contractor will, at no additional charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance.
5. The City will pay for emergency call back services in accordance with the rates set forth in Attachment 1.
6. Any repeat call backs for the same elevator problem will not be paid for by the City.

Records

1. The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
2. Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. City and any Participating Public Agency can access work order summaries through the KONE Online Portal. In addition, automatic email notifications can be provided upon request.
4. Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
5. At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.

    a) The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
    b) Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.

7. In addition to phone service requests, Supplier shall provide an online service to allow City direct access to KONE Online from a personal computer. The Supplier shall provide instructions and

training on how to use the system. KONE offers KONE Care Center 24/7, KONE Online, KONE Mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. After a service call is placed or registered via KONE Online, Service Center Agents can provide the most up to date ETAs. Our KONE Mobile app provides a notification when technicians arrive, complete work and depart your site.

8. At a minimum, the Supplier's online system will be able to provide the following:

   a) 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
   b) Mean Time Between Callback data on a per property and per unit basis
   c) 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
   d) Local sales representative and superintendent contact information.
   e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually.
   f) Indicate if equipment has remote monitoring.
   g) Data shall be able to be downloaded in to excel or pdf format,
   h) Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
   - Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
   - Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
   - Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.

- At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
- The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
- All communications given to or received from the superintendent shall be binding on Contractor.
- If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

7. All materials shall be of good quality as provided in the Contract documents.
   - All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
   - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
   - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders

   a) Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
   b) If Contractor determines the maintenance work order will exceed $5,000, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:

      i. Include this Contract Number.
      ii. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
      iii. Include proposed number of Calendar Days required to complete the ordered work.

   c) Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

d) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

2. Emergency Work

a) Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
b) If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling $5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
c) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

3. Not-To-Exceed Proposals

a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

4. Stop Work Orders

a) The City reserves the right to verbally order that all work cease on a project at any time.
b) The individuals authorized to issue verbal work stop orders are:

- City's representative
- City Risk Manager
- The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1. The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
2. The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.

3. Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1. Hourly rate will be paid to the Contractor for each workman while on the job site only. US Communities participating agencies will not be expected to pay additional travel expenses (i.e. mileage, fuel, vehicle expense, etc.) outside of the standard hourly billing rates provided. For work

not covered under the Agreement, the travel time will be charged based on the hourly billing rate schedule – billed portal to portal for actual travel time per IUEC (International Union of Elevator Contractors).

2. For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
   - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
   - Service trucks and all related expenses.
   - Normal expendables
   - General Conditions including Insurance and Bonds
   - Office expenses
   - Profit and other overhead

Invoices

1. Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2. Invoices must include but not be limited to the following information:
   - Work/Task Order Number if applicable.
   - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
   - Total hours worked by each trade and applicable hourly wage rate bid.
   - Invoices will include breakout of material expenses and labor.
   - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
   - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1. Contractor shall comply with all airport security requirements at those locations.
2. Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a $35.00 fee for each employee for fingerprinting and background processing and a $100.00 security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.
3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any

federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA Security Guidelines for General Aviation Airports, and Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1. Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
2. Testing of all safety devices and governors shall be completed as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
3. The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing should be performed during normal business hours.
4. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such

damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.

5. Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, transporter, treater or disposal facility as those

terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal

B. ELEVATOR & Dumbwaiters

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

C. ESCALATOR AND POWERWALK

1. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

OBSOLESCENCE

Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, such component has been installed 20 or more years, or any reputable third party parts provider no longer supports or has available in stock in the same form, fit and equivalent operation/function. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

PART II

FACILITY REPAIR & MAINTENANCE CONTRACT

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all negligent acts or omissions in connection with this Contract but only to the extent caused by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit

d. No Contractual Liability Limitation Endorsement

e. An Owners and Contractors Protective Liability Policy (OCPL).

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory
Employers Liability $100,000 accident
with limits of:
$500,000 disease-policy limit
$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of $1,000,000 , covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an " each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as

to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of $2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination

and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10.Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City and Contractor.

Sec. 11.Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12.Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13.Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14.Affirmative Action. Not Used.

Sec. 15.Tax Compliance. Contractor shall provide proof of compliance with the City's tax

ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds $150,000.00.

Sec. 16.Assignability or Subcontracting.

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17.Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18.Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19.Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20.Employee Eligibility Verification. If this contract exceeds five thousand dollars($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21.Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22.Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 23.Escalator Technical Survey. Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work. Contractor's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during Contractor's technical survey, City will immediately remove the unit from service until repairs are performed. City agrees to indemnify, defend, and hold Contractor harmless for any claims arising out of City's failure to comply with Contractor's recommendations and proposal. If City does not immediately approve Contractor's proposal or recommendation, Contractor reserves the right to terminate this Agreement without penalty.

Sec. 24.Hazardous Materials. Notwithstanding anything contained to the contrary within this bid or contract, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the Cityr's sole responsibility and expense.

Sec. 25.Consequential Damages. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised

of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

Sec. 26.Force Majuere. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor 's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Sec. 27.Intellectual Property. All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.

FACILITY REPAIR CONTRACT
AMENDMENT NO. 1
PROJECT/CONTRACT NO. EV2516 Elevator and Escalator Maintenance and Repair Services
General Services Department

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Kone, Inc. (Contractor). The parties amend the Contract entered into on December 1, 2018, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

1. Updating Exhibit 3-National Pricing Rates from 2024-2029.

Sec 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018, and shall end on November 30, 2029 for a eleven (11) year term. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.

B. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

C. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract

D. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over $1,200,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date:_____

By: Michael Lynch

Title: Key Account Manager

KANSAS CITY, MISSOURI

Date: 6/25/2024

By: DocuSigned by: Darrell Everette DE6901B73458419...

Title: Chief Procurement Officer-Manager of Procurement

DS CB 6/25/2024

Approved as to form:

DocuSigned by: Dustin Johnson 74DB71E68377461... 7/2/2024

Assistant City Attorney

KONE, Inc.
9400 Southridge Park Ct #200
Orlando FL 32819
PHONE: 407.812.8033
Cell: 407.948.3052
www.kone.com

DATE SUBMITTED: 1/26/26

ATTENTION: **Mr. Robert Masiku**

SUBJECT: CONTRACT CHANGE PROPOSAL #1
PROJECT: Kissimmee Police HQ

KONE, Inc. CONTRACT NUMBER: 6863696

We propose to modify our work as identified by our contract number (shown above) for the subject project as described in the following.

Add one elevator to existing contract for Kissimmee City Hall contract under the same terms and conditions. This elevator is located at Kissimmee Police Headquarters. Modernization scope follows this page. Seven (7) pages to follow.

If this CONTRACT CHANGE PROPOSAL is accepted by you, please note the following:
The net amount of our contract
Is increased $185,631.00

This CONTRACT CHANGE PROPOSAL, when fully executed and accepted by an authorized official of your firm, and approved by an authorized official of KONE, Inc., shall constitute a formal modification to our contract and shall be our authorization to proceed with the work as described herein in accordance with the price and timing modifications as explained above.

KONE INC.

By: _____

APPROVED FOR
KONE INC.

Date: 1-26-26

By Aaron Smeber, SR. Sales Exec., Modernization
KONE, Inc. Authorized Official

The undersigned accepts (rejects) this Proposal and is authorized to execute this document on behalf of:

Firm: City of Kissimmee

Signature: _____

Name: Ivan Lespier

Date: 5/18/2026



Proposal for

Kissimmee City Hall

CITY OF KISSIMMEE

KONE People Flow Solution Proposal
08/19/2025

Dedicated to People Flow™

CITY OF KISSIMMEE
101 Church St
Kissimmee, Florida 34741-5054

KONE People Flow Solutions Proposal
Kissimmee City Hall
08/19/2025
Proposal Number: T-0004427046

Prepared by: Aaron Smelser, Sr. Sales Executive
407-812-8033
aaron.smelser@kone.com

1. Proposal

Pricing summary

The KONE solution includes design, manufacturing, supply and installation of the following. This proposal is based on the terms, conditions and pricing of the US Communities/OMNIA and KONE Inc Contract #EV2516:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	Price
				Elevator
MKOF FRB MonoSpace 500 22.2-1	1 x KONE MonoSpace 500 DX	2500 lbs / 150 fpm	Landings: 5 Entrances: 5 front / 0 rear	$ 445,846.00
MKOF FRB MonoSpace 500 22.2-2	1 x KONE MonoSpace 500 DX	2500 lbs / 150 fpm	Landings: 5 Entrances: 5 front / 0 rear	$ 327,524.00
			Building 1 Total	**$ 773,370.00**
			Tariff Allowance (see page 11 – this is per US Communities Agreement)	**$24,000.00**
			Total Sales Price	**$ 797,370.00**

Validity of proposal

Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the “Proposal”). Contract terms shall be in accordance with Bid Attachment “A” / KONE Inc. General Terms and Conditions and Bid Attachment “B” / Site Safety Requirements/ Work by Others, which are incorporated by reference. In the event of conflicts or inconsistencies between this Proposal and any other contract document (including any contract drawing or specification), this Proposal shall supersede and prevail. This Proposal is valid for 30 days.

2. Your Solution

Elevator Technical Specification

	MKOF FRB MonoSpace 500 22.2-1	MKOF FRB MonoSpace 500 22.2-2
Base solution		
KONE Solution	KONE MonoSpace 500 DX	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2500	2500
Speed (fpm)	150	150
Travel height (ft)	56 ft 0 in	56 ft 0 in
Stops	5	5
Front entrances	5	5
Rear entrances	0	0
Control system	Full collective Duplex	Full collective Duplex
IBC seismic design Category	A	A
Regulations	ASME A17.1-2019	ASME A17.1-2019
KONE Environmental Product Declarations	https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/	
Shaft construction		
Shaft size (W x D) (ft)	8 ft 3.1875 in x 6 ft 10.4375 in	8 ft 3.1875 in x 6 ft 10.4375 in
Pit depth (ft)	4 ft 1 in	4 ft 1 in
Clear Height under Ceiling (ft)	12 ft 4 in	12 ft 4 in
Headroom Bracket attach type B side	Welded to horizontal steel (12)	Expansion anchor, concrete (10)
Headroom Bracket attach type D side	Expansion anchor, concrete (10)	Welded to horizontal steel (12)
Mechanical components & machinery		
Power supply, machinery (V / Hz)	480 / 60	480 / 60
Car and doors		
Car size (WxDxH) (in)	6 ft 3.9843 in wide x 4 ft 7.5118 in deep x 7 ft 6 in high	6 ft 3.9843 in wide x 4 ft 7.5118 in deep x 7 ft 6 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in	3 ft 6 in x 7 ft 0 in
Controller location	1st floor Hoistway to controller (horz) [ft]: 50	1st floor Hoistway to controller (horz) [ft]: 50

Design Group 1 - MKOF FRB MonoSpace 500 22.2-1



Rear and Side walls



Front and Side walls

Do you want to see the design in 3D view? Click below

KONE CAR DESIGNER

https://cardesigner.kone.us/#/doc/73226cf8-5553-4421-acdb-e7379474c940

Design Group 1 - MKOF FRB MonoSpace 500 22.2-2



Rear and Side walls



Front and Side walls

Do you want to see the design in 3D view? Click below

KONE CAR DESIGNER

https://cardesigner.kone.us/#/doc/c12bc1e8-7412-4a37-8a9a-aaf6d280492a

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist including number of wall panels, orientation of design, etc. Final approved layout drawings will reflect the actual cab design.

Elevator MKOF FRB MonoSpace 500 22.2-1

Car walls	Studio Teak (7960K-18 Wilson Art) or other KONE standard laminate
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Direct lighting,round LED (CL80) #4 Brushed Stainless Steel
Flooring by others	**Maximum floor thickness: 0.5 in** **Maximum floor weight: 6 lb/ft2**
Handrail	HR64- Tube D38 with rounded ends #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Door type	Single-speed, right-hand, side-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) Media screen all in 1 (CM3)
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS570 series signalization

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	No

Hazard Avoidance

Operation of car ventilation	KONE Standard Fan

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
5 Front	5	Retained	Retained		Hall Lantern
4 Front	4	Retained	Retained		Hall Lantern
3 Front	3	Retained	Retained		Hall Lantern
2 Front	2	Retained	Retained		Hall Lantern
1 Front	*1	Retained	Retained		Lantern / Position Indicator

Elevator MKOF FRB MonoSpace 500 22.2-2

Car walls	Studio Teak (7960K-18 Wilson Art) or other KONE standard laminate
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Direct lighting,round LED (CL80) #4 Brushed Stainless Steel
Flooring by others	**Maximum floor thickness: 0.5 in** **Maximum floor weight: 6 lb/ft2**
Handrail	HR64- Tube D38 with rounded ends #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Door type	Single-speed, right-hand, side-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) Media screen all in 1 (CM3)
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS570 series signalization

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	No

Hazard Avoidance

Operation of car ventilation	KONE Standard Fan

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
5 Front	5	Retained	Retained		Hall Lantern
4 Front	4	Retained	Retained		Hall Lantern
3 Front	3	Retained	Retained		Hall Lantern
2 Front	2	Retained	Retained		Hall Lantern
1 Front	*1	Retained	Retained		Lantern / Position Indicator

3. Project-Specific Clarifications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text-based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center
- The customer must provide a LAN network with internet service for the KONE Emergency Video Communications solution to connect with Cloud services. The network should support a 4-hour power backup and DHCP service for KONE devices. A router may be required for network interconnection. However, router delivery and configuration, as well as cables connecting KONE solutions to the LAN network, are not included in KONE's scope. The provided cables must reach the KONE solution's installed location. Specific network requirements will be detailed separately.

KONE 24/7 Emergency Video Communications services are included in the proposal for the duration of the warranty maintenance period. The payment obligation related to the KONE 24/7 Emergency Video Communications services among other provisions, survives termination of any maintenance agreement. Sufficient AT&T or Verizon cellular in the United States, or Rogers Roaming in Canada, connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications.

Per RFI Response from City of Kissimmee dated 8/11/25. The related trade work (electrical, fire alarm, HVAC) shown below is the entirety of the related trade work included in our scope.

Owner to provide storage area for KONE supplied containers within 100' of elevator hoistways.

SCOPE OF WORK

HVAC

-Installation of a 3 ton mini split system as per the engineers design

-The indoor unit will sit above the entry door

-The outdoor unit will be in the mechanical cage sitting on a hurricane pad (covering up to 150mph, H-class)

-Refrigerant lines will run from the outdoor unit to the building underground. Any exposed lines will be painted with UV protection (on the insulation)

-Thermostat included

-New R454b refrigerant included

-Condensation pump included, if needed

-Condensation line will discharge to the nearest draining point

-Core drills included

Electrical

-Demo cab disconnect and piping in the equipment room

-Install new fuses, a new cab disconnect and piping in the equipment room

-Bring lighting up to code in the equipment room and pit

-Install new GFI in the equipment room and pit

-Run new Fire Alarm piping from the panel to each landing and to equipment room

-Existing 70amp breakers and 70amp fuses

-Run pipe from equipment room to the top of the shaft

-Installation of two, 100amp disconnects for the 20hp motors

-Run pipe up the shaft for the 120amp circuit feeding the lights and receptacles

-Run pipe from the electrical room to the equipment room for the ATS signal wires and shunt trip wires

-Run power for the hvac unit

Fire Alarm

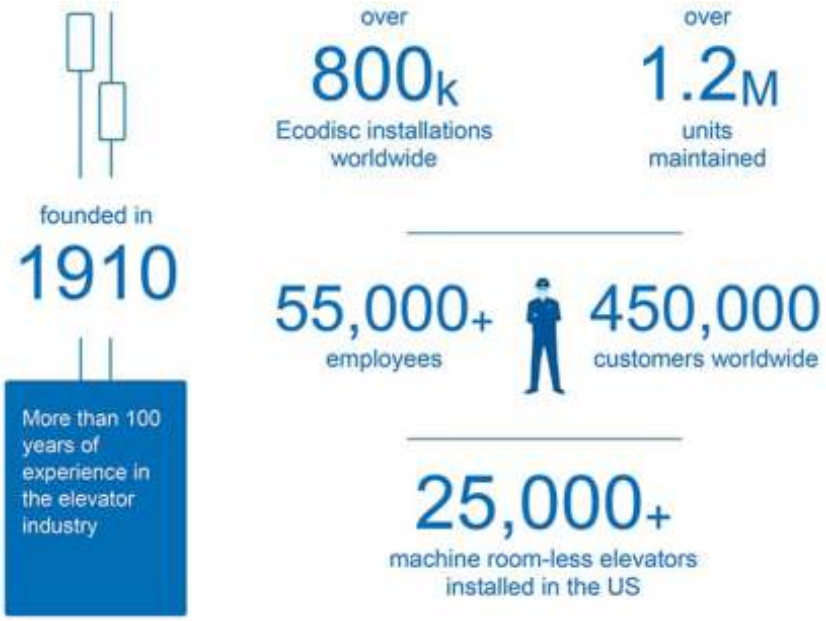
- Reprogram existing relays for new controller
- add any new relays required for elevator recall
- Provide technicans for two (2) elevator inspections
- Test and inspect fire alarm system, send signals to centrals station utilizing sole path communication
- Train customer on use of system

4. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



Product offer

KONE MonoSpace DX®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.



- Excellent eco-efficiency – hoisting technology, lighting, and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

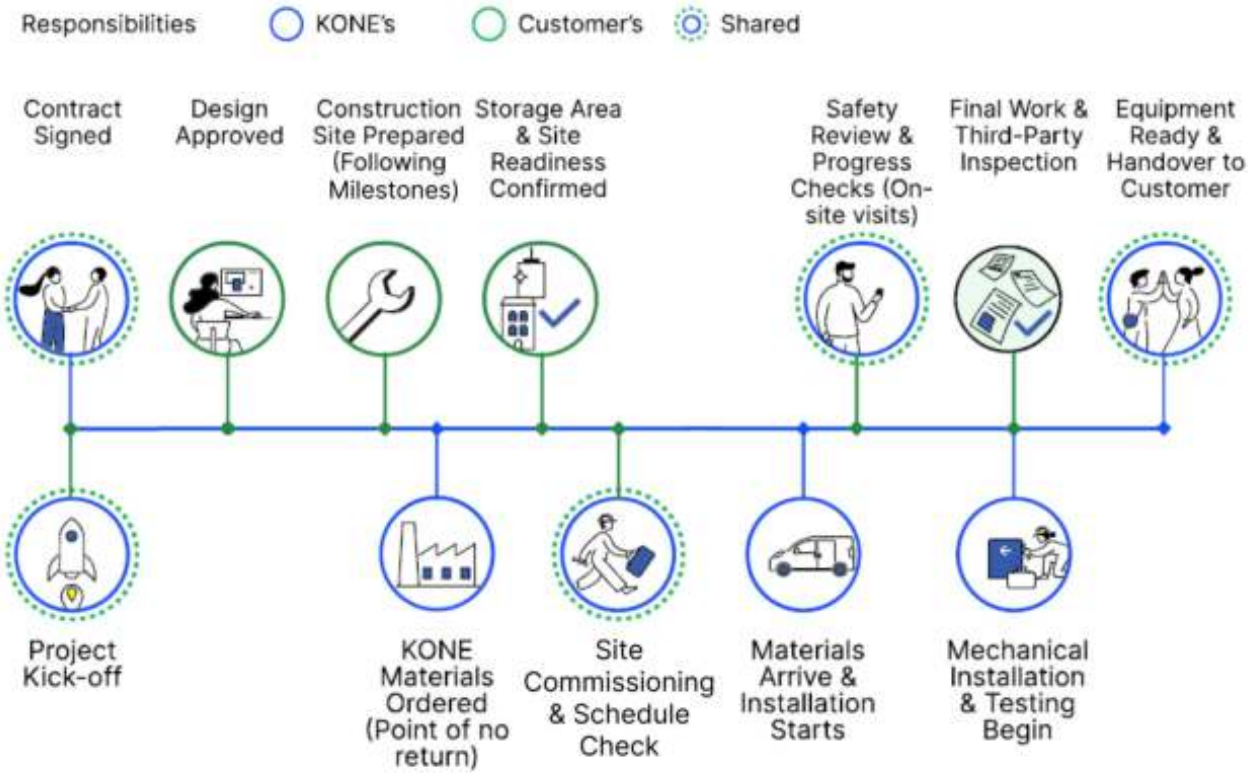
KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.

Read more at
kone.us/connected

5. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	2	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	14-18 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.

Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	25 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.

Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. These conditions will be verified during the site readiness visit.

1. Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
2. The hoistway, pit, and machine room must be clean and dry.
3. NA
4. Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
5. NA
6. Applicable work areas must have adequate lighting.
7. Finished floor marks must be visible from the hoistway openings at all landings.

Warranty

Our Proposal includes 12 months of KONE 24/7 Connected Services. No standard maintenance is included.

Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or similar means), or any increase in duties or tariffs on imported materials, raw materials and/or finished goods, whether imposed by domestic or foreign governments.

Contractor has set aside an amount of $24,000.00 within the Scope of Work to specifically cover tariff costs related to this project. Contractor will track all costs associated with this allowance internally. Any changes or modifications to this allowance will be submitted once the duties or tariffs on imported materials, raw materials, and/or finished goods have been delivered to the distribution center. This allowance can be used without special authorization, permission, or approval. Once the allowance is either exhausted, exceeded, or the Scope of Work is completed with remaining funds, the Scope of Work will be formally adjusted with a deductive change order (credit) for any unused portion, or an additive change order if costs exceed the allowance.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's electronic invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited.

Completion

The price is based on KONE completing its work by December 31, 2026, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage ($3,000 / month per unit) and labor for double handling of the materials ($4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of $4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

Changes to the work

KONE shall not be required to proceed with any Customer directed change to the Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. However, should KONE proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such action is specifically conditioned on Customer promptly converting the Extra Work to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds ten percent (10%) of the Subcontract Price. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, will be construed to be a waiver of KONE's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date, even if a notice period exists in the contract documents. KONE will not proceed with a Construction Change Directives or a Field Order if there is a reasonable safety concern or it is unreasonable to proceed.

Inspections

This Proposal includes one final inspection per elevator by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing

rates. No overtime has been included in this Proposal.

6. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Kissimmee City Hall

Proposal No: T-0004427046

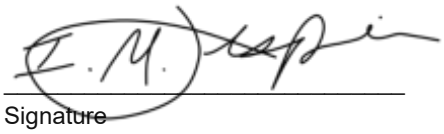
Site Address: , , Florida,

Total Sales Price: $797,370.00

Customer

CITY OF KISSIMMEE

Date



Signature

Ivan Lespier
City of Kissimmee
Senior Construction Project Manager

Printed name

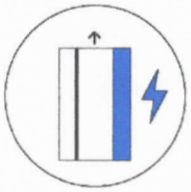
THIS PAGE INTENTIONALLY LEFT BLANK

3. Your solution

Equipment #	43021810 /
Address	8 NORTH STEWART AVE, 34741-5463, Kissimmee
Rated load	2500 lbs
Rated speed	100 fpm
Travel height	15 ft 1 in
Number of floors	2 floors / 2 front openings / 0 rear opening
State ID	46784

Electrification

KONE HydroMod DX

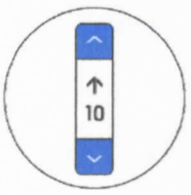


KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

Fixtures

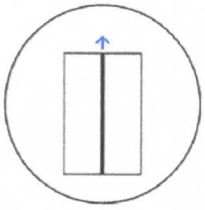
Custom Fixtures



New signalization shall be provided as required.

Doors

Door Panel(s)



New car and/or hoistway door panel(s) shall be provided where applicable per the Solution Details/Door Panel(s) section of the proposal. New door(s) shall be UL fire rated 1 ½ hours.

KONE ReNova Door Operator

A KONE ReNova closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

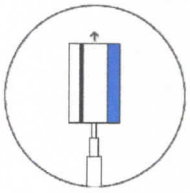
Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

Hydraulic equipment

Field Pipe & Accessories



New field pipe and or accessories shall be provided as required.

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

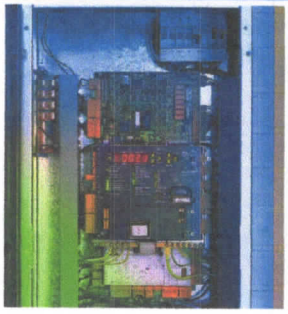
An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

Solution details

Elevator 43021810 / Solution 1

Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	2
Code year	2019
Speed [FPM]	100
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	25
Motor Starts per Hour	80 Standard
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.
Qty of COPs	1
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.

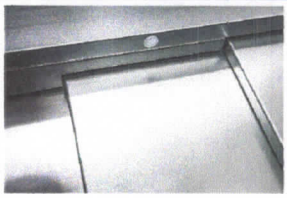


Fixtures

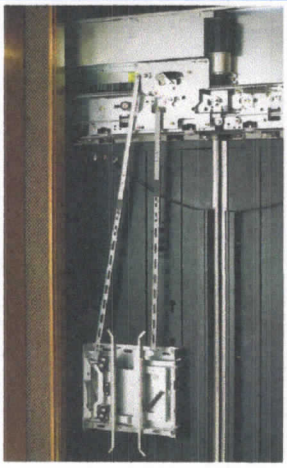
Product name	Custom Fixtures
Number of floors served	2
Capacity [LBS]	2500
Qty of COPs	1
Qty of new hall stations	2
Qty of new hall lanterns	2
Qty of hoistway access switches	2

Doors

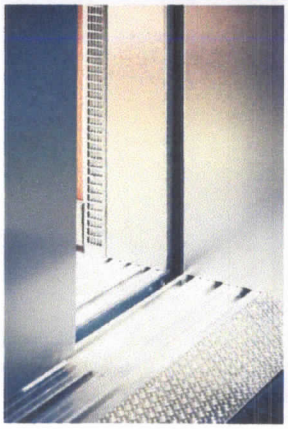
Product name	Door Panel(s)
Number of floors served	2
Car panel finishing material	New car door panel(s) shall be provided where applicable per the Solution Details/Door Panel(s) section of the proposal. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Single speed side opening.



Product name	KONE ReNova Door Operator
Number of floors served	2
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed side opening.
Door package type	KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.



Product name	Curtain of Light
Number of floors served	2
Code year	2019
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.

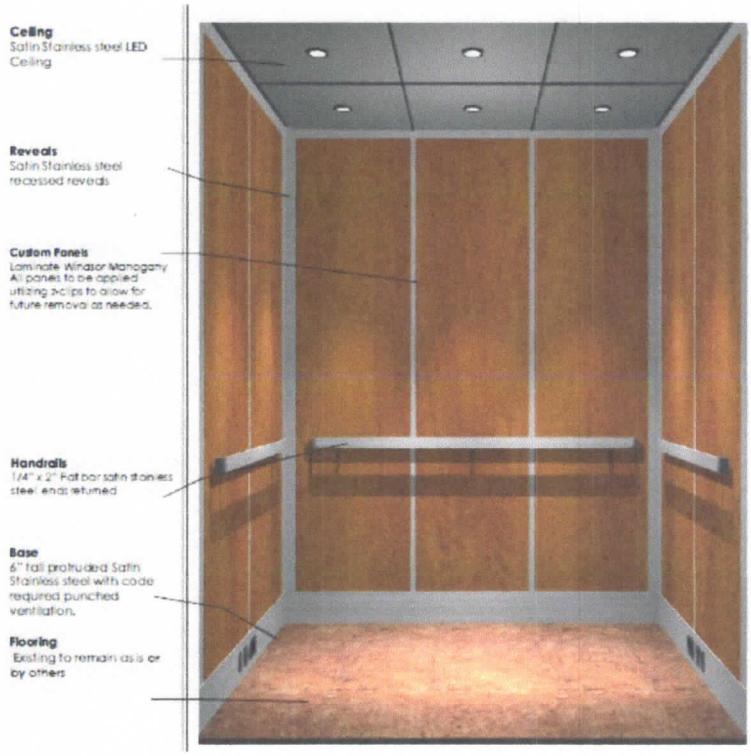


Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	2500
Speed [FPM]	100
Field Pipe Length (in)	900
Field Pipe Size	2"
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name	Power Unit
Capacity [LBS]	2500
Speed [FPM]	100
Type of power unit	Submersible
New motor size (hp)	25
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	900
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1

Cab Interior Finishes Included



Related Trade Work Included

HVAC

-Installation of a 3/4 ton mini split system
-The indoor unit will sit on the wall inside the room to the right
-The outdoor unit will sit on a hurricane stand secured on the roof structure (roofing not included; roof assumed to NOT be concrete)
-Refrigerant lines will run from the indoor unit through a newly installed portal on the roof to the outdoor unit sitting on the newly installed hurricane stand (assumed that the roof structure is

established so as the stand will anchor right to the existing steel)
-Thermostat included
-New R454b refrigerant included
-Condensation pump included, if needed
-Condensation line will discharge to the floor drain next to the existing chilled water air handler

Electrical
-Demo cab disconnect and piping in the equipment room
-Install new fuses, a new cab disconnect and piping in the equipment room
-Bring lighting up to code in the equipment room and pit
-Install new GFCI in the equipment room and pit
-Replacement of one 60amp disconnect and two(2) 30amp disconnects for the cab lighting and control power
-Run power for the hvac unit

Fire Alarm
Reprogramming of existing devices
Inspections

4. Commercial Offer

Project notes	Owner to provide ethernet connection to elevator machine room. System to have 4 hour battery back up Owner to provide storage area for KONE supplied container within 100' rollable access to machine room.
Handover date	Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 18 weeks from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.
Downtime period	3 weeks per unit
Warranty/maintenance	None

Pricing

Equipment	Fixtures	Doors	Electrification	Hydraulic equipment	Price ($)
Elevator: Solution 1	•	•	•	•	$ 185,631.00

Total Sales Price, net including TAX **$ 185,631.00**

5. Services included

KONE 24/7 Connected Services

KONE 24/7 Connected Services is a round-the-clock diagnostics service that gathers data on your equipment's condition. We analyze this data and use it to make intelligent and proactive decisions on how to solve any potential problems – even before they occur. KONE 24/7 Connected Services helps you to optimize the lifetime value of your assets from day one and gives you peace of mind by keeping you fully informed about the condition of your equipment and any maintenance activities we carry out.



Contractor has set aside an amount of $2,000.00 within the Scope of Work to specifically cover tariff costs related to this project. Contractor will track all costs associated with this allowance internally. Any changes or modifications to this allowance will be submitted once the duties or tariffs on imported materials, raw materials, and/or finished goods have been delivered to the distribution center. This allowance can be used without special authorization, permission, or approval. Once the allowance is either exhausted, exceeded, or the Scope of Work is completed with remaining funds, the Scope of Work will be formally adjusted with a deductive change order (credit) for any unused portion, or an additive change order if costs exceed the allowance.

ITEM 7.E

Continuing services contracts for Inspire Placemaking Collective, Inc., NUE Urban Concepts, and Traffic and Mobility Consultants

Request

Requesting approval of continuing services contracts for Inspire Placemaking Collective, Inc. (#20260209), NUE Urban Concepts (#20260206), and Traffic and Mobility Consultants (#20260207), for general planning services.

Explanation

This request seeks approval of continuing services contracts for Inspire Placemaking Collective, Inc. (#20260209), NUE Urban Concepts (#20260206), and Traffic and Mobility Consultants (#20260207). Through the Request for Qualifications (RFQ) process, the City received twenty-one proposals for review. A selection committee ranked each firm based on its proposal and selected the firms referenced above.

Execution of these contracts will allow the companies to perform general planning services, transportation services, mapping, marketing and public involvement for projects, and market analysis without the City needing to go through the Request for Qualifications (RFQ)/Request for Proposal (RFP) process. For a full listing of allowable services, please see the Scope of Services (Exhibit A) in the attachments. Contracts will expire after five years.

For future tasks, the consultants will present a Scope of Work and project cost that will obtain separate approval.

Recommendation

Approval of continuing services contracts for Inspire Placemaking Collective, Inc., NUE Urban Concepts, and Traffic and Mobility Consultants.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. (S) Inspire Placemaking Collective Continuing Services Contract (20260209)
2. (S) NUE Urban Continuing Services Contract (20260208)
3. (S) Traffic & Mobility Consultants Continuing Services Contract (20260207)

AGREEMENT FOR CONTINUING PROFESSIONAL PLANNING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 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 Inspire Placemaking Collective at 4767 New Broad Street, Orlando, Florida 32814 (hereinafter Consultant) and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/ support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

WHEREAS, CITY advertised RFQ2026-006 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, Based on the competitive selection process the CITY has determined that Inspire Placemaking Collective, is qualified to provide the services and desires to award the contract to CONSULTANT consistent with the terms, conditions and requirements of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.

1.2 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

1.3 Conduct meetings with staff, the public, the City Commission and appointed boards as necessary to share information and present findings or recommendations.

1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5 Produce written reports and provide all work products and data developed for assigned projects or tasks to CITY OF KISSIMMEE staff in electronic format for the CITY'S use and public review, as requested.

1.6 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY OF KISSIMMEE.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next five (5) years.

Article 3. City's Responsibilities.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT'S contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services.

3.3 The CITY shall provide timely reviews of CONSULTANT'S draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an

opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY'S and CONSULTANT'S designated representatives.

Article 4. Ownership and Use Documents.

4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

Article 5. Termination.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this contract for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this contract which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or its failure to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to

CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3 CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this agreement for convenience with sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

6.1 Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written

instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5 Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees

to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

6.14 Public Records. CONSULTANT, specifically acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

6.15 E-VERIFY. In accordance with, §448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the 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 C CONSULTANT enters into a contract with a sub-contractor performing work or providing services on its behalf, CONSULTANT 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.

CONSULTANT 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. CONSULTANT may be liable for all costs associated with CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

CONSULTANT, by virtue of acceptance of this Agreement certifies that:

a. CONSULTANT and its Sub-constractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
b. CONSULTANT and its Sub-constractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
c. CONSULTANT 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-constractor will provide CONSULTANT with an affidavit stating that Sub-CONSULTANT does not employ, contract with, or subcontract with unauthorized alien.
e. CONSULTANT must maintain a copy of such affidavit.
f. CITY may terminate this Contract on the good faith belief that CONSULTANT 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), CONSULTANT may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

h. CONSULTANT is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

6.16 Scrutinized Vendor List. By acceptance of this Agreement, CONSULTANT 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 CONSULTANT has submitted a false certification, CITY shall provide CONSULTANT with written notice of its determination. CONSULTANT 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 CONSULTANT does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONSULTANT. If a civil action is brought and the court determines that CONSULTANT has submitted a false certification, CONSULTANT 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, CONSULTANT 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 CONSULTANT submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

6.17 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.

6.18 Human Trafficking. CONSULTANT shall provide CITY with an affidavit signed by an officer or representative of CONSULTANT attesting, under penalty of perjury, that CONSULTANT does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

Article 7. Payments and Basis of Compensation

7.1 CITY shall pay CONSULTANT for planning services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time. Exhibit "B" may be modified no later than January 15th of each calendar year this contract is in force. The modified rate schedule shall be provided to the CITY's designate.

7.2 Payments on account of the CONSULTANT'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred.

7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT'S invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and consultants as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including

mileage, air fare, and rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Article 8. Notices.

8.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	**CONSULTANT**
Development Services Department	Inspire Placemaking Collective
Attn: Craig Holland, AICP Director	Attn: George Kramer, AICP
City of Kissimmee Development Services Dept.	
101 Church Street	4767 New Broad Street
Kissimmee, Florida 34741	Orlando, Florida 32814

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence

and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFP number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's designate by January 15th of each year the contract is in force.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 The CONSULTANT agrees to hold harmless and indemnify the CITY from and against liability arising out of the CONSULTANT'S negligent performance of the Work. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to his culpability or any share of any amount levied to recognize more than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity

of the CITY.

9.9 The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY OF KISSIMMEE evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

_____
Mayor- Commissioner
Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

CONSULTANT:

_____
Signature

George Kramer
Printed Name

Title: President

Date: 4/29/26

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on this 29 day of April, 2026, by George Kramer, they are personally known to me, or has produced their driver's license, or their _____ as identification, and did/did not take an oath.

Nancy A Pfaff
Notary Public, State of Florida

Seal

Notary Public State of Florida
Nancy A Pfaff
My Commission HH 377724
Expires 3/23/2027

EXHIBIT "A"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

I. General Planning Services may be included but not limited to:
   a. Comprehensive Plan update / amendments;
   b. Land Use Planning Studies;
   c. Redevelopment / infill Plans;
   d. Activity center / corridor planning;
   e. Scenario planning and build out analysis;
   f. Demographic studies;
   g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
   h. Strategic Planning and Evaluation;
   i. Historic Preservation planning;
   j. Land Development Code updates; and/or
   k. Other general planning consulting services as directed

II. Market Analysis may include but is not limited to:
   a. Barrier analysis to redevelopment and infill;
   b. Areas market study and analysis;
   c. Economic development;
   d. Demographics / socio-economic analysis;
   e. Economic assessment; and/or
   f. Viability for specific development types.

III. Transportation Planning Services may be included but not limited to:
   a. Performing and or reviewing individual traffic analysis for private development;
   b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
   c. Providing annual traffic counts and other counts for special studies
   d. Roadway conceptual analysis;
   e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
   f. Performing periodic reports on Multimodal Transportation District and Vine Street.

IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

EXHIBIT "B"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
HOURLY RATES

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:

Firm/Classification	Hourly Billing Rate

Inspire
PLACEMAKING COLLECTIVE

Schedule of Hourly Rates (2026)

Classification	Hourly Rates
Principal/Director	$250 - $400
Project Manager	$175 - $250
Deputy Project Manager	$165 - $195
Senior Landscape Architect/Senior Planner	$165 - $200
Senior Graphic Designer	$135 - $185
Landscape Architect/Urban Designer/Planner	$110 - $165
Landscape Designer/Planning Technician	$90 - $130
Graphic Designer	$75 - $100
Professional Interns	$75 - $90
Administrative	$55 - $85

EXHIBIT "C"
DOCUMENTATION EVIDENCING SATISFACTION OF ARTICLE 9
INSURANCE REQUIREMENTS

INSPPLA-01 STHOMPSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Ins. Co.	30104
INSURED	INSURER B : Beazley America Insurance Company, Inc.	16510
Inspire Placemaking Collective, Inc. 4767 New Broad Street Orlando, FL 32814	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X	X	21 SBA AV4H7E	1/1/2026	1/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	21 SBA AV4H7E	1/1/2026	1/1/2027	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE	X	X	21 SBA AV4H7E	1/1/2026	1/1/2027	AGGREGATE	$
	DED X RETENTION $ 10,000							$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab			C38DAA250101	1/1/2026	1/1/2027	Per Claim	2,000,000
B	Professional Liab			C38DAA250101	1/1/2026	1/1/2027	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ2026-006- Continuing Services for Professional Planning Consulting

The City of Kissimmee where required by written contract is an Additional Insured with respect to all policies (except Professional Liability). Coverages are primary & non-contributory. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

City of Kissimmee
101 Church Street
Kissimmee, FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

© 2021, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)



(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

© 2021, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

© 2021, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Transfer Of Rights Of Recovery Against Others To Us**

   a. **Transfer Of Rights Of Recovery**

   If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

   If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

© 2018, The Hartford
(May include copyrighted material of Insurance Services Office, Inc., with its permission)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

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.

Inspire Placemaking Collective, 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: George Kramer

Title of Contractor's Authorized Representative: President

Signature of Contractor's Authorized Representative:

Date: 1/6/26

AGREEMENT FOR CONTINUING PROFESSIONAL PLANNING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 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 NUE Urban Concepts at 100 East Pine Street, Suite 110 Orlando, Florida 32801 (hereinafter Consultant) and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/ support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

WHEREAS, CITY advertised RFQ2026-006 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, Based on the competitive selection process the CITY has determined that NUE Urban Concepts, is qualified to provide the services and desires to award the contract to CONSULTANT consistent with the terms, conditions and requirements of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.

1.2 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

1.3 Conduct meetings with staff, the public, the City Commission and appointed boards as necessary to share information and present findings or recommendations.

1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5 Produce written reports and provide all work products and data developed for assigned projects or tasks to CITY OF KISSIMMEE staff in electronic format for the CITY'S use and public review, as requested.

1.6 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY OF KISSIMMEE.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next five (5) years.

Article 3. City's Responsibilities.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT'S contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services.

3.3 The CITY shall provide timely reviews of CONSULTANT'S draft work products, ensuring that all appropriate CITY departments and external agencies, as appropriate, have an

opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY'S and CONSULTANT'S designated representatives.

Article 4. Ownership and Use Documents.

4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

Article 5. Termination.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this contract for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this contract which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or its failure to carry out the work in accordance with the provisions of the contract documents, the CITY shall not be responsible for payment to

CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3 CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this agreement for convenience with sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

6.1 Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written

instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5 Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees

to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

6.14 Public Records. CONSULTANT, specifically acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

6.15 E-VERIFY. In accordance with, §448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the 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 C CONSULTANT enters into a contract with a sub-contractor performing work or providing services on its behalf, CONSULTANT 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.

CONSULTANT 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. CONSULTANT may be liable for all costs associated with CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

CONSULTANT, by virtue of acceptance of this Agreement certifies that:

a. CONSULTANT and its Sub-constractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
b. CONSULTANT and its Sub-constractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
c. CONSULTANT 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-constractor will provide CONSULTANT with an affidavit stating that Sub-CONSULTANT does not employ, contract with, or subcontract with unauthorized alien.
e. CONSULTANT must maintain a copy of such affidavit.
f. CITY may terminate this Contract on the good faith belief that CONSULTANT 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), CONSULTANT may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

h. CONSULTANT is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

6.16 Scrutinized Vendor List. By acceptance of this Agreement, CONSULTANT 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 CONSULTANT has submitted a false certification, CITY shall provide CONSULTANT with written notice of its determination. CONSULTANT 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 CONSULTANT does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONSULTANT. If a civil action is brought and the court determines that CONSULTANT has submitted a false certification, CONSULTANT 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, CONSULTANT 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 CONSULTANT submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

6.17 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.

6.18 Human Trafficking. CONSULTANT shall provide CITY with an affidavit signed by an officer or representative of CONSULTANT attesting, under penalty of perjury, that CONSULTANT does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

Article 7. Payments and Basis of Compensation

7.1 CITY shall pay CONSULTANT for planning services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time. Exhibit "B" may be modified no later than January 15th of each calendar year this contract is in force. The modified rate schedule shall be provided to the CITY's designate.

7.2 Payments on account of the CONSULTANT'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred.

7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT'S invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and consultants as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including

mileage, air fare, and rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Article 8. Notices.

8.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	**CONSULTANT**
Development Services Department	NUE Urban Concepts
Attn: Craig Holland, AICP Director	Jonathan B. Paul, AICP
City of Kissimmee Development Services Dept.	100 East Pine Street
101 Church Street	Suite 110
Kissimmee, Florida 34741	Orlando, Florida 32801

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence

and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFP number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's designate by January 15th of each year the contract is in force.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 The CONSULTANT agrees to hold harmless and indemnify the CITY from and against liability arising out of the CONSULTANT'S negligent performance of the Work. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to his culpability or any share of any amount levied to recognize more than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity

of the CITY.

9.9 The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY OF KISSIMMEE evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

_____
Mayor- Commissioner
Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

CONSULTANT:

Jonathan B Paul
Signature

Jonathan B. Paul
Printed Name

Title: Principal

Date: 04/29/2026

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 29th day of April, 2026, by Jonathan Paul, they are personally known to me, or has produced their driver's license, or their Driver License as identification, and did/did not take an oath.

Juan Villa
Notary Public, State of Florida

JUAN VILLA
Notary Public - State of Florida
Commission # HH 752524
My Comm. Expires Jan 6, 2030
Bonded through National Notary Assn.
Seal

EXHIBIT "A"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

I. General Planning Services may be included but not limited to:
   a. Comprehensive Plan update / amendments;
   b. Land Use Planning Studies;
   c. Redevelopment / infill Plans;
   d. Activity center / corridor planning;
   e. Scenario planning and build out analysis;
   f. Demographic studies;
   g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
   h. Strategic Planning and Evaluation;
   i. Historic Preservation planning;
   j. Land Development Code updates; and/or
   k. Other general planning consulting services as directed

II. Market Analysis may include but is not limited to:
   a. Barrier analysis to redevelopment and infill;
   b. Areas market study and analysis;
   c. Economic development;
   d. Demographics / socio-economic analysis;
   e. Economic assessment; and/or
   f. Viability for specific development types.

III. Transportation Planning Services may be included but not limited to:
   a. Performing and or reviewing individual traffic analysis for private development;
   b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
   c. Providing annual traffic counts and other counts for special studies
   d. Roadway conceptual analysis;
   e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
   f. Performing periodic reports on Multimodal Transportation District and Vine Street.

IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

EXHIBIT "B"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
HOURLY RATES

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:

Firm/Classification	Hourly Billing Rate

NUE Urban Concepts Team: Hourly Rates

Jonathan B. Paul, AICP — **Proposed $230 per hour rate**
Project Manager / Chief Planner
NUE Urban Concepts, LLC
Principal

Lauren Rushing, AICP — **Proposed $195 per hour rate**
Assistant Project Manager / Principal Planner
NUE Urban Concepts, LLC

Fabian De La Espriella, AICP — **Proposed $225 per hour rate**
Urban Design, Placemaking, Market Analysis, and
Community Engagement Lead
Urbe Studio
Principal

Mateo Van Thienen — **Proposed $175 per hour rate**
Senior Planner / GIS Lead
NUE Urban Concepts, LLC

Robert Schiffer, AICP — **Proposed $225 per hour rate**
Travel Demand Model Lead
FuturePlan Consulting, LLC
President

Margarita Yerastova — **Proposed $175 per hour rate**
Senior Planner / Graphics Lead
The Republic of Design
President

Geographic Information System Analyst — **Proposed $135 per hour rate**

Planning Technician — **Proposed $115 per hour rate**

Administrative Assistant — **Proposed $70 per hour rate**

EXHIBIT "C"
DOCUMENTATION EVIDENCING SATISFACTION OF ARTICLE 9
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sarah Williams	
Darr Schackow Insurance Agency LLC 5200-B West Newberry Road Gainesville, FL 32607	PHONE (A/C, No, Ext): (352) 338-0552	FAX (A/C, No): (352) 376-5741
	E-MAIL ADDRESS: swilliams@libertycompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	15642
INSURED Nue Urban Concepts LLC c/o Jonathan Paul 2000 PGA Blvd, Suite 4440 Palm Beach Gardens, FL 33408	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		PSO1040636223	1/1/2026	1/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] OTHER:						CYBER LIABILITY	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured when required by written contract.

CERTIFICATE HOLDER

CITY OF KISSIMMEE
101 Church Street
Kissimmee, FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Darr

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK PO Box 3300 Wilkes-Barre PA 18773	CONTACT NAME:	
	PHONE (A/C. No. Ext): 844-472-0967	FAX (A/C. No): 203-654-3613
	E-MAIL ADDRESS: CustomerService@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Berkshire Hathaway Direct Insurance Company	10391
INSURED NUE Urban Concepts, LLC 2000 Pga Blvd Ste 4400 Palm Beach Gardens FL 33408	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	OTHER:							
A	**AUTOMOBILE AUTHORITY**						COMBINED SINGLE LIMIT (Ea accident)	$ **1,000,000.00**
	ANY AUTO						BODILY INJURY (Per Person)	$ **N/A**
	ALL OWNED AUTOS / **X** SCHEDULED AUTOS	**X**		**0074627-01-CA**	**01/23/2026**	**01/23/2027**	BODILY INJURY (Per accident)	$ **N/A**
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ **N/A**
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A					PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N						E. L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under						E. L. DISEASE – EA EMPLOYEE	$
	DESCRIPTION OF OPERATIONS below						E. L. DISEASE – POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is recorded in the insurer's records as a loss payee for 2023 FORD EXPEDITION 1FMJU1L8XPEA35735 with limit of $35000 and a comprehensive deductible of $500 or if different deductibles: Comprehensive deductible of $2,500.and a collision deductible of $500 or if different deductibles: Collision Deductible of $2,500.

CERTIFICATE HOLDER

City of Kissimmee
101Church Street
Kissimmee FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01) **© 1988-2014 ACORD CORPORATION. All rights reserved.**
The ACORD name and logo are registered marks of ACORD
M-5652 (07/2015)

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/17/2024 **EXPIRATION DATE:** 12/17/2026

PERSON: JONATHAN B PAUL **EMAIL:** NUEURBANCONCEPTS@GMAIL.COM

FEIN: 453687255

BUSINESS NAME AND ADDRESS:

NUE URBAN CONCEPTS, LLC

NUE URBAN CONCEPTS, LLC

2000 PGA BLVD, SUITE 4440,

NORTH PALM BEACH, FL 33408

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT E02017727 QUESTIONS? (850) 413-1609
Rule 69L-6.012, F.A.C. REVISED 01/2023

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

NON-CONSTRUCTION INDUSTRY EXEMPTION

CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW

EFFECTIVE DATE: 12/17/2024 **EXPIRATION DATE:** 12/17/2026

PERSON: JONATHAN B PAUL **EMAIL:** NUEURBANCONCEPTS@GMAIL.COM

FEIN:453687255

BUSINESS NAME AND ADDRESS:

NUE URBAN CONCEPTS, LLC

NUE URBAN CONCEPTS, LLC

2000 PGA BLVD, SUITE 4440,

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
Rule 69L-6.012, F.A.C. REVISED 01/2023

FOLD HERE

IMPORTANT

Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt.

Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section

E02017727 QUESTIONS? (850) 413-1609

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.

NUE Urban Concepts, 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: Jonathan B. Paul

Title of Contractor's Authorized Representative: Principal

Signature of Contractor's Authorized Representative: Jonathan B. Paul, AICP

Digitally signed by Jonathan B. Paul, AICP
Date: 2026.04.20 09:24:52 -04'00'

Date: 4/20/26

Est. 07.15.2024

AGREEMENT FOR CONTINUING PROFESSIONAL PLANNING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 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 Traffic & Mobility Consultants, LLC (TMC) at 988 Woodcock Road Orlando, Florida 32803 (hereinafter Consultant) and each represents as follows:

WHEREAS, the CITY desires to retain the services of a competent and qualified consultant to provide professional services to support the City with on-going general planning services, market analysis services, transportation planning services, geographic Information Systems (GIS) mapping/ support and redevelopment activities necessary to guide the City transportation network, and other related tasks as may be assigned by the City; and

WHEREAS, CITY has requested and received interest for the retention of services of a consultant; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the CITY and desires to provide such professional services in accordance with the terms and conditions of this AGREEMENT.

WHEREAS, CITY advertised RFQ2026-006 Continuing Services for Professional Planning Consulting wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, Based on the competitive selection process the CITY has determined that Traffic & Mobility Consultants, LLC (TMC), is qualified to provide the services and desires to award the contract to CONSULTANT consistent with the terms, conditions and requirements of the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as follows:

Article 1. Consultant's Services.

1.1 CITY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. CONSULTANT shall also be bound by all requirements contained in the solicitation package and any addenda thereto.

1.2 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Scope of Services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various projects and tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

1.3 Conduct meetings with staff, the public, the City Commission and appointed boards as necessary to share information and present findings or recommendations.

1.4 Provide CITY staff with a monthly status report of progress, problems, issues, and/or findings associated with an invoice for active projects or task assignments.

1.5 Produce written reports and provide all work products and data developed for assigned projects or tasks to CITY OF KISSIMMEE staff in electronic format for the CITY'S use and public review, as requested.

1.6 Perform additional services relating to the implementation of the Comprehensive Plan, Community Redevelopment Agencies and Multimodal Transportation District as may be requested by the CITY OF KISSIMMEE.

Article 2. Term.

CONSULTANT shall complete assigned tasks as may be needed from time to time by the CITY within the next five (5) years.

Article 3. City's Responsibilities.

3.1 The CITY shall designate an employee authorized to act on the CITY'S behalf as the CONSULTANT'S contact, hereinafter "City Representative." The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services.

3.3 The CITY shall provide timely reviews of CONSULTANT'S draft work products,

ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

3.4 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

3.5 The CITY shall give prompt written notice to the CONSULTANT if the CITY determines to amend or add Engineering and Planning Services, which are to be completed by the CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 7 herein. All change orders shall be authorized in writing by CITY'S and CONSULTANT'S designated representatives.

Article 4. Ownership and Use Documents.

4.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights.

4.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for their production has been made to the CONSULTANT in accordance with the terms of this agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

Article 5. Termination.

5.1 TERMINATION FOR CAUSE: CITY may, with thirty (30) days written notice to CONSULTANT, terminate this contract for good cause shown before the termination date hereof. Following termination CONSULTANT may recover from the CITY payment for all work satisfactorily completed in accordance with this contract which may be due and owing at the time of such termination.

5.2 If the CITY terminates this contract due to a default by CONSULTANT in performance of any provision herein, or its failure to carry out the work in accordance with

the provisions of the contract documents, the CITY shall not be responsible for payment to CONSULTANT for any work in default or not completed in accordance with the provisions of the contract document.

5.3 CONSULTANT may, with 30 days written notice to the CITY and the CITY Representative, terminate this contract before the termination date hereof for good cause shown. On such termination, CONSULTANT may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

5.4 Prior to termination by default, CITY shall issue a written notice to CONSULTANT notifying of any default or deficiency in service that may be cause for termination. CONSULTANT shall have ten (10) days from receipt of such notice to demonstrate a cure for the deficiency to the CITY'S satisfaction.

5.5 TERMINATION WITHOUT CAUSE: Either the CITY or the CONSULTANT may terminate this agreement for convenience with sixty (60) days prior notice. Consultant may recover from the CITY for all work satisfactorily completed in accordance with this contract, including reimbursable expenses, which may be due and owing at the time of the termination date.

Article 6. Miscellaneous Provisions.

6.1 Venue. The CITY and CONSULTANT intend that the laws of the State of Florida shall govern this Agreement and their relationship. Venue for any action arising out of this Agreement shall lie in Osceola County. The parties agree to waive any right to trial by jury for any action arising out of this Agreement and to waive any right to recovery of attorney fees and costs, up to and including appellate costs.

6.2 Modifications / Waiver. All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations

or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

6.4 No Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

6.5 Conflict of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Permits and Licenses. Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

6.7 Headings. The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.

6.8 Joint Negotiations. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.9 Severability. If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT

exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

6.12 Representation on Authority of Parties and Signatories. Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this agreement, and that the obligations hereunder have been duly authorized.

6.13 Necessity of Writing for Waiver, Change, Modification or Termination. No waiver, change, modification or termination of any provision of this Agreement is effective unless made in writing.

6.14 Public Records. CONSULTANT, specifically acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

6.15 E-VERIFY. In accordance with, §448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the 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 C CONSULTANT enters into a contract with a sub-contractor performing work or providing services on its behalf, CONSULTANT 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.

CONSULTANT 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. CONSULTANT may be liable for all costs associated with CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

CONSULTANT, by virtue of acceptance of this Agreement certifies that:

a. CONSULTANT and its Sub-constractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
b. CONSULTANT and its Sub-constractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
c. CONSULTANT 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-constractor will provide CONSULTANT with an affidavit stating that Sub-CONSULTANT does not employ, contract with, or subcontract with unauthorized alien.
e. CONSULTANT must maintain a copy of such affidavit.
f. CITY may terminate this Contract on the good faith belief that CONSULTANT 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), CONSULTANT may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

h. CONSULTANT is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

6.16 Scrutinized Vendor List. By acceptance of this Agreement, CONSULTANT 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 CONSULTANT has submitted a false certification, CITY shall provide CONSULTANT with written notice of its determination. CONSULTANT 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 CONSULTANT does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONSULTANT. If a civil action is brought and the court determines that CONSULTANT has submitted a false certification, CONSULTANT 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, CONSULTANT 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 CONSULTANT submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

6.17 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.

6.18 Human Trafficking. CONSULTANT shall provide CITY with an affidavit signed by an officer or representative of CONSULTANT attesting, under penalty of perjury, that CONSULTANT does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

Article 7. Payments and Basis of Compensation

7.1 CITY shall pay CONSULTANT for planning services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time. Exhibit "B" may be modified no later than January 15th of each calendar year this contract is in force. The modified rate schedule shall be provided to the CITY's designate.

7.2 Payments on account of the CONSULTANT'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred.

7.3 Payments are due and payable within fifteen (15) days from the date the CONSULTANT'S invoice is approved for payment by the CITY. CONSULTANT will submit invoices monthly. CITY, upon notifying the CONSULTANT of special circumstances, may pay invoices no later than forty-five (45) days from approval of the respective invoice. Notwithstanding, in no instance shall payment be due in less than thirty (30) days.

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations.

7.5 Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and consultants as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including

mileage, air fare, and rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Direct Cost Expense shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Article 8. Notices.

8.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF KISSIMMEE	**CONSULTANT**
Development Services Department	Traffic & Mobility Consultants, LLC (TMC)
Attn: Craig Holland, AICP Director	Attn: Joedel Zaballero, PE, PTOE
City of Kissimmee Development Services Dept.	
101 Church Street	988 Woodcock Road
Kissimmee, Florida 34741	Orlando, Florida 32803

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, his agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

9.2 Minimum Scope and Limits of Insurance shall be as follows:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence

and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

9.3 All insurance, except Professional Liability and Workers' Compensation, shall include as Additional Insured and Certificate Holder the CITY. There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.

9.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:

9.5 The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFP number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's designate by January 15th of each year the contract is in force.

9.6 If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

9.7 The CONSULTANT agrees to hold harmless and indemnify the CITY from and against liability arising out of the CONSULTANT'S negligent performance of the Work. It is specifically understood and agreed that in no case shall the CONSULTANT be required to pay an amount disproportional to his culpability or any share of any amount levied to recognize more than actual economic damage.

9.8 Nothing in this Agreement is intended to serve as a waiver of the sovereign immunity

of the CITY.

9.9 The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY OF KISSIMMEE evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated herein, as of the date set below.

CITY OF KISSIMMEE:

_____
Mayor- Commissioner
Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

CONSULTANT:

_____
Signature

Joedel A. Zaballero
Printed Name

Title: Principal - Orlando

Date: 5/1/2026

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on this 1st day of May, 2026, by MaryAnn Busacca, they are personally known to me, or has produced their driver's license, or their _____ as identification, and did/did not take an oath.

_____
Notary Public, State of Florida

Seal
MARYANN BUSACCA
MY COMMISSION # HH 736197
EXPIRES: October 29, 2029

EXHIBIT "A"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
SCOPE OF SERVICES

The following potential work tasks may be assigned under this "continuing contract" as defined by Section 287.055(2)(g) Florida Statutes.

I. General Planning Services may be included but not limited to:
   a. Comprehensive Plan update / amendments;
   b. Land Use Planning Studies;
   c. Redevelopment / infill Plans;
   d. Activity center / corridor planning;
   e. Scenario planning and build out analysis;
   f. Demographic studies;
   g. Development of Regional Impact / Notice of Proposed Change (NOPC) / Substantial deviation;
   h. Strategic Planning and Evaluation;
   i. Historic Preservation planning;
   j. Land Development Code updates; and/or
   k. Other general planning consulting services as directed

II. Market Analysis may include but is not limited to:
   a. Barrier analysis to redevelopment and infill;
   b. Areas market study and analysis;
   c. Economic development;
   d. Demographics / socio-economic analysis;
   e. Economic assessment; and/or
   f. Viability for specific development types.

III. Transportation Planning Services may be included but not limited to:
   a. Performing and or reviewing individual traffic analysis for private development;
   b. Providing transportation modeling in conjunction with mobility fee development, alternative analysis and long range planning;
   c. Providing annual traffic counts and other counts for special studies
   d. Roadway conceptual analysis;
   e. Developing plans for bicycle, pedestrian and transit in support of the Transportation Element; and/or
   f. Performing periodic reports on Multimodal Transportation District and Vine Street.

IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

EXHIBIT "B"
CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES
HOURLY RATES

Compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed by CITY and CONSULTANT or an hourly rate further defined as follows:

Firm/Classification	Hourly Billing Rate
TMC/ Principal	$340.00
TMC/ Project Manager	$280.00
TMC/ Senior Engineer / Senior Planner Engineer II	$240.00
TMC/ Planner II Engineer I /	$190.00
TCM/ Planner I Designer /	$160.00
TMC/ Senior CADD	$150.00
TMC/ Analyst / CADD	$120.00
TMC/ Administrative / Technician	$100.00
ADT / Data Project Manager	$150.00
ADT/ Senior Data Technician	$100.00
ADT/ Data Technician	$70.00

EXHIBIT "C"
DOCUMENTATION EVIDENCING SATISFACTION OF ARTICLE 9
INSURANCE REQUIREMENTS

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant 811 Madison Ave. Toledo OH 43604 License#: 23894	CONTACT NAME: Micah Shelton PHONE (A/C, No, Ext): 407-215-2231 FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED Traffic & Mobility Consultants LLC 988 Woodcock Road Suite 200 Orlando FL 32803 TRAF&MO-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Casualty Insurance Co — 29424 INSURER B : Property & Casualty Ins Co of Hartford — 34690 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1423843405 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		21SBMBK2ENA	10/10/2025	10/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			21SBMBK2ENA	10/10/2025	10/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		21SBMBK2ENA	10/10/2025	10/10/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECAZ9L3L	10/10/2025	10/10/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			AEH591979864	10/10/2025	10/10/2026	Each Claim All Claims	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* The limit associated with the auto liability is included in the GL

Project: Columbia Avenue Complete Street
The City of Kissimmee and their owners, lessees, and consultants are endorsed as an Additional Insured on the Commercial General Liability and the Commercial Umbrella/Excess Liability policy.

CERTIFICATE HOLDER

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church street
Kissimmee FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R Hylant

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

Traffic & Mobility Consultants 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: Mohammed Abdallah

Title of Contractor's Authorized Representative: Founder, Chief Growth Offic

Signature of Contractor's Authorized Representative:

Date: 5/1/26

ITEM 7.F
Scope with NUE Urban Concepts for updates to the Mobility Study and Mobility Fee Ordinance

Request

Approval of the scope of work for updates to the Mobility Study and Mobility Fee Ordinance with NUE Urban Concepts (Contract #20260206).

Explanation

This request seeks approval of a $148,000 scope of work to update the Mobility Fee Ordinance and Mobility Study. The scope covers both phases of the project, with deliverables listed as tasks in the schedule on page 8. Details for each task are provided throughout the document. Phase I is expected to be completed by September 30, 2026, and the full project by June 30, 2027. The work will be performed by NUE Urban Concepts under continuing services Contract #20260206.

The City adopted a Mobility Fee Ordinance in October 2012, replacing Transportation Impact Fees. The current program divides the City into ten districts, and fees are grouped into three major categories: Roadway, Citywide, and Multimodal. The mobility study associated with the ordinance includes an extensive list of projects grouped by these categories. Fees are calculated using a formula that considers the mobility district, the costs to accomplish the projects within the mobility study, and the estimated trip generation rate (which varies by use and square footage). While this has worked in the past, the current system and project list would benefit from a re-review to update and streamline. As outlined in the scope, the ten districts will be reduced to a maximum of four.

This update also provides an opportunity to revisit the project list in the mobility study and revise it to reflect projects primarily within the City's Five-Year Capital Improvements Program (CIP). The project list will also include broader objectives, such as sidewalk construction, complete streets, and Vision Zero initiatives that the City can apply funds to. Post-adoption, this Ordinance will require a quinquennial update to review the project list and adjust it based on budget and anticipated costs.

The primary objective of this update is not to increase mobility fees, though some increases are likely. There have been no increases in mobility fees since the program's inception in 2012.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103 503131		Decrease	$148,000	$148,000

Financial Summary:

This is a $148,000 project to update the mobility fee study and mobility fee ordinance.

Recommendation

City of Kissimmee

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) Mobility Fee - Scope

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

2000 PGA Blvd, Suite 4440
Palm Beach Gardens, FL 33408
352-363-0614 (c) 833-682-8484 (o)
www.nueurbanconcepts.com
nueurbanconcepts@gmail.com

April 21st, 2026

Ashley Cornelison
Senior Planner
101 Church St
Kissimmee, FL 34741

RE: MOBILITY ACTION PLAN & MOBILITY FEE SCOPE FOR THE CITY OF KISSIMMEE

NUE Urban Concepts (NUC) **(Consultant)** is pleased to provide a scope of service for development of a mobility action plan and update of the mobility fee for the City of Kissimmee **(City)**. The mobility fee update will be based on action plan projects identified in a citywide mobility plan. The mobility action plan and mobility fee would replace the City's existing mobility fee system. The mobility action plan will set the framework for follow-on planning, engineering, and construction actions to be undertaken by the City. In recognition of cost and timing considerations, the mobility action plan will outline approximately fifteen (15) to twenty (20) programs for the transportation system within the City. These programs are intended to provide flexibility, enabling the City to identify and advance specific mobility projects as needs emerge.

In order to streamline the City's current system with multiple assessment areas, it will be necessary to prepare a finding of extraordinary circumstances. The findings is not necessarily intended to increase mobility fees above statutorily limits. The City's current system has numerous zones, several of which are significantly below the rates charged elsewhere in the City. Based on current statutes, these lower rates would govern the maximum allowed increases in areas of the City if the number of assessment areas are streamlined and reduced.

The net effect could be the City charging less than current rates in certain areas of the City, even though costs have increased exponentially since the fees were last updated. The finding of extraordinary circumstances would allow the City to streamline its current system and more equitably assess fees to fund mobility needs consistent with Florida Statute.

The establishment of mobility programs will require follow-on initiatives beyond the mobility plan and mobility fee to further define and design the corridors and programs and to develop administration, implementation, and funding steps for the mobility projects. In the interest of time and resources, the mobility action plan will consist of tables and maps incorporated into a joint "Mobility Action Plan and Mobility Fee Technical Report".

The City could then choose, through a separate scope, to subsequently include these tables and maps into the Comprehensive Plan (either in the capital improvements element or by reference) and further refine them annually as part of the Capital Improvements Program.

The final deliverables for the Mobility Action Plan & Mobility Fee will consist of **1) a Mobility Action Plan and Mobility Fee Technical Report**; **2)** an **Extraordinary Circumstances Study**; and **3)** a **Mobility Fee ordinance**.

The following scope of services is for a mobility action plan and mobility fee update for the City of Kissimmee. The scope of service identifies primary tasks and subtasks. The scope of service also includes a cost, and hours estimate per primary task as follows:

MOBILITY SCOPE OF SERVICE:

TASK 1: MOBILITY ACTION PLAN DEVELOPMENT

TASK 1.1 – DATA & PLAN REVIEW: The Consultant will review existing GIS and other available data and resources provided by the City including the Comprehensive Plan and Capital Improvements Program, the FDOT 5-Year Work Program, the MetroPlan Orlando Long Range Transportation Plan, the Downtown and Vine Street Master Plans, the Kissimmee Vision Zero Action Plan and other relevant plans identified by City staff. The review will identify funded and unfunded mobility projects proposed or planned within and adjacent to the City of Kissimmee

TASK 1.2 – DATA COLLECTION: The Consultant will collect and compile existing traffic characteristics data for functionally classified arterial and collector roads from the City, County, and FDOT into a traffic characteristics report. The data will include the number of travel lanes, AADT, functional classification, context classification, length of segment, speed limits, and LOS Standards.

TASK 1.3 – IDENTIFY MOBILITY ACTION PLAN PROJECTS: The Consultant will explore innovative solutions to providing a safe, connected, and integrated multimodal transportation system that moves people whether they are walking, bicycling, riding micromobility or driving a vehicle.

The Consultant will incorporate projects identified through Task 1.1. The Consultant will also identify up to twenty (20) unique mobility programs not currently identified through Task 1.1 (e.g., Construct up to 10 miles of sidewalks within the City). All projects/programs will be coordinated with City Staff.

The Consultant will develop GIS map(s) of identified mobility action plan projects/programs.

TASK 1.4 – MOBILITY ACTION PLAN PROJECT COST: The Consultant will prepare planning level cost estimates for the mobility action plan projects. The planning level cost for the proposed mobility action plan projects will be based on the most recent and localized data as required by Florida Statute. ***The City shall provide any current cost associated with mobility projects it has constructed, such as sidewalks or bike lanes. To the extent available any cost related items could include planning, design, right-of-way, inspection, landscape, streetscape, utility relocation, stormwater, and construction.***

TASK 1.5 – ESTABLISH MULTIMODAL CAPACITIES: The Consultant will calculate multimodal capacities for projects to be included in the mobility action plan. Multimodal capacities are necessary to ensure mobility projects are adequate to accommodate future travel demand and new development is not charged more than its fair share. The multimodal capacities will also be used in the mobility fee calculations. The multimodal capacities shall be calculated based on the latest FDOT Quality of Service Handbook, Highway Capacity Manual, Federal Highway Administration (FHWA) Shared Use Path Level of Service Report, and the Transit Capacity and Quality of Service Manual.

Deliverables: (1) Mobility Action Plan (list of projects) that includes project, description, planning level cost estimate, multimodal capacity, and time frames for prioritization (2035 or 2040 planning horizon). (2) Maps of the location of mobility action plan projects or programs, to the extent specific projects or areas are established.

TASK 2: MOBILITY FEE SCHEDULE OF USES

TASK 2.1 – LAND USE STREAMLINING: The Consultant will coordinate with the City to evaluate the streamlining of the current residential and non-residential land uses on the mobility fee schedule of uses. The update will reflect current and future development patterns, the future land use map, land development regulations, and land uses unique to the City. The alternative is to update the land uses based on the current mobility fee schedule of land uses. The trip generation rates will be based on the most recently adopted 12th edition of the ITE Trip Generation Manual and any local trip generation studies.

TASK 2.2 – NEW LAND USES AND UNITS OF MEASURE: To address housing affordability, the Consultant recommends transitioning from a fee per dwelling unit to a mobility fee based on the square footage of dwelling units. This provides a smaller mobility fee overall for smaller units and if there are tear downs and building larger units, allows for the capture of

additional impacts from larger homes. The Consultant will also introduce the concept of additive mobility fees for higher impact, non-residential land uses where mobility fees are based on the square footage of buildings and the impact of traffic generating elements such as drive-thru lanes and fueling positions.

TASK 2.3 – MOBILITY DISTRICT UPDATE: The Consultant will coordinate with the City to streamline the existing number of Mobility Districts from ten down to a maximum of four. The Consultant recommends a single uniform assessment area together with consideration of an affordable housing rate or local business land use category to address areas of the City where the City is seeking to encourage redevelopment or infill development.

TASK 2.4 – PROJECT FUTURE GROWTH: The Consultant will evaluate the latest Central Florida Regional Planning Model (CFRPM) to obtain base year and future year vehicle miles of travel (VMT) data. The calculated growth rate would then be used to project travel demand (aka VMT) out to either 2035 or 2040.

TAZ data from the Central Florida Regional Planning Model (CFRPM) will be used to obtain population and employment projections to demonstrate future growth and need as required to meet the first part of the dual rational nexus test. The VMT (aka travel demand) data will be used for planning and to calculate a mobility fee.

TASK 2.5 – EXISTING CONDITIONS EVALUATION: The Consultant will utilize collected traffic data to determine a preliminary existing conditions analysis for the network. The Consultant will also prepare an existing street quality of service analysis based on collected posted speed limit data. The results will be shared and discussed with the City. The Consultant will work with the City to determine the most appropriate metric to move forward with based on the results of the analysis and discussions.

TASK 2.6 – MEETINGS: The Consultant will hold monthly progress meetings with the City to evaluate project deliverables and status of tasks. Consultant will hold a kick-off meeting with the City to review data needs, project schedule, overall goals and answer questions related to project scope and development of a mobility action plan and mobility fee.

TASK 3: MOBILITY FEE

TASK 3.1 – PERSON MILES OF CAPACITY (PMC) RATE: The Consultant will conduct the necessary calculations to develop a legal and statutorily compliant mobility fee. These include development of a person travel factor, conducting backlog and new growth

evaluations, revenue adjustments, and calculation of the person miles of capacity rate to be used to calculate the mobility fee.

TASK 3.2 – PERSON TRAVEL DEMAND (PTD) FOR LAND USES: The Consultant will calculate a person travel demand (PTD) for each land use identified in the mobility fee schedule for travel within the City. The PTD will be based on factors such as, trip generation rates, adjusted for pass-by and internal capture, adjustments for limited access facilities, origin and destination, and person trips and trip lengths from the latest Household Travel Survey Data, adjusted for local conditions and City travel.

TASK 3.3 – CALCULATE THE MOBILITY FEE: The Consultant will develop a mobility fee schedule based on the data and analysis from prior tasks. The mobility fee schedule will include the applicable units of measure and the mobility fee rates to be assessed per land use and per mobility district. The Consultant generally recommends the calculation of a pre-determined mobility fee schedule with mobility fee rates calculated per land use and per assessment area. ***The City currently utilizes a case-by-case scenario for non-residential land uses via an on-line calculator. Prior to commencing with a mobility fee schedule, the Consultant will coordinate with the City regarding transition to a pre-determined mobility fee schedule or a variable fee calculation similar to the existing City model.***

TASK 3.4 – MOBILITY FEE PHASING: The Consultant will prepare a mobility fee phase-in schedule consistent with the requirements of Florida Statute. The percent increases may vary based on the number of mobility districts. To the extent fees do not exceed statutory limits, the consultant may also include an inflation factor as part of the phase-in schedule.

TASK 3.5 - MOBILITY PLAN & MOBILITY FEE TECHNICAL REPORT: A technical report will document the methodology and data used to develop the mobility action plan and the mobility fee. The technical report will provide the factual basis to demonstrate the mobility action plan and mobility fee meets legal and statutory requirements. The report will include an in-depth legal review and include definitions and future recommendations.

Deliverable: Mobility Plan & Mobility Fee Technical Report documenting the methodology used to develop the Mobility Fee Schedule.

TASK 4: MOBILITY FEE ORDINANCE

The Consultant will assist the City with either a new ordinance or an update of the existing mobility fee implementing ordinance to the extent the existing ordinance can be appropriately amended. The Consultant shall take the lead in update of the ordinance with

feedback from the City Commission and City legal counsel. The Mobility Fee Ordinance provides the legal basis to enact a mobility fee and allows the City to begin to assess new development for its multimodal travel impact. ***The Consultant will deliver a draft title block, whereas clauses, and the implementing ordinance. The City shall be responsible for placing the ordinance in final form with standard ordinances administrative, interpretation, and legal provisions. Hours for this task include revisions based on City legal counsel and Commission feedback.***

Deliverable: Updated Mobility Fee Ordinance.

TASK 5: EXTRAORDINARY CIRCUMSTANCES

The Consultant will prepare a finding of extraordinary circumstances and prepare a separate supporting study that will allow for the City to increase mobility fees beyond current statutory limitations and phasing thresholds of mobility fees. The primary intent of the extraordinary circumstances is not to maximize fees, but to allow for an appropriate transition from the current system to an updated mobility system and to not be constrained by the lowest current fees to the maximum extent permitted under statute. The extraordinary circumstances study requires at least two advertised public workshops to discuss the findings of the extraordinary circumstances study. The adoption of the findings requires a unanimous vote of the elected officials of the City. ***The Florida Legislature may amend the requirements for extraordinary circumstances which could result in additional time and cost. Prior to any additional analysis, the consultant will coordinate with the City.***

Deliverable: Extraordinary Circumstances Study.

TASK 6: MEETINGS, PUBLIC HEARINGS & WORKSHOPS

TASK 6.1 - PRESENTATIONS: The Consultant shall prepare presentations as required for meetings, hearings, and workshops. The Consultant shall provide all backup materials required for each presentation to the City including PowerPoint slides, exhibits, graphics, etc.

TASK 6.2 - CONFERENCE CALLS: The Consultant shall participate in monthly conference calls with the City to discuss project status and schedule.

TASK 6.3 – IN-PERSON MEETINGS: Consultant will participate in a maximum of six (6) in person meetings, with one (1) consultant team members consisting of some combination of:

staff meetings, public workshops, community outreach, hearings, and coordination with governmental and transportation partners. These meetings shall include:

- Commission Workshop
- Two (2) Public Workshops to include Extraordinary Circumstances
- Housing Board
- 1st Reading of Ordinance
- 2nd Reading and adoption of Ordinance

All outreach materials, advertisement, social media engagement, meeting locations, food and beverage, meeting set-ups, City agenda requirements and meeting logistics is the responsibility of the City.

Hours for meetings, hearings, and workshops shall be based on the time, including travel, allocated for preparation and participation in meetings. There will be a maximum number of hours allocated. If the City utilizes the allotment of hours, then the scope will require use of contingency reserves to address the need for additional hours.

Final Deliverables:

(1) Mobility Action Plan & Mobility Fee Technical Report
(2) Extraordinary Circumstances Study
(3) Mobility Fee Ordinance

All deliverables will be provided in an electronic format only. This includes GIS files, model files, word documents, worksheets and spread sheets, and any prepared graphics in their native image format. No hardcopy materials are included.

CALENDAR

Florida Statute requires that the Study be completed, and the fee adopted within one year from the date that the study commenced. A more detailed schedule has been provided below as a part of this scope. Task 1 and 2 are projected to be completed on or around September 30th, 2026. Please note, final deliverables may extend beyond this date to address City comments. Task 3, 4, 5, and 6 are projected to be completed on or around June 30th, 2027. Please note, final deliverables make extend beyond this date to address Public, City, and City Commission comments. Further, NUE Urban Concepts has no control related to agenda availability or scheduling of public hearings.

A more detailed schedule has been provided attached as a part of this scope.

Scope Cost: The cost per hour is based on an average rate of $200 per hour. The total number of projected hours is up to 740 and the total cost is not to exceed $148,000. Of that total, 80 hours and $16,000, is for meetings, hearings and public workshops, which is fairly typical for this type of service.

TASK #	TASK	HOURS	COST
PHASE 1			
1	MOBILITY ACTION PLAN DEVELOPMENT	125	$25,000
2	MOBILITY FEE SCHEDULE OF USES	225	$45,000
Phase 1 Total		350	$70,000
PHASE 2			
3	MOBILITY FEE	100	$20,000
4	MOBILITY FEE ORDINANCE	75	$15,000
5	EXTRAORDINARY CIRCUMSTANCES	85	$17,000
6	MEETINGS, HEARINGS & PUBLIC WORKSHOPS	80	$16,000
7	CONTINGENCY	50	$10,000
Phase 2 Total		390	$78,000
Total		740	$148,000

Thank you for your consideration of this first draft scope of services. Please let me know if have any questions.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal, NUE Urban Concepts

Jackie Espinosa
Mayor-Commissioner

CITY OF KISSIMMEE MOBILITY PLAN & MOBILITY FEE														
Task No.	Task Name	Duration (in months)	Month											
			Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Phase 1														
1	Mobility Action Plan Development	3												
2	Mobility Fee Schedule of Uses	3												
Phase 2														
3	Mobility Fee	5												
4	Mobility Fee Ordinance	5												
5	Extraordinary Circumstances	4												
6	Meetings, Hearings, & Public Workshops	9												
7	Contingency	12												
	Total Project Duration	12												

Note: Project has a target start date of July 1, 2026 and target end date of June 30th, 2027; Task 1 & 2 are projected to be completed on or around September 30th, 2026.

ITEM 7.G
2025 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs

Request

Requesting approval to accept the 2025 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs, totaling $24,215.37 (Grant #BVP26), and authorizing the Police Chief to sign all necessary agreements related to this grant.

Explanation

The City of Kissimmee has received notification from the Bureau of Justice Assistance regarding the allocation of funds under the Fiscal Year 2025 Patrick Leahy Bulletproof Vest Partnership solicitation. The total award amounting to $24,215.37 has been granted. These funds are designated to partially finance the procurement of bulletproof vests, as specified in the grant application. The additional funds required to complete the purchase of the remaining bulletproof vests will be sourced from the department's General Fund.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100331 331100 00130303 505257	BVP26 BVP26	Increase Increase	24,216 24,216	

Financial Summary:

Grant funds will be deposited in the above accounts.

Recommendation

Accept the FY2025 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs, and authorize the Police Chief to execute any agreements related to the grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. BVP Funding Award Notice - Application Summary

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, May 22, 2026 4:29 PM
To: Brandon Durango <brandon.durango@kissimmee.gov>
Subject: BJA FY 2025 BVP Funding Award Notice

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

BJA

NEWS from BJA

OFFICE OF JUSTICE PROGRAMS • BUREAU OF JUSTICE ASSISTANCE

Dear Applicant,

The Office of Justice Programs' Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the fiscal year (FY) 2025 Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP System. A complete list of FY 2025 BVP awards is available online here: https://bja.ojp.gov/funding/fy25-bvp-awards.pdf.

Important: Jurisdictions *must* be registered and include updated banking information in the System for Award Management (SAM) to receive reimbursement.

For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://sam.gov/content/help.

The FY 2025 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2025. The deadline to request payments from the FY 2025 award is August 31, 2027 or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, a written mandatory wear policy for uniformed patrol officers must have been in place at the time of application.

The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the BVP FAQs. Detailed instructions

on the process for requesting a waiver and the documentation required can be found in the Submitting Payment Requests in BVP User Guide.

Please contact the BVP Help Desk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the BVP website for additional information regarding the BVP Program.

Sincerely,

BVP Program Support Team
Bureau of Justice Assistance

You are receiving this email because you signed up for grants and funding information from the Office of Justice Programs. If you no longer wish to receive Funding News, you may update your Subscriber Preferences to remove your subscription.





This email was sent to brandon.durango@kissimmee.gov using GovDelivery Communications Cloud on behalf of Department of Justice Washington, DC

GOVDELIVERY

APPLICATION SUMMARY

Date Submitted to BVP: 11/24/25

Application Status: Approved by BVP

APPLICATION SUMMARY FOR FY 2025 REGULAR SOLICITATION

Applicant	Quantity	Total Cost	Date Submitted	Status
KISSIMMEE CITY	32	$52,480.00	11/24/25	Approved by BVP View Details
Grand Totals:	32	$52,480.00		

AWARD SUMMARY FOR FY 2025 REGULAR SOLICITATION

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$52,480.00	$24,215.37	05/14/26	Approved by BVP
Grand Totals:	$52,480.00	$24,215.37		

ITEM 7.H
Hill Street Sidewalk Project Change Order No. 1

Request

Approval of Change Order No. 1 to the contract with American Persian Engineering, Inc.(Contract # 20240056) in the amount of $75,666.60 to incorporate revisions identified by the Engineer of Record for the Hill Street Sidewalk Project, consisting of the construction of a six-foot-wide sidewalk along the south side of Hill Street connecting South Emory Street, Lincoln Street, and John Young Parkway.

Explanation

The Engineer of Record revised the project plans for the Hill Street Sidewalk Project to include installation of non-mountable Type F curb and related roadway modifications along the project corridor. These improvements are intended to prevent vehicles from encroaching onto the newly constructed sidewalk and to enhance pedestrian safety.

Change Order No. 1 includes all labor, materials, and associated construction costs necessary to complete the revised improvements.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345656-506393	GT2506	Decrease	$242,104.60	$75,666.60

Financial Summary:

Sufficient funds are available within the approved project budget to cover the additional construction costs associated with the revised improvements.

Recommendation

Approval of Change Order No. 1 to the contract with American Persian Engineering, Inc. in the amount of $75,666.60 for the revised improvements associated with the Hill Street Sidewalk Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) CO Hill St. Sidewalk

City of Kissimmee

2. Renewal Agreement with APEC LLC.

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
CHANGE ORDER FORM

Change Order#: 1	
CO Date:	
PO#: 25002126	

DATE: 3/16/2026

PROJECT: W. Hill Street Sidewalk — CONTRACT DATE: 11/7/2026

CONTRACTOR: A.P.E.C. LLC. — OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

Additional Materials & Resources

Concrete curb and gutter removal 646 LF @ $40 L.F., Removal exsiting concrete 19SY @ $25 SY
Regular excavation 147 CY @$50 CY, Concrete curb and gutter type "F" 477 LF @ $50 LF, Concrete sidewalk 4" 9 SY
$100 SY, Concrete Driveway 6" 57 SY @$120 SY,Sodding Bahia 895 SY @$30 SY,
Thermo plastic 12" crosswalk 74' Lf @ $18 LF, Net Change + $75,666.90

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE	$233,448.12
CURRENT CONTRACT PRICE ADJUSTED by previous CHANGE ORDER	$233,448.12
The CONTRACT PRICE due to this CHANGE ORDER will Increase/decrease by	$75,666.90
The new CONTRACT PRICE including this CHANGE ORDER will be	$309,115.02
ORIGINAL CONTRACT TIME	130 days
The new CONTRACT TIME due to this CHANGE ORDER will increase/decrease by	5 days
The new CONTRACT TIME including this CHANGE ORDER will be	135 days

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.

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.

Accepted By: _____ (Signature)

Title/Position: President

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: Kevin T. Malone Kevin Malone (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Professional Contractor Services Related to engineering services for the City of Kissimmee is made this 17th day of June 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC.**, located at 5401 S. Kirkman Road, #336, Orlando, FL 32819, hereinafter known as "CONTRACTOR." The CONTRACTOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2022-002 "Contract for Milling, Resurfacing and Minor Concrete Work" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and American Persian Engineering & Construction, LLC. entered into an Agreement for professional contractor services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 20, 2025; and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Article 4 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Article 19 ("Notices")** is hereby amended to update the names of the representatives for both the CITY and CONTRACTOR for purposes of providing notice. All notices required or permitted under the Agreement shall be directed to the updated representatives as set forth in this amendment.

Notice to CITY: Ashley Willis, PW&E Director
101 Church Street
Kissimmee, FL 34741

Notice to CONTRACTOR: Majid Fouladi, President
5401 S. Kirkman Rd., Ste. 336
Orlando, FL 32819

5. **Effective Date.** This First Renewal of the Agreement between **CITY** and **AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC** shall be effective upon full execution and shall extend the term of the Agreement through September 20, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC

By: M. Majid Fouladi

Title: President

Date: 06/04/24

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4th day of June, 2025, by means of ☑ physical presence or ☐ online notarization by Majid Fouladi as President for American Persian Engineering & Construction, LLC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Nandita A Persaud
Commission HH 446454
Expires 9/20/2027

Notary: Nandita Persaud
Print Name: NANDITA PERSAUD
My Commission Expires: 9/20/2027

CITY OF KISSIMMEE

By: Jackie Espinosa
Jackie Espinosa, Mayor-Commissioner

Date: June 17, 2025

ATTEST:

Tameara Crespo
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

And

American Persian Engineering & Construction, LLC

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and American Persian Engineering & Construction, LLC, whose business address is 5401 S. Kirkman Road #336. Orlando. FL 327819, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of 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. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.

3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **BOND**. Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of $10,000.00.

7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, 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 coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.

   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.

   D. **Umbrella Insurance**: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

8. **WORK ORDERS**. The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE**. If City wishes to terminate the Contractor 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 the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The 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 the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor 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 the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor 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 the 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 the City disputes satisfactory performance of services.

12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

18. **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.

19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Arman Pourmirza – President
5401 S. Kirkman Road #336
Orlando, Florida 32819

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

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

CONTRACTOR

By: _____

Title: President

Date: 6/9/22

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 9 day of June, 2022, by means of ☑ physical presence or ☐ online notarization, by Arman Pourmirza as President for APEC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Nandita Persaud
My Commission GG 908209
Expires 08/27/2023

Notary: Nandita Persaud

Print Name: Nandita Persaud

My Commission Expires: 08/27/2023

CITY OF KISSIMMEE

By: Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

Date: 6/21/2022

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

AMERPER-01 MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : The Ohio Casualty Insurance Company — 24074 INSURER C : Ace American Insurance Company — 22667 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE AGGREGATE Completed Ops	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS64648408	3/14/2022	3/14/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	General Aggregate	2,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Malinda Torres

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	COST
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	$22,962.00
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	No Bid
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	No Bid
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	No Bid
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	No Bid
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	No Bid
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	No Bid
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	No Bid
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	No Bid
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	$1,420.00
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	No Bid

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2,3&4 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

AP We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME American Persian Engineering and construction LC DBA APEC LLC
COMPANY ADDRESS 5401 S. Kirkman Rd #336,
Orlando, FL 32819

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/05/2022
(signature)

Arman Pourmirza/ President EMAIL: Arman@Apec2.com
(typed name/title of signer)

TELEPHONE NO.: (407)619 7888 FAX NO.: (___)_____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(print name) Arman Pourmirza/ President **being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:**

(print name of company) American Persian Engineering and construction LC DBA APEC LLC **MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.**

._____
Signature of Affiant

. Arman Pourmirza
Typed/Printed Name of Affiant

. 5401 s. Kirkman Rd #336

. Orlando, FL, 32819
Address of Affiant

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

Attachment C

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	$200.00
6	Inlet Protection System	26-50	EA	$50.00
7	Inlet Protection System	51-100+	EA	$50.00
8	Floating Turbidity Barrier	1-200	LF	$200.00
9	Floating Turbidity Barrier	201-500	LF	$150.00
10	Floating Turbidity Barrier	501-1000+	LF	$50.00
11	Staked Silt Fence	1-200	LF	$20.00
12	Staked Silt Fence	201-500	LF	$20.00
13	Staked Silt Fence	501+	LF	$5.00
14	Clearing and Grubbing	1	AC	$3,000.00
15	Curb and Gutter Removal	1-200	LF	$40.00
16	Curb and Gutter Removal	201-500	LF	$35.00
17	Curb and Gutter Removal	501+	LF	$30.00
18	Miscellaneous Concrete Removal	1-200	SY	$40.00
19	Existing Pipe Removal	1-200	LF	$35.00
20	Existing Pipe Removal	201-500	LF	$30.00
21	Existing Pipe Removal	501+	LF	$30.00
22	Removal of Existing Pavement	1-200	SY	$25.00
23	Removal of Existing Pavement	201-500	SY	$23.00
24	Removal of Existing Pavement	501+	SY	$20.00
25	Roadway Excavation	1-200	CY	$50.00
26	Roadway Excavation	201-500	CY	$30.00
27	Roadway Excavation	501+	CY	$30.00
28	Swale Grading	1-200	LF	$30.00
29	Swale Grading	201-500	LF	$25.00
30	Swale Grading	501+	LF	$20.00
31	Embankment (Truckload)	1-200	CY	$50.00
32	Embankment (Truckload)	201-500	CY	$45.00
33	Embankment (Truckload)	501+	CY	$40.00
34	Flowable Fill	1-9	CY	$400.00
35	Flowable Fill	10-18	CY	$350.00
36	Flowable Fill	19-27+	CY	$300.00
37	Asphaltic Base Course	1-200	TN	$400.00
38	Asphaltic Base Course	201-500	TN	$250.00

39	Asphaltic Base Course	501+	TN	$230.00
40	Optional Base Group 1	1-200	SY	$50.00
41	Optional Base Group 1	201-500	SY	$28.00
42	Optional Base Group 1	501-1000+	SY	$25.00
43	Optional Base Group 4	1-200	SY	$30.00
44	Optional Base Group 4	201-500	SY	$28.00
45	Optional Base Group 4	501-1000+	SY	$25.00
46	Optional Base Group 6	1-200	SY	$30.00
47	Optional Base Group 6	201-500	SY	$28.00
48	Optional Base Group 6	501-1000+	SY	$25.00
49	Optional Base Group 9	1-200	SY	$50.00
50	Optional Base Group 9	201-500	SY	$45.00
51	Optional Base Group 9	501-1000+	SY	$40.00
52	Optional Base Group 11	1-200	SY	$50.00
53	Optional Base Group 11	201-500	SY	$45.00
54	Optional Base Group 11	501-1000+	SY	$40.00
55	Milling (1")	1-200	SY	$20.00
56	Milling (1")	201-500	SY	$18.00
57	Milling (1")	501-1000+	SY	$15.00
58	Milling (1.5")	1-200	SY	$25.00
59	Milling (1.5")	201-500	SY	$23.00
60	Milling (1.5")	501-1000+	SY	$20.00
61	Milling (2")	1-200	SY	$25.00
62	Milling (2")	201-500	SY	$23.00
63	Milling (2")	501-1000+	SY	$20.00
64	Milling (3")	1-200	SY	$25.00
65	Milling (3")	201-500	SY	$23.00
66	Milling (3")	501-1000+	SY	$20.00
67	Milling (4")	1-200	SY	$25.00
68	Milling (4")	201-500	SY	$23.00
69	Milling (4")	501-1000+	SY	$20.00
70	Milling (5")	1-200	SY	$25.00
71	Milling (5")	201-500	SY	$23.00
72	Milling (5")	501-1000+	SY	$20.00
73	Milling (6")	1-200	SY	$25.00
74	Milling (6")	201-500	SY	$23.00
75	Milling (6")	501-1000+	SY	$20.00
76	Type III Asphaltic Concrete	1-200	TN	$450.00
77	Type III Asphaltic Concrete	201-500	TN	$425.00
78	Type III Asphaltic Concrete	501+	TN	$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	$150.00
91	18" RCP CD - CI	1-200	LF	$200.00
92	18" RCP CD - CI	201-500	LF	$160.00
93	18" RCP CD - CI	501+	LF	$140.00
94	Type "A" Curb	1-25	LF	$60.00
95	Type "A" Curb	26-50	LF	$55.00
96	Type "A" Curb	51-100+	LF	$50.00
97	Type "B" Curb	1-20	LF	$60.00
98	Type "B" Curb	26-50	LF	$55.00
99	Type "B" Curb	51-100+	LF	$50.00
100	Type "D" Curb	1-25	LF	$60.00
101	Type "D" Curb	26-50	LF	$55.00
102	Type "D" Curb	51-100+	LF	$50.00
103	Type "E" Curb	1-25	LF	$60.00
104	Type "E" Curb	26-50	LF	$55.00
105	Type "E" Curb	51-100+	LF	$50.00
106	Type "F" Curb	1-25	LF	$60.00
107	Type "F" Curb	26-50	LF	$55.00
108	Type "F" Curb	51-100+	LF	$50.00
109	Valley Gutter	1-25	LF	$70.00
110	Valley Gutter	26-50	LF	$65.00
111	Valley Gutter	51-100+	LF	$60.00
112	Traffic Separator - (4')	1-25	LF	$120.00
113	Traffic Separator - (4')	26-50	LF	$110.00
114	Traffic Separator - (4')	51-100+	LF	$100.00
115	Traffic Separator - (6')	1-25	LF	$130.00
116	Traffic Separator - (6')	26-50	LF	$120.00
117	Traffic Separator - (6')	51-100+	LF	$110.00
118	Traffic Separator - (width varies)	1-25	SY	$130.00
119	Traffic Separator - (width varies)	26-50	SY	$120.00
120	Traffic Separator - (width varies)	51-100+	SY	$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	$50.00
136	Sodding (Bahia)	1-200	SY	$40.00
137	Sodding (Bahia)	201-500	SY	$30.00
138	Sodding (Bahia)	501+	SY	$15.00
139	Sodding (Floratam)	1-200	SY	$40.00
140	Sodding (Floratam)	201-500	SY	$30.00
141	Sodding (Floratam)	501+	SY	$15.00
142	Loop Assembly, F&I - Type B	1	AS	$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	$300.00
144	Install Sign (single post)	6-15	EA	$250.00
145	Install Sign (single post)	16-30+	EA	$200.00
146	Install Sign (multi-post)	1-5	EA	$450.00
147	Install Sign (multi-post)	6-15	EA	$400.00
148	Install Sign (multi- post)	16-30+	EA	$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	$13.00
173	Directional Arrows (Paint)	1-10	EA	$200.00
174	Directional Arrows (Paint)	11-50	EA	$180.00
175	Directional Arrows (Paint)	51+	EA	$160.00
176	Pavement Messages (Paint)	1-10	EA	$200.00
177	Pavement Messages (Paint)	11-50	EA	$180.00
178	Pavement Messages (Paint)	51+	EA	$160.00

179	8" Solid Traffic Stripe (Paint)	1-200	LF	$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	$200.00
204	Preformed Symbol	1	EA	$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	$13.00
		TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE		$22,962.00

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE		No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE		No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE		No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	$240.00
S-44	Speed Hump W/ Curbing	101+	FT	$230.00
S-45	Speed Hump No Curbing	1-50	FT	$240.00
S-46	Speed Hump No Curbing	51-100	FT	$240.00
S-47	Speed Hump No Curbing	101+	FT	$230.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				$1,420.00
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____

AMERPER-01 MTORRES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : The Ohio Casualty Insurance Company — 24074 INSURER C : Ace American Insurance Company — 22667 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE AGGREGATE Completed Ops	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			XWS64648408	3/14/2022	3/14/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	General Aggregate	2,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Malinda Torres

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT "C"

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:
Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____ (Signature)

Approved By: _____ (Signature)

Title/Position: _____

Approved By: _____ (Signature)

Title/Position: _____

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

Harbour

AUDIT TRAIL

(S) First Amendment and Renewal Agreement – Asphalt Paving Systems, Inc. (1) (1)

FILE	First Amendment and Renewal Agreement – American Persian Engineering & Construction, LLC. (Contract #20240056__Jun-17-2025_completed.pdf (3.04 MB)
DOCUMENT REF ID	HBRREF-aca5cd166acc4f6aacd994916f799937
FILE VERIFICATION ID	DRiMifxcT6epnBfdBM8mfw== (md5hash base64)
STATUS	Completed (June 18th 2025 00:32:25 UTC)

DOCUMENT HISTORY

CREATED
Agreement Created by City Clerk's Office (tcrespo@intra.kissimmee.org)
Agreement Type: EMAILS
June 11th 2025 15:45:39 UTC

SIGNED
Agreement Signed by Jackie Espinosa
June 18th 2025 00:22:13 UTC
US FL • • •
Signer Email: jackie.espinosa@kissimmee.gov

SIGNED
Agreement Signed by Olga Sanchez de Fuentes
June 18th 2025 00:31:08 UTC
US OH • • •
Signer Email: olga.sanchezdefuentes@kissimmee.gov

SIGNED
Agreement Signed by Tameara Crespo
June 18th 2025 00:32:25 UTC
US FL • • •
Signer Email: tameara.crespo@kissimmee.gov

COMPLETED

ITEM 7.I
Internship Grant from Florida Airports Council (FAC)

Request

Requesting approval to accept an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport (Grant #AIRFAC26).

Explanation

The Florida Airports Council (FAC) is offering the City of Kissimmee an internship grant for the Kissimmee Gateway Airport. The full grant to the selected intern will be $5,000 ($4,000 from FAC, $1,000 from Airport funds). The City/Airport will be responsible for distributing the grant funds to the intern via the payroll process.

The purpose of FAC's program is to produce an intern with the skills necessary to work for an airport in an entry-level position. The intern will work a total of 40 hours per week for a maximum of 8 weeks in 2026 and produce a research project that will benefit the Airport. The Commission approved the application for the FAC grant at the meeting held on 05/19/2026.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170103 503131		Decrease	1,000	
47000337 337410		Increase	4,000	
46170101 501212		Increase	4,500	
46170101 502121		Increase	400	
46170101 502424		Increase	100	

Financial Summary:

The City's $1,000 match will be funded from the professional services account.

Recommendation

Approve and accept an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

City of Kissimmee

Attachment(s):

1. (S) FAC Internship Grant Agreement 2026

Darlene Roucoulet

From: Ramon Senorans
Sent: Thursday, May 21, 2026 8:13 PM
To: Darlene Roucoulet
Cc: Erika Garcia
Subject: FW: 2025-2026 Internship Application - Kissimmee
Attachments: FAC Grant Agreement 26-02.pdf

Darlene,

FAC Agreement attached for the Mayor.

Respectfully,

Ramon Senorans
(407) 518-2546

From: Danielle Spellman <dspellman@floridaairports.org>
Sent: Thursday, May 21, 2026 5:19 PM
To: Ramon Senorans <RAMON.SENORANS@kissimmee.gov>
Subject: Re: 2025-2026 Internship Application - Kissimmee

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

Hi Ramon,

Please see attached ***Internship Grant Agreement No. 26-02*** between the Florida Airports Council Education Foundation and Kissimmee Gateway Airport.

Once your review is complete, please facilitate the signature of this agreement and return it to us via email. We will sign and return one fully executed copy to you for your files. If you have any questions, feel free to contact our office at (850) 518-7788. Thank you for participating in the Internship Program.

DANIELLE SPELLMAN
Membership Engagement Manager
850-518-7788
dspellman@floridaairports.org
Tallahassee, Florida
www.floridaairports.org

From: Ramon Senorans <RAMON.SENORANS@kissimmee.gov>
Sent: Wednesday, May 20, 2026 3:32 PM

INTERNSHIP GRANT AGREEMENT
FOR
KISSIMMEE GATEWAY AIRPORT

NO. 26-02

This Internship Grant Agreement (Agreement) is entered between the Parties, consisting of **Florida Airports Council** (the Council) and **Kissimmee Gateway Airport** (Recipient).

Recitals

The Council awards Internship Grants to FAC Member Airports to help provide work experience for students interested in pursuing careers in Airport Management and to provide a talented workforce for Florida's airports. Grants are awarded to airports that demonstrate a willingness and desire to employ and supervise an intern.

To qualify for this grant, the intern must be attending, or recently *(within one year unless approved by the Council)* graduated from a college or university with an emphasis on Airport/Aviation Management, Operations, or a closely related field, and unrelated to any member of the airport management or governing body of the airport. Exceptions to this policy may be made, from time to time, at the discretion of the FAC Board of Directors. Selections are made on a non-discriminatory basis.

1. Duties of the Council

The Council agrees to provide matching grants to Recipient to employ an intern at Kissimmee Gateway Airport. The grant will be issued to Recipient and not directly to the intern. The intern is not an employee of the Florida Airports Council, and the Council is not responsible for supervision of the intern.

2. Duties of Recipient

The Recipient agrees that in addition to providing staff assistance for the airport, the purpose of the grant is to provide on-the-job experience for the intern. The Recipient is responsible for always providing direct supervision of the Intern.

The Recipient agrees to provide the following by **September 30, 2026**:

- Internship Paper: The Intern shall draft a final report at the end of the internship period, detailing the type of work assigned, work accomplished, what they learned from the experience and recommendations for future interns.

- Supervisor Report: The intern's immediate supervisor will provide a report describing the intention and work plan of the internship, the experience, any deviations from the work plan outlined in the Recipients original application and any lessons learned or pointers to others.

  (*Note: Work submitted may be used for advertising purposes.*)

- Financial Report: The airport will provide a financial report outlining the compensation paid during the intern's employ. The report shall include:
    - Intern Contact Information: Name address, phone, and email address
    - Educational Information: School attending, degree program, and level of education, e.g., freshman, sophomore, etc. *(If graduated, provide graduation date.)*
    - Financial Information: Start-date/end-date of the internship, Payroll related documentation generated from Recipient's payroll accounting software, to include hours worked per week, hourly rate of pay, total amount paid to intern, and percentage of time per airport type (C.S. or G.A.).

The Recipient will make every effort to select interns from one of FAC's Educational Member Institutions, when possible. These institutions are Embry-Riddle Aeronautical University, Everglades University, Florida Institute of Technology, Lynn University, Polk State College, and University of South Florida.

3. Distribution of Grant Funds

FAC's grant funds will be provided upon completion of the internship period and submittal of the three reports required in this Agreement. **Grant funds shall be disbursed as follows:**

- Commercial Service Airports – 50% airport / 50% Florida Airports Council up to $4,000
- General Aviation Airports – 20% airport / 80% Florida Airports Council up to $4,000

FAC's participation is based upon the total amount paid the intern.

FLORIDA AIRPORTS COUNCIL EDUCATION FOUNDATION	**RECIPIENT**
Tiffany Wilson King President & CEO	By
	Printed Name
Date	Title
	Date

ITEM 7.J
Award Professional Auditing Services for RFP2026-009

Request

Approval to award Contract #20260228 for RFP2026-009 to Purvis Gray Company for Professional Auditing Services.

Explanation

Section 218, Florida Statutes, requires the City to conduct an annual financial audit. On February 17th, 2026, the City Commission appointed members to an auditor selection committee to assist the City Commission in selecting an auditor to conduct the annual financial audit. A request for proposals was advertised by the Purchasing Division on April 5, 2026, with the Orlando Sentinel, Demand Star, and Vendor Link to solicit auditing services. Demand Star notified 336 vendors, and 11 vendors downloaded the bid package. Vendor Link had 29 vendors downloading the package after 969 vendors were notified. The proposals were opened on May 1, 2026, with seven qualified submittals from various firms. The auditor selection committee reviewed the submissions and is recommending Purvis Gray be awarded the professional auditing service contract.

The term of this Agreement shall be for three (3) years beginning with the fiscal year ending September 30, 2026, and continuing until the fiscal year ending September 30, 2028. The Parties have the option to extend this Agreement twice for two (2) twelve (12) month renewal terms.

Recommendation

Award RFP2026-009 to Purvis Gray for Professional Auditing Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. (S) 11368AEL26-28 City of Kissimmee
2. (S) Kissimmee Contract for Professional Auditing Services RFP 26-9 PGC - Signed

PURVIS GRAY

June 8, 2026

AUDIT ENGAGEMENT LETTER

Honorable Mayor and City Commission
c/o Tavia Ritchie, CPA, Finance Director
101 Church Street
Kissimmee, Florida 34741

We are pleased to confirm our understanding of the services we are to provide for the City of Kissimmee, Florida (the City) for the years ending September 30, 2026, 2027, and 2028, with optional extension renewals for the years ending September 30, 2029 and 2030, to be negotiated thereafter at the agreement of both parties.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ending September 30, 2026, 2027, and 2028, with optional extension renewals for the years ending September 30, 2029 and 2030.

We will also audit and issue a separate report for the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA-Vine Street) and the Kissimmee Downtown Community Redevelopment Agency (the CRA-Downtown). In addition, separate attestation reports pursuant to the American Institute of Certified Public Accountants (AICPA) Professional Standards AT-C Section 315 are to be issued regarding each CRA's compliance with Section 163.387(6) and (7), Florida Statutes, and the City's and each CRA's compliance with Section 218.415, Florida Statutes, in accordance with Chapter 10.550, *Rules of the Auditor General.*

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Required Pension and Other Postemployment Benefits Schedules and Disclosures
3) Major Funds Budgetary Comparison Statements

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1) Schedule of Expenditures of Federal Awards and State Projects (when applicable)
2) Combining and Individual Internal Service Funds and Non-Major Fund Statements and Schedules
3) Non-Major Fund Budgetary Comparison Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory Section
2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects that could have a direct and material effect on each major program and state project in accordance with the *Single Audit Act Amendments of 1996* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General.*

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, and will include tests of accounting records, a determination of major program(s)/projects(s) in accordance with Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk Associated with Improper Revenue Recognition
- Management Override of Controls

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General,* require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects

applicable to major programs/projects. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* and Chapter 10.550, *Rules of the Auditor General*, for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/projects. For federal programs and state projects that are included in the *Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs/projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General.*

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state projects, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state projects, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state projects, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state projects; federal award programs and state award projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, it is management's responsibility to evaluate and monitor non-compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects; take prompt action when instances of non-compliance are identified including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state projects (including notes and non-cash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. You agree to include our report on the schedule of expenditures of federal awards and state projects in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state projects. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state projects that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards and state projects in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (2) you believe the schedule of expenditures of federal awards and state projects, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state projects.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities

include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Examination Reports
An examination report will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Chapter 218.415, Florida Statutes, for the City and for the CRAs.
- Independent Accountant's Report on Compliance with Chapter 163.387(6) and (7), Florida Statutes, for the CRAs.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the report (as applicable) is free from material misstatement based on the applicable criteria; and (2) to express an opinion as to whether the subject matter is presented and/or the City complied, in all material respects, in accordance with the specified requirements.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the City's compliance with the specified requirements.

The examination reports are solely to comply with the specified requirements and are not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the subject matter is free from material misstatement and/or the City complied, based on the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention, unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with, and for compliance with, the specified requirements and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence. At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state projects, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Government Accountability Office or its designee for purposes of a quality review of the audit,

to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Helen Y. Painter, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately August 2026.

Our fees for our services will be as stated in our proposal for audit services:

	2025/26 Annual Audit	2026/27 Annual Audit	2027/28 Annual Audit
Annual Audit *	$ 70,000	$ 70,000	$ 72,500
Additional Major Federal Program	4,750	4,750	4,750
Additional State Project	4,750	4,750	4,750
(2) CRA Audits	12,000	12,000	12,500

*Assumes one Federal Single Audit and one State Project at a fee of $4,750 each.

Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. Items that will likely increase the agreed-upon fee include:

- Assistance with matters designated as management's responsibility, including preparation of schedules and closing entries.
- Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
- Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter, that have a significant impact on time requirements.

- Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance, refunding, or advance extinguishment, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, or going concern.
- Increases in federal or state funding, requiring Federal or State Single Audits and/or increases to the number of grants classified as major programs, that significantly increase the extent of testing.
- Follow up on allegations or discovery of: (1) non-compliance with laws, regulations, and policies; (2) fraud, waste, and abuse; or (3) significant deficiencies in internal control.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP

Helen Y. Painter, CPA
Partner

HYP/jlk

Response:

This letter correctly sets forth the understanding of the City of Kissimmee.

City Commissioner or Mayor

Signature: _____

Title: _____

Date: _____

Management

Signature: _____

Title: _____

Date: _____

AGREEMENT FOR
PROFESSIONAL AUDITING SERVICES
BETWEEN THE CITY OF KISSIMMEE
AND CONTRACTOR

THIS AGREEMENT is made this 9th day of June 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 *Insert contractor name*, *Insert description of entity (ex. a Florida Limited Liability Company)*, whose business address is *insert mailing address*, hereinafter "Contractor," collectively hereinafter referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, City is in need of *professional auditing services*, more particularly described in Paragraph 4, Scope of Services, and hereinafter collectively referred to as "Services" and individually referred to as "Service"; and

WHEREAS, City issued a solicitation, *RFP 2026-009*, (hereinafter "Solicitation"), which is attached hereto as Exhibit A, to identify a vendor or vendors to perform the Services; and

WHEREAS, upon a review of all submissions to the Solicitation, City has decided to enter this Agreement with Contractor to perform the Services; 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. **CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Solicitation, which is attached hereto as Exhibit A, the Contractor's Proposal (hereinafter "Proposal"), which is attached hereto as Exhibit B, Exhibit C, the Human Trafficking Affidavit, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit C, and Exhibit B, in that order.

3. **TERM.** The term of this Agreement shall be for three (3) years beginning with the fiscal year ending September 30, 2026 and continuing until the fiscal year ending September 30, 2028. The Parties have the option to extend this Agreement twice for two (2) twelve (12)

month renewal terms.

4. **SCOPE OF SERVICES.** Contractor agrees to perform the Services outlined in Exhibit A, the Solicitation.

5. **PRICING.**

   a. The City agrees to pay Contractor according to the pricing provided in Exhibit B, the Proposal, provided the Services are satisfactorily completed according to the terms of this Agreement. Such payment is consideration for performing the Services as described in Exhibit A, the Solicitation.
   b. Prices set forth in the Proposal shall remain fixed for the duration of this Agreement except as provided herein.
   c. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government-imposed surcharges paid by Contractor shall be stated separately on Contractor's invoice and borne by Contractor. In the event that City is prohibited by law from remitting payments to the Contractor unless City deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City shall duly withhold such taxes and shall remit the remaining net invoice amount to the Contractor. City shall not reimburse Contractor for the amount of such taxes withheld.
   d. Additional costs including such taxes, surcharges and delivery costs, except those described in the Proposal, will not be paid or reimbursed without City's prior written approval.

6. **PAYMENT.** Payment by the City shall be subject to approval and acceptance of Services by City. Notwithstanding the foregoing, City's payment shall not constitute acceptance. No payments shall be made in acceptance of Services not covered under this Agreement or under a Change Order nor for Services not acceptable to City. Upon review and approval of Contractor's invoice, which must contain sufficient detail to demonstrate compliance with the terms of this Agreement, and verification that Services have been rendered in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for Services until forty-five (45) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then Contractor shall be paid pro rata for all Services performed, materials purchased, and administrative costs incurred to the effective date of termination. Contractor agrees to invoice City no later than sixty (60) days after performance of Services. City will not be obligated to make payment against any invoices submitted after such period.

7. **SCHEDULING.** City shall have no obligation with respect to the purchase of Services

under this Agreement until such Services are specified in an issued Purchase Order. Contractor shall promptly perform Services as scheduled in Exhibits A or B or in writing or shall promptly notify City if unable to perform any scheduled Services and shall state the reasons. Contractor will provide City with seventy-two (72) hours written notice prior to beginning the Services under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather. City may place any portion of the Services on hold by notice which shall take effect immediately upon receipt. Services placed on hold will be rescheduled or canceled within a reasonable time. Contractor, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

8. **PROJECT MANAGERS.** The Contract Coordinator, as that term in defined in the Solicitation, for the City is:

Debbie Luke

Procurement Coordinator
(407) 518-*2214*
debbie.luke@Kissimmee.gov

Contractor shall provide a thoroughly competent Project Manager who shall be in charge of the provision of the Services and, unless otherwise permitted by the Solicitation, be present during performance of this Agreement. Contractor's Project Manager for this Agreement is:

Tavia Ritchie
Finance Director
407-518-2220
tavia.ritchie@kissimmee.gov

Either Party may amend this Section by sending an email to the other Party in accordance with the Notice Section below.

9. **INSURANCE.** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them must maintain in force, at their sole cost and expense,

at all times, insurance coverage as follows:

a. **Workers Compensation**: the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $300,000.00 for each accident. Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. Contractor will be responsible for the payment of all deductibles and self-insured retentions.

b. **General Liability**: with coverage limits of not less than *$2,000,000.00* each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, 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 or Business Automobile Liability**: with coverage limits of not less than *$1,000,000.00* per occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable.

d. **Professional Liability / Errors and Omissions Coverage**: If Contractor is to provide professional services under this Agreement, Contractor must provide City with evidence of Professional Liability insurance with, at a minimum of *$1,000,000.00* per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage must include all claims arising out of Contractor's operations or premises, any person directly or indirectly employed by Contractor, and Contractor's obligations under indemnification under this Agreement.

10. **NOTICE.** Whenever any Party desires or is required by law to give notice unto another Party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the Party for whom it is intended at the following addresses. Notice will be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

City of Kissimmee **Tavia Ritchie** **Finance Director** **101Church St Suite 400** **Kissimmee, FL 34741**	**Purvis, Gray and Company, LLP** **Helen Y. Painter, CPA** **Partner** **2347 SE 17th Street** **Ocala, Florida 34471**

(407) 518-2220 **tavia.ritchie@Kissimmee.gov**	**(352) 732-3872** **HelenP@purvisgray.com**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices.

11. **SUBCONTRACTORS.** This Agreement, or any portion thereof, must not be subcontracted without the prior written consent of City. 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 Services to be provided under this Agreement. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of commencing work on this Agreement. Contractor shall be responsible for and hold the City harmless for any and all payments to Contractor's vendors or subcontractors utilized in the performance of the Services. Nothing contained in this Agreement will be construed as establishing any contractual relationship between City and any subcontractor of Contractor. Contractor will be fully responsible to City for the acts and omissions of the Contractor's subcontractor(s) and their employees.

12. **NON-ASSIGNMENT.** Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City. City may cancel this Agreement for cause should Contractor attempt to make an unauthorized assignment of any right or obligation arising hereunder.

13. **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.

14. **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 the 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. There shall be no charges for termination of orders for Services.

15. **TERMINATION FOR CAUSE**. If City wishes to terminate this Agreement for cause due to the failure of Contractor to perform as required under this Agreement 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 this Agreement is terminated for cause, then 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 City.

    Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines any of the following circumstances occurred:

    a. Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification, insurance coverage, or compliance with laws.
    b. Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
    c. If the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

16. **CRIMINAL BACKGROUND CHECKS.** Contractor confirms that employees of Contractor performing work at the City's facilities have no record of criminal convictions involving drugs, assault, combative, or violent behavior, or theft within the last five (5) years. Contractor understands that such employees may be subject to criminal history investigations by City at City's expense and may be denied access to City's facilities if any

such criminal convictions are discovered.

17. **TAXES.** Contractor certifies that all state, federal, and local tax exemptions applicable to City will be applied.

18. **WAIVER:** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy 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.

19. **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.

20. **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.

21. **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.

22. **NON-EXCLUSIVITY.** The right to provide the Services granted under this Agreement, shall not be exclusive. City reserves the right to competitively bid any Services from another provider when it is in the best interest of City.

23. **RECORDS AND AUDITS**. 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. City reserves the right audit the records of Contractor to ensure compliance with this Agreement during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by the City. Contractor shall allow City to inspect, examine and review the records of Contractor in relation to this Agreement upon reasonable notice during normal business hours. Records relating to the performance of this Agreement shall be made available to City for audit. At City's option or upon Contractor's written demand, such audit will be performed by an independent third party at City's expense and selected by City. However, if the audit finds that Contractor has violated this Agreement in any

way, Contractor shall reimburse City for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit.

24. **CHANGES IN WORK ITEMS OR SCOPE.** Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions to the Services; these must be authorized by Change Orders. Upon receipt of a Change Order approved in writing by City, Contractor will proceed with the work involved. All such work must be performed according to the terms of this Agreement. All Change Orders must be approved by City in accordance with City 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. Additional work performed by Contractor without written authorization and signed Change Order will not entitle Contractor to additional payment or an extension of the term of the Agreement.

25. **GUARANTEES AND WARRANTIES.** Contractor represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in Contractor's trade or industry, and shall meet the descriptions and specifications of Services provided in Exhibit A, the Solicitation. Contractor must supervise Contractor's employees and agents performing this Agreement (hereinafter "Workers") to ensure that all Workers conduct themselves and perform the Service in a safe and professional manner. Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the Services provided pursuant to this Agreement.

26. **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.

27. **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.

28. **REMEDIES.** Notwithstanding any other provision of this Agreement, City and Contractor specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The Parties further agree that Contractor's failure to complete performance of the Services called for in this Agreement or on any project pursuant to this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, the Parties agree that, in addition to any other remedy to which the non-breaching Party may be entitled, at law or in equity, the non-breaching Party shall be entitled to an order of specific performance to compel performance of such obligations. City's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

    Contractor shall have no claim for damages or any claim, other than for an extension of time, against the City due to any delays in performance of this Agreement caused by City. Contractor will not be entitled to an increase in the payment of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs for acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance was avoidable or unavoidable; provided however, that this provision will not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. Otherwise, Contractor will be entitled only to extensions of the term of the Agreement as the sole and exclusive remedy for such resulting delay in accordance with and to the extent provided for herein.

29. **INDEMNIFICATION.** The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement.

Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, mask work, or other intellectual property right, arising out of the use or sale of Contractor's Services.

Contractor must, to the fullest extent permitted by law, indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees), which may hereafter incur, or that City becomes responsible for or pay out, as a result of death or personal injury (including bodily injury) to any person, property damage or destruction, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) Contractor's breach of any term or provision of this Agreement or (ii) any negligent or willful acts, errors, or omissions by Contractor, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

30. BID. This Agreement is awarded based on Contractor's Proposal responding to City's Solicitation. Contractor represents and warrants that all information and representations

contained in the Proposal are truthful to the best of Contractor's knowledge and belief and Contractor hereby restates and affirms all representations contained in the Proposal.

31. **TIME.** Time is of the essence in the performance of this Agreement.

32. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** City encourages and agrees to Contractor extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of Contractor.

33. **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 15 above. In the event of any default of City, except the payments required under the Agreement, Contractor may terminate this Agreement in accordance with the provisions of Paragraph 15 above. If the 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 the City disputes satisfactory performance of services.

34. **FORCE MAJURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, Contractor shall immediately notify City in writing and City may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Services at no cost to City.

35. **EXHIBITS**. Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

36. **NO THIRD PARTIES BENEFICIARIES**. Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

37. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**. Contractor shall comply with all national, state, and local laws and regulations governing the performance of Services in the course of this Agreement. Lack of knowledge by Contractor shall in no way be cause for relief from responsibility. Contractor represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable. Contractor represents and warrants that the Items supplied and Services

provided to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Contractor shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.

Contractor agrees to abide by all of City's rules and regulations while on City's premises or performing Services including, but not limited to, safety and health rules, and rules prohibiting misconduct on City's premises such as use of physical aggression against persons or property, harassment, and theft. Contractor will perform only those Services identified in this Agreement and will work only in areas designated for such Services.

38. **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.

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. **CLAUSES REQUIRED BY STATE OR FEDERAL LAW.**

    a. **PUBLIC RECORDS.** Contractor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Contractor shall keep and maintain public records required by City to perform the service.

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

i. If the City's Custodian of Records requests records from Contractor, Contractor 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 charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

ii. 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 Contractor does not transfer the records to City.

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

iv. Upon notice to Contractor of a request to inspect or copy public records relating to a City's contract for services, Contractor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

v. If Contractor does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by City.

vi. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

b. **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.

c. **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."

d. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

e. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to Contractor based on Contractor's social, political, or ideological interest.

f. **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.

g. **PUBLIC ENTITY CRIMES.** Contractor represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Contractor acknowledges the continuous duty to disclose to the City if Contractor or any of its affiliates are placed on the convicted vendor list.

h. **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.

i. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

j. **NON-DISCRIMINATION.** Contractor, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

    i. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and

ii. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon Contractor, its successors, transferees, and assignees, for the period during which Services are provided. Contractor further agrees to ensure that its independent contractors and subcontractors are not in violation of the terms of this provision.

k. **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 C for a sample human trafficking affidavit.

l. **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.

41. CONFIDENTIALITY. Contractor understands that City is a public entity subject to the public records laws of the State of Florida. Contractor shall identify specifically any

information contained in this Agreement or that City receives during the performance of this Agreement, which Contractor considers confidential or proprietary and which Contractor believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Contractor during the term of this Agreement detailing what provisions, if any, Contractor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. Contractor will upon the request of City, at City's discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Contractor's designation of material as confidential or exempt from public disclosure. Contractor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to Contractor's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

42. **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. In the event of non-appropriation of funds by the Kissimmee City Council for the Services provided under this Agreement, City will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, Contractor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and City shall not be obligated under this Agreement beyond the date of termination.

43. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment

Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided. Contractor agrees that it is a separate and independent enterprise from City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between Contractor and City and City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. All employees of Contractor shall be, at all times, employees of Contractor under its sole charge and responsibility, and not an employee or agent of City.

44. **SURVIVIAL.** The provisions of Paragraphs 2 (Contract Documents), 13 (Governing Law), 18 (Waiver) 19 (Headings and Captions), 21 (Severability), 23 (Records and Audits), 25 (Guarantees and Warranties), 28 (Remedies) 29 (Indemnification), 44 (Survival), and 46 (Entire Agreement) and, as applicable, Exhibit A, Solicitation, and Exhibit B, Proposal, all of which will survive any termination or expiration of this Agreement.

45. **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.

46. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding between City and Contractor with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations, either written or oral. Any additional or different terms in Contractor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

[SIGNATURES ON FOLLOWING PAGE.]

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

CONTRACTOR- Purvis, Gray and Company, LLP.

By: _____
Helen Y. Painter, CPA

Title: Partner

Date: June 9, 2026

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 9th day of June, 2026, by means of ☒ physical presence or ☐ online notarization, by *insert name of person who signed agreement for Contractor* as *insert name of position for person signing on behalf of Contractor* for *insert name of Contractor*, *Insert description of entity (ex. a Florida Limited Liability Company)*, who is personally known to me or has produced identification.

Notary Seal:

STEPHANIE D. MCCOY
MY COMMISSION #HH402266
EXPIRES: MAY 24, 2027
Bonded through 1st State Insurance

Notary: _____
Print Name: Stephanie D. McCoy
My Commission Expires: May 24, 2027

CITY OF KISSIMMEE

_____
Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

EXHIBIT A
SOLICITATION

* REQUEST FOR PROPOSAL *

The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:

Request for Proposal Number **RFP2026009 Professional Auditing Services**

All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, four (4) copies and (1) electronic copy on a Flash Drive.

To be considered proposals MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00 p.m., Friday, May 01, 2026.

All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 p.m., Friday, May 01, 2026.

All proposals must be according to specifications and conditions, and on the forms provided herein.

The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.

The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposers desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Financial Resources & Systems Manager

1.0 GENERAL REQUIREMENTS:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposal schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All proposals shall be submitted in a sealed envelope on the forms included with this solicitation with the proposer's name and address and proposal number plainly marked on the exterior of the envelope. Timely submission of a proposal is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST), which is the official timekeeper for the United States. Facsimile or telegraphed proposals will not be accepted.

1.3 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.4 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.5 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: quality of services offered; compliance with specifications; reputation of the proposer; and any other factors detailed in the proposal.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Coordinator. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.6 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for services within 30 calendar days. To be considered a proper invoice, it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery of services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.7 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued, the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.8 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
B. That the proposer has not divulged or discussed his offer with other proposers.
C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.9 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.10 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.11 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee, Finance Department, 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a proposal solicitation or award may be given by posting the proposal tabulation or recommended award at the location where the proposals were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY

Successful bidder must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, mask work, or other intellectual property right, arising out of the use or sale of Contractor's Services.

Successful bidder must, to the fullest extent permitted by law, indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees), which may hereafter incur, or that City becomes responsible for or pay out, as a result of death or personal injury (including bodily injury) to any person, property damage or destruction, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) Contractor's breach of any term or provision of this Agreement or (ii) any negligent or willful acts, errors, or omissions by Contractor, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement.

2.3 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to **procurement@kissimmee.gov** not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 Local Vendor Preference Policy is not applicable to this RFP since selection will not be based upon price.

2.6 A link to the proposal documents is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Purchasing tab. Notice of Award, Proposals currently available, and Tabulation sheets are available online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.7 FEES AND LICENSURE COST

This proposal requires the following fees/licensure: proof of a valid occupational license from the jurisdiction of the proposer's place of business.

2.8 INSURANCE PROVISIONS

The Successful Bidder shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, the Successful Bidder and/or any and all subcontractors or anyone directly or indirectly employed by either of them must maintain in force, at their sole cost and expense, at all times, insurance coverage as follows:

a. **Workers Compensation**: the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $300,000.00 for each accident. Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. Contractor will be responsible for the payment of all deductibles and self-insured retentions.

b. **General Liability**: with coverage limits of not less than *$2,000,000.00* each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, 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 or Business Automobile Liability**: with coverage limits of not less than *$1,000,000.00* per occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable.

d. **Professional Liability / Errors and Omissions Coverage**: If Contractor is to provide professional services under this Agreement, Contractor must provide City with evidence of Professional Liability insurance with, at a minimum of *$1,000,000.00* per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage must include all claims arising out of Contractor's operations or premises, any person directly or indirectly employed by Contractor, and Contractor's obligations under indemnification under this Agreement.

3.0 SPECIFICATIONS:

3.1 SECTION I CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

For the proposal to be considered, one (1) original **marked "ORIGINAL"**, four (4) copies and one (1) electronic copy on a flash drive of the proposal must be received by the City of Kissimmee no later than 2:00 p.m., Friday, May 01, 2026.

NOTE: Proposals will be opened on the same date as identified above.

The proposal opening will be conducted in a public meeting to begin at 2:30 p.m., Friday, May 01, 2026. Only the name of the proposers who submitted a response to this Request for Proposal will be read aloud. The location of the opening will be in the Allendale Conference Room at City Hall, 101 Church Street, Kissimmee, FL 34741.

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City; there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

Item #	SUBMITTALS	RFP Page #('s)	Proposer Response Included		
			YES	NO	N/A
1	Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals	6,7			
2	Proposer has provided One Original hard-copy Proposal (marked "**ORIGINAL**"), signed (blue ink), ***to include Separate Sealed Dollar-Cost Proposal***	7,18,19			
3	Proposer has provided four (4) hard-copies of their proposal (marked "**COPY**"), ***without the dollar-cost proposal***	7,18,19			
4	Proposer's submittal is organized in tabbed format as described in Section 5 of RFP	18 - 24			
5	Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com	26			

	and VendorLink.com for notification and retrieval)				
6	Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)	30			
7	Proposer has read, understood, and submitted all additional required documentation for proposal evaluation.	----			

Authorized Signature	Company
Printed Name & Title	Date

3.2 INTRODUCTION

The City of Kissimmee (hereinafter referred to as "City") is requesting sealed Proposals for Professional Auditing Services.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, RFP2026009 PROFESSIONAL AUDITING SERVICES. Proposer's name and return address should be clearly identified on the outside of the package.

Proposers shall submit five (5) complete sets with supporting documentation as follows:

A. One (1) original must be submitted in two (2) separate envelopes. Envelope #1 shall contain all **non-price factors** as identified under the heading CRITERIA on pages 20-21 (Title Page thru Tab 6). Envelope #2 shall contain a **separate sealed dollar-cost proposal** containing all pricing information and fee schedules as defined on pages 21-22 (Tab 7).

B. Four (4) hard copies of items contained in Envelope #1 described above (marked 'COPY") without dollar-cost proposal.

Each envelope will identify the RFP name and number, the name and address information of the submitting firm, and will be clearly marked as to envelope number one (1) OR envelope number two (2).

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addendums are available online at http://www.demandstar.com; http://www.myvendorlink.com or from the Purchasing Division. This link can be obtained through the City of Kissimmee Web Page http://www.kissimmee.gov, under the Finance Department, Current Bids/RFPs tab.

Proposals not submitted on the enclosed Proposal Form may be rejected, unless stated otherwise in the Proposal documents. If a Proposer wishes not to submit a Proposal, complete and return the Notice of "NO PROPOSAL RESPONSE" on Page 26.

For information concerning procedures for responding to this Request for Proposal (RFP), contact Debbie Luke, Procurement Coordinator Purchasing Division at 407-518-2214. Such contact is to be for clarification purposes only. Material changes, if any, to the Scope of Services, or proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the Purchasing Division, City of Kissimmee, 101 Church Street, Kissimmee, FL 34741 or via email to procurement@kissimmee.gov. Questions received less than seven (7) calendar days prior to the date for opening of the proposals will not be answered. Only questions answered by formal written addenda will be binding.

Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

3.3 STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Kissimmee.

A. ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL - If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Purchasing Division will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal. Addenda information will be posted online at http://www.demandstar.com or http://www.myvendorlink.com. These links can be obtained through the City of Kissimmee Web Page http://www.kissimmee.gov, under the Finance Department, Current Bids/RFPs tab. Proposers are responsible to check any of these locations for updates.

B. AWARD - Award will be made to the most responsible offeror whose Proposal is determined by the City, to be in the best interest of the City.

C. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION - The Notice of Committee Meetings/Presentations will be posted at least seventy-two (72) hours in advance of such meetings/presentations. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the City of Kissimmee's City Hall Lobby at 101 Church Street, Kissimmee, FL 34741 and at http://www.demandstar.com or http://www.myvendorlink.com A link to these sites is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Current Bids/RFPs tab.

D. CONFLICT OF INTEREST - The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws.

E. DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

F. DISCRMINATORY VENDOR LIST - An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

G. ECONOMY OF PREPARATION - The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the proposal.

H. INFORMALITIES - The City of Kissimmee reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

I. INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

J. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Kissimmee.

K. PROPOSAL ACKNOWLEDGE - By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

L. PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

M. PUBLIC RECORDS - Florida Law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

The proposals will be available for inspection during normal business hours in the Finance Department ten (10) days after the closing date, by appointment. A final tabulation of

proposals will be available after the committee makes a final recommendation for award. A copy of the completed tabulation will be available from the Purchasing Division and/or through http://www.demandstar.com or http://www.myvendorlink.com. A link to these websites is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Current Bids/RFPs tab.

N. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION - The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

O. REQUEST FOR MODIFICATION - The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

P. RESPONDENT/RECOMMENDATION OF AWARD INFORMATION - The Notice of Consideration for Award for Proposals is posted at least seventy-two (72) hours in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the City of Kissimmee's City Hall Lobby at 101 Church Street, Kissimmee, FL 34741 and at http://www.demandstar.com or http://www.myvendorlink.com. A link to these websites is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Current Bids/RFPs tab. Notice of Award, Proposals currently available, and Tabulation sheets are available online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the proposal response.

Q. TAX EXEMPTIONS - The City of Kissimmee is tax exempt. The City of Kissimmee's tax-exempt number is 85-8012621610C-8.

R. TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

S. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

4.0 BACKGROUND:

The purpose of this Request for Proposal (RFP) is to establish a Contract to provide Financial Auditing Services from qualified firms of licensed certified public accountants pursuant to Florida laws including Florida Statute 218.39 and the City's Charter to express an opinion on the fair presentation of its basic financial statements, combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles (GAAP) and the reporting requirements of the

Governmental Accounting Standards Board (GASB). The Auditor is required to audit the supporting schedules contained in the Annual Comprehensive Annual Financial Report (ACFR). The City intends to award a contract for a three (3) year term beginning with the fiscal year ending September 30, 2026, with the option for two (2) additional one (1) year renewals.

Proposals submitted will be evaluated by an audit selection committee. At the discretion of the selection committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

It is anticipated the selection of a firm will be completed by June 2026. Following the notification of the selected firm, it is expected a contract will be executed between both parties on or after July 2026.

A three-year contract for the audit of the City's financial statements is contemplated, subject to the satisfactory negotiation of terms (including a price acceptable to both the City of Kissimmee and the selected firm), the concurrence of the City Commission, the annual availability of an appropriation, and satisfactory performance of service.

5.0 NATURE OF SERVICES RENDERED:

Scope of Work to be Performed:

The City of Kissimmee requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting standards (GAAP) and reporting requirements of the Government Accounting Standards Board (GASB). All audits and services shall also be conducted in accordance with provisions in the Request for Proposal, applicable Federal and State of Florida laws, auditing standards, regulations and requirements, including GAAP, and the standards for financial audits set forth in the U.S. General Accountability Office's (GAO) Government Auditing Standards, Florida Statute Sections 218.39, 218.415, 10.550, 11.45, the Rules of the Auditor General for the State of Florida, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Guidance Audits of State and Local Governments and the provision of the Florida Single Audit Act, and other applicable federal, state, and local laws/regulations or professional guidance not specifically listed above, as well as other additional applicable requirements, which may be adopted in the future. Pricing includes all costs associated with auditing any new GASB pronouncements.

The Auditor must audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, which collectively comprise the City's basic financial statements. The Auditor is not required to audit the introductory section of the Annual Comprehensive Financial Report (ACFR), its Management's Discussion and Analysis, its required supplementary information, and the statistical section of the

ACFR. However, the auditor is to provide an “in-relation-to” report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The City expects to file the ACFR annually with the Government Finance Officers Association of the United States and Canada (GFOA) for review in the Certificate of Achievement for Excellence in Financial Reporting Program. The City has received this prestigious award for over twenty years. The auditor is anticipated to provide special assistance to the City of Kissimmee to meet the requirements of that program by providing technical advice to ensure certificate’s award. The auditor will also assist the City in complying with changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America.

Separate compliance audits shall be performed of the financial operations of the City’s two Community Redevelopment Agencies. These separate audits shall be included in the financial statements and be reviewed for compliance with Florida Statute 163.387.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The Auditor will also assist in the Financial Condition Assessment, including applying any changes to the Auditor General requirements.

The Auditor will assist the City in complying with changes in any reporting requirements to remain in conformity with GAAP.

The auditor may be requested to perform other auditing services at the discretion of the City. Any such additional work agreed to between the City of Kissimmee and the selected firm shall be performed only upon a written agreement and in accordance with provisions specified in the Request for Proposal.

Auditing Standards to be Followed:

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

A. Generally accepted auditing standards and audits of State and Local government units as set forth by the American Institute of Certified Public Accountants (AICPA).

B. The Standards set forth for financial audits under Government Auditing Standards issued by the Comptroller General of the United States.

C. The requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

D. The provisions of the Florida Single Audit Act (as amended).

E. Rules of the State of Florida Department of Financial Services Regulations.

F. Rules of the Auditor General for the State of Florida, for form and content of governmental unit audits.

G. The provisions of the Federal Single Audit Act (as Amended).

H. Section 215.97 and 218.39, Florida Statutes, and any other applicable Florida Statutes.

I. State of Florida Department of Banking and Finance Regulations.

J. Any other applicable federal, state, or local regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.

Any updates of, or amendments to, these described auditing standards or applicable laws are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the City in future fiscal years. Proposed fees must incorporate all required audit procedures relative to all regulations in effect and issued, as of the date of the closing of this Request for Proposals, to include all GASBs issued to date.

Reports to be Issued:

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

A. A report on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States (GAAP).

B. A report on internal control over financial reporting based and other matters based on an audit of financial statements performed in accordance with government auditing standards.

C. A report on compliance with applicable laws and regulations, as required by Government Auditing Standards.

D. A management letter as defined by Section 11.45(1)(h), Florida Statutes.

E. Reports required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as may be amended, to include, but not limited to:

   i. An "in relation to" opinion on the schedules of federal and state financial assistance.

   ii. A report on compliance on each major program and on internal control over compliance in accordance with the Uniform Guidance.

   iii. A schedule of expenditures of federal awards and notes to schedule of federal awards.

   iv. A schedule of findings and questioned costs.

   v. A schedule of prior audit findings.

vi. A report on compliance with requirements applicable to State Financial Assistance.

vii. Reports as may be required to comply with Florida Statutes, Sections 215.97, and 218.39.

F. Other required disclosures required by relevant Rules of the Auditor General.

G. Irregularities and Illegal Acts – auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of to the Director of Finance, the City Manager, and City Commission as appropriate.

H. In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

I. Reportable conditions that are also material weaknesses shall be identified as such in the report.

J. Non-reportable conditions and other matters discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

K. The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

L. Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

M. Coordinate with City staff in the production of an ACFR in compliance with GFOA guidelines (to the extent desired by City staff).

N. The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with GAAP no later than March 31, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

Special Considerations:

1. The City of Kissimmee will submit its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated

that the auditor will be required to provide assistance to the City of Kissimmee to meet the requirements of that program.

2. The City of Kissimmee will require the auditor's overall evaluation of the efficiency and adequacy of accounting procedures and assistance with the implementation of any new GASB statements.

3. The firm will be requested to grant permission to use the Auditor's Opinion in the Official Statement of any future bond issues. In addition, the auditor shall be required, if requested by the City, financial advisor and/or underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

Working Paper Retention and Access to Working Papers:

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Kissimmee of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City of Kissimmee, auditors of entities of which the City of Kissimmee is a subrecipient of grant funds and other federal or state agencies as necessary. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

5.1 DESCRIPTION OF THE GOVERNMENT

A. Reporting Entity:

The City's fiscal year is October 1, 2025 to September 30, 2026. Detailed information on the City and its finances can be found in the City's Annual Adopted Budget document, Annual Comprehensive Financial Report (ACFR), and Code of Ordinances available through the City Clerk's office and the Finance Department, located at the City of Kissimmee, City Hall or online at www.kissimmee.gov.

B. Names of Contact Persons:

The auditor's principal contact with the City of Kissimmee will be Tavia Ritchie - Finance Director.

C. Background Information:

The City of Kissimmee serves an area of more than 22 square miles with a population of 85,141 and has a total payroll of approximately $99 million covering 942 full and part-time employees. The total adopted budget for FY 25/26 is $310 million. The City provides a full range of municipal services, including general government, public safety, planning and zoning, public improvements, parks and recreation, sanitation, stormwater utility and a general aviation airport. The accounting and financial reporting functions of the City are centralized.

D. Fund Structure:

The City of Kissimmee uses the following fund types in its financial reporting:

Fund Type/Account Group	Number of Individual Funds
General Fund	1
Special Revenue Funds	23
Debt Service Funds	12
Capital Projects Funds	7
Enterprise Funds	3
Internal Service Funds	3
Pension Trust Fund	3

E. Budgetary Basis of Accounting:

The City of Kissimmee prepares its budgets on a basis consistent with generally accepted accounting principles.

F. Federal and State Financial Assistance:

During the fiscal year to be audited, the City of Kissimmee anticipates the following financial assistance:

Community Development Block Grant

Florida Department of Transportation – Highway Planning and Construction Cluster

U.S. Department of Justice – Justice Assistance Grants

U.S. Department of Justice – Victims of Crime Act

State Housing Initiatives Partnership Grants

U.S. Department of Transportation Airport Grants

Other Federal and State grants

G. Pension Plan:

The City of Kissimmee participates in two single-employer defined-benefit pension plans for its police officers and firefighters and one cost sharing defined-benefit pension plan for its general employees. The activities of the three Pension Plans are included in the City's ACFR.

H. Component Units:

The Kissimmee Downtown Community Redevelopment Agency (CRA) and Vine Street Community Redevelopment Agency are incremental tax districts created by City Ordinance pursuant to Florida Statutes 163.356. The City Commission appoints an advisory board to administer the activities of the CRAs. The Commission approves the

budget and provides funding. The City performs the accounting functions for the CRAs. The CRAs are presented as blended component units classified as special revenue funds.

I. Computer System:

The City's Financial application software is provided Tyler ERP – Powered by MUNIS.

J. Internal Auditor:

The City does not have an active internal audit function.

K. Magnitude of Finance Operations:

The Finance Department in FY 2026 consists of fifteen budgeted positions and includes Accounting, Procurement, and Payroll staff. The Finance Director will be the City's liaison for the audit and will be responsible for coordinating/providing all requested information to the auditors.

5.2 TIME REQUIREMENTS

A. Proposal Calendar

Advertisement for Request for Proposal	April 5, 2026
Deadline for Questions	April 14, 2026
Submission Deadline	May 1, 2026
Committee Rankings	May 8, 2026
Oral Presentations (if necessary)	Week ending May 15, 2026
Recommendation to Council	June 2, 2026
Contract Negotiations	Week of June 12, 2026
Start of Contract	July 15, 2026

B. Schedule for the 2026 City Audit

August 2026	Entrance conference with Finance Director and key Finance staff to discuss interim and year-end work to be performed.
August 2026	Interim Audit

January 2027	Fieldwork begins. Trial balance is provided.
February 2027	Fieldwork is completed. Results of preliminary review and potential adjustments to the trial balance are communicated.
February 2027	ACFR draft is completed and submitted to auditor for review.
March 2027	Exit conference with Finance Director, Assistant Director and City Manager to summarize results and review significant findings.
March 2027	Presentation to Commission covering significant matters of the financial operations and on any material findings reported in the management letter.

*****THESE DATES MAY BE ADJUSTED BY MUTUAL AGREEMENT*****

C. Assistance to be Provided to the Auditor and Report Preparation:

The auditor shall provide a list of schedules to be prepared by the City. The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City of Kissimmee. In addition, clerical support will be made available to the auditor for the preparation of routine letters and memoranda.

The auditor will be provided with reasonable workspace, desks and chairs. The auditor will also be provided with access to local telephone lines, photocopying facilities and computer.

The auditor is encouraged to recommend the most effective methodology for conducting the City's audit. The City is receptive to the audit being conducted onsite, remotely, or through a hybrid approach.

5.3 PROPOSAL REQUIREMENTS

A. General Requirements:

Proposals must be received in the office of the Purchasing Division no later than 2:00 p.m. Friday, May 1, 2026

For the proposal to be considered, proposers shall submit five (5) complete sets with supporting documentation as follows:

1. One (1) original must be submitted in two (2) separate envelopes. Envelope #1 shall contain all **non-price factors** as identified under the heading CRITERIA on page 21 (Tab 6). Envelope #2 shall contain a **separate sealed dollar-cost proposal** containing all pricing information and fee schedules as defined on page 21-22 (Tab 7).

2. Five (5) hard copies of items contained in Envelope #1 described above (marked 'COPY") without dollar-cost proposal.

Each envelope will identify the RFP name and number, the name and address information of the submitting firm, and will be clearly marked as to envelope number one (1) OR envelope number two (2).

1. Inquiries concerning the request for proposals must be made to Procurement at, 101 Church Street, Kissimmee, FL 34741 or email procurement@kissimmee.gov

2. If it becomes necessary to revise or amend any part of this Request for Proposal, the revision will be furnished by written Addendum to all prospective proposers who are registered with the Procurement Coordinator as having been sent a Request for Proposal.

B. Technical Proposal:

1. General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Kissimmee in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

   The technical proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals and should address only items 2 through 6 below. These items represent the criteria against which the proposal will be evaluated. Additional material not directly related to this request should not be included or should be presented in an appendix.

2. License to Practice in Florida - An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida.

3. Firm Qualifications and Experience - The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the

office from which the work on the engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and part-time basis.

The firm is also required to submit a copy of the report of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

Please include the responses pertaining to external quality control review and state desk review in an appendix.

4. Partner, Supervisory and Staff Qualifications and Experience - The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida.

   The firm should provide an affirmative statement that the auditor in charge of the engagement meets the educational requirements under Florida Statutes, Chapter 11.45.

   The firm should provide information on the government auditing experience of each person, including information on relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

   Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. However, the City retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

5. Similar Engagements with Other Government Entities - For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

6. Specific Audit Approach - The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform

the services required in Section II of this request for proposals.

Proposers will be required to provide the following information on their audit approach:

A. Proposed segmentation of the engagement.
B. Sample size and the extent to which statistical sampling is to be used in the engagement.
C. Type and extent of analytical procedures to be used in the engagement.
D. Approach to be taken in considering risk and materiality to determine extent of testing.
E. Approach to be taken in determining laws and regulations that will be subject to audit test work.
F. Approach to be taken in drawing audit samples for purposes of tests of compliance.
G. Method for review of internal controls
H. Benchmarks to be used for evaluating financial condition.

C. Fee Schedule:

1. Total All-Inclusive Maximum Price - The proposal should include a **separate sealed dollar-cost proposal** containing all pricing information relative to performing the audit engagement for FY 25/26 for the City and each of the following two years as described in this request for proposals (use proposal forms on page 27). The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

2. Rates by Partner, Specialist, Supervisory and Staff Level Hours Anticipated for Each - The sealed dollar cost proposal should include a schedule of professional fees and expenses that support the total all-inclusive maximum price. The cost of special services should be disclosed as a separate component of the total all-inclusive maximum price (use proposal form on page 25).

3. Rates for Additional Professional Services - If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Kissimmee and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.

4. Manner of Payment - Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim

billings shall cover a period of not less than a calendar month. Payment of the final billing will be made after delivery of the final report and presentation to the City Commission.

5.4 EVALUATION PROCEDURE

A. Evaluation

1. All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

2. Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluation of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

3. An objective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

4. The Proposer's response will be scored by Committee members in accordance with the following scale:

   0 = Unsatisfactory: Not responsive to the requirement.
   1 = Below Minimum Standards: Responsive to the requirement but below standards.
   2 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
   3 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
   4 = Exceeds Expectations: for effectiveness and responsiveness t0 the requirement.

   NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of ***4*** times weighted value of ***10*** = Maximum of ***40-Points)***.

5. Proposers submitting the required criteria will have their proposals evaluated by the evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Consideration will then be given for the cost proposed. Weights for cost will not be assigned by the evaluation committee.

6. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

B. Criteria

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

1. Tab 1 - Transmittal Letter (Non-scored)

   Transmittal letter stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The Transmittal letter shall have an original signature (signed in blue ink) of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

2. Tab 2 – Complete Check List of Submittal Requirements (pages 5-6) (Non-scored)

3. Tab 3 – Mandatory Elements (Non-scored)

   Firms meeting the following mandatory criteria will have their proposals evaluated and scored for technical qualifications.

   A. The audit firm is independent and licensed to practice in Florida.

   B. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.

   C. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

   D. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

4. Tab 4 – Summary of Qualifications (maximum 4 X 8.75 = maximum 35 points)

   Provide a brief discussion about firm's expertise and experience specifically addressing the following points:

   A. The firm's past experience and performance on comparable government engagements.

B. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
C. The firm's past experience and performance with Single Audits and tests of compliance with laws and regulations.
D. Ability to perform additional services and provide technical support throughout the period of the engagement.

If the firm is currently, or has previously provided services for the City of Kissimmee, please provide an itemized list of these projects to include contact person, length of time service was provided and value of contract.

5. Tab 5 – Technical Response (maximum 4 X 8.75 = maximum 35 points)

   Firm's business plan to meet the technical requirements of the Request for Proposal shall be included in this section. Information provided should include how the offeror can perform the contract within the time specified. Audit approach should discuss the following:

   A. Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel.
   B. Adequacy of audit work plan and sampling technique.
   C. Adequacy of analytical and substantive procedures.
   D. Adequacy of study and evaluation of internal accounting and administrative controls.

   Any deviations from scope of work requirements will be discussed in this section.

6. Tab 6 – Additional Required Proposal Submittal Forms (Non-scored)

   Include a DRAFT Letter of Engagement for the City and an Identical Tie Proposal Sheet (if applicable)

7. Tab 7 - Proposed Cost (30 points)

   All costs associated with delivering the requested services shall be detailed in the format requested on pages 23 through 25.
   The cost proposal should be **included with the ORIGINAL proposal documents only and contained in a separate sealed envelope marked Envelope #2.** Proposed cost will include all direct and indirect costs and all out-of-pocket expenses.

   The selection committee will rank the proposals based on qualifications and technical criteria and select no fewer than three firms. If fewer than three firms respond to the Request for Proposal, the committee shall recommend such firms as it deems to be the most highly qualified. The reviewers will then consider the price bid of the most qualified candidates.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

5.5 SELECTION PROCESS

A. Selection:

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews.

B. Formal Oral Presentations/Interviews (If Requested):

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The City's Finance Department will establish the schedule and proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

C. Final Ranking and Recommendation for Award

After clarification is completed, the Committee will re-score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City. The City will rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its final recommendation to the City Commission. The City Commission's decision will be final.

PROPOSAL FORM

RFP2026009 PROFESSIONAL AUDITING SERVICES
SHEET 1 OF 3

The undersign hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned no later than 2:00 p.m., Friday, May 01, 2026, does hereby submit a response to the proposal and warrants that:

a. She/He is an officer of the organization.

b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.

c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No. _____, Dated _____ Addendum No._____, Dated _____

Addendum No. _____, Dated _____ Addendum No._____, Dated _____

Authorized Signature	Date
Printed Name & Title	Address
Company Name	City, State, Zip

PROPOSAL FORM

RFP2026009, PROFESSIONAL AUDITING SERVICES
DOLLAR COST PROPOSAL
SHEET 2 OF 3

Item #	DESCRIPTION		ANNUAL FEE
1	2025/26 Annual City Audit		$
	TOTAL FIRST YEAR		$

Item #	DESCRIPTION		ANNUAL FEE
1	2026/27 Annual City Audit		$
	TOTAL SECOND YEAR		$

Item #	DESCRIPTION		ANNUAL FEE
1	2027/28 Annual City Audit		$
	TOTAL THIRD YEAR		$

	GRAND TOTAL – ALL YEARS		$

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____We do not take exception to Specifications.
(initial)
_____We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED. VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSAL TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

_____ _____
Company Name Date

PROPOSAL FORM

RFP2026009, PROFESSIONAL AUDITING SERVICES
DOLLAR COST PROPOSAL
SHEET 3 OF 3

STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

PLEASE ATTACH ITEMIZED PRICING SCHEDULE FOR ANY ADDITIONAL COSTS OR SPECIAL SERVICE EXPENSES PROPOSED.

Authorized Signature	Address
Printed Name & Title	City, State, Zip Code
Company	Telephone Number
Date	Fax Number
Email Address	Cell Phone Number

NOTICE

RFP2026009

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____
Phone Number: (___)_____
Fax Number: (___)_____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____
_____
_____
_____

_____
Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

AGREEMENT FOR
PROFESSIONAL AUDITING SERVICES
BETWEEN THE CITY OF KISSIMMEE
AND CONTRACTOR

THIS AGREEMENT is made this _____ day of _____ 20__ by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and *Insert contractor name*, *Insert description of entity (ex. a Florida Limited Liability Company)*, whose business address is *insert mailing address*, hereinafter "Contractor," collectively hereinafter referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, City is in need of *professional auditing services*, more particularly described in Paragraph 4, Scope of Services, and hereinafter collectively referred to as "Services" and individually referred to as "Service"; and

WHEREAS, City issued a solicitation, *RFP 2026-009*, (hereinafter "Solicitation"), which is attached hereto as Exhibit A, to identify a vendor or vendors to perform the Services; and

WHEREAS, upon a review of all submissions to the Solicitation, City has decided to enter this Agreement with Contractor to perform the Services; 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. **CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Solicitation, which is attached hereto as Exhibit A, the Contractor's Proposal (hereinafter "Proposal"), which is attached hereto as Exhibit B, Exhibit C, the Human Trafficking Affidavit, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit C, and Exhibit B, in that order.

3. **TERM.** The term of this Agreement shall be for three (3) years beginning with the fiscal year ending September 30, 2026 and continuing until the fiscal year ending September 30, 2028. The Parties have the option to extend this Agreement twice for two (2) twelve (12)

SAMPLE

month renewal terms.

4. **SCOPE OF SERVICES.** Contractor agrees to perform the Services outlined in Exhibit A, the Solicitation.

5. **PRICING.**

   a. The City agrees to pay Contractor according to the pricing provided in Exhibit B, the Proposal, provided the Services are satisfactorily completed according to the terms of this Agreement. Such payment is consideration for performing the Services as described in Exhibit A, the Solicitation.
   b. Prices set forth in the Proposal shall remain fixed for the duration of this Agreement except as provided herein.
   c. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government-imposed surcharges paid by Contractor shall be stated separately on Contractor's invoice and borne by Contractor. In the event that City is prohibited by law from remitting payments to the Contractor unless City deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City shall duly withhold such taxes and shall remit the remaining net invoice amount to the Contractor. City shall not reimburse Contractor for the amount of such taxes withheld.
   d. Additional costs including such taxes, surcharges and delivery costs, except those described in the Proposal, will not be paid or reimbursed without City's prior written approval.

6. **PAYMENT.** Payment by the City shall be subject to approval and acceptance of Services by City. Notwithstanding the foregoing, City's payment shall not constitute acceptance**.** No payments shall be made in acceptance of Services not covered under this Agreement or under a Change Order nor for Services not acceptable to City. Upon review and approval of Contractor's invoice, which must contain sufficient detail to demonstrate compliance with the terms of this Agreement, and verification that Services have been rendered in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for Services until forty-five (45) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then Contractor shall be paid pro rata for all Services performed, materials purchased, and administrative costs incurred to the effective date of termination. Contractor agrees to invoice City no later than sixty (60) days after performance of Services. City will not be obligated to make payment against any invoices submitted after such period.

7. **SCHEDULING.** City shall have no obligation with respect to the purchase of Services

SAMPLE

under this Agreement until such Services are specified in an issued Purchase Order. Contractor shall promptly perform Services as scheduled in Exhibits A or B or in writing or shall promptly notify City if unable to perform any scheduled Services and shall state the reasons. Contractor will provide City with seventy-two (72) hours written notice prior to beginning the Services under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather. City may place any portion of the Services on hold by notice which shall take effect immediately upon receipt. Services placed on hold will be rescheduled or canceled within a reasonable time. Contractor, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

8. **PROJECT MANAGERS.** The Contract Coordinator, as that term in defined in the Solicitation, for the City is:

Insert employee's name
Insert employee's job title
(407) 518-_____
*InsertFirstName.InsertLastName@*Kissimmee.gov

Contractor shall provide a thoroughly competent Project Manager who shall be in charge of the provision of the Services and, unless otherwise permitted by the Solicitation, be present during performance of this Agreement. Contractor's Project Manager for this Agreement is:

Insert name of Contractor's project manager
Insert job title
Insert phone number
Insert email

Either Party may amend this Section by sending an email to the other Party in accordance with the Notice Section below.

9. **INSURANCE.** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them must maintain in force, at their sole cost and expense,

SAMPLE

at all times, insurance coverage as follows:

a. **Workers Compensation**: the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $300,000.00 for each accident. Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. Contractor will be responsible for the payment of all deductibles and self-insured retentions.

b. **General Liability**: with coverage limits of not less than *$2,000,000.00* each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, 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 or Business Automobile Liability**: with coverage limits of not less than *$1,000,000.00* per occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable.

d. **Professional Liability / Errors and Omissions Coverage**: If Contractor is to provide professional services under this Agreement, Contractor must provide City with evidence of Professional Liability insurance with, at a minimum of *$1,000,000.00* per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage must include all claims arising out of Contractor's operations or premises, any person directly or indirectly employed by Contractor, and Contractor's obligations under indemnification under this Agreement.

10. NOTICE. Whenever any Party desires or is required by law to give notice unto another Party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the Party for whom it is intended at the following addresses. Notice will be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

City of Kissimmee **Insert name** **Insert title** **Insert Street Address** **Kissimmee, FL 34741**	**Contractor** **Insert name** **Insert title** **Insert mailing address** **Insert phone number**

SAMPLE

(407) 518-____ **FirstName.LastName@Kissimmee.gov**	**Insert email address**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices.

11. **SUBCONTRACTORS.** This Agreement, or any portion thereof, must not be subcontracted without the prior written consent of City. 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 Services to be provided under this Agreement. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of commencing work on this Agreement. Contractor shall be responsible for and hold the City harmless for any and all payments to Contractor's vendors or subcontractors utilized in the performance of the Services. Nothing contained in this Agreement will be construed as establishing any contractual relationship between City and any subcontractor of Contractor. Contractor will be fully responsible to City for the acts and omissions of the Contractor's subcontractor(s) and their employees.

12. **NON-ASSIGNMENT.** Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City. City may cancel this Agreement for cause should Contractor attempt to make an unauthorized assignment of any right or obligation arising hereunder.

13. **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.

14. **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 the City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor

SAMPLE

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. There shall be no charges for termination of orders for Services.

15. **TERMINATION FOR CAUSE**. If City wishes to terminate this Agreement for cause due to the failure of Contractor to perform as required under this Agreement 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 this Agreement is terminated for cause, then 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 City.

    Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines any of the following circumstances occurred:

    a. Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification, insurance coverage, or compliance with laws.
    b. Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor’s bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
    c. If the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

16. **CRIMINAL BACKGROUND CHECKS.** Contractor confirms that employees of Contractor performing work at the City's facilities have no record of criminal convictions involving drugs, assault, combative, or violent behavior, or theft within the last five (5) years. Contractor understands that such employees may be subject to criminal history investigations by City at City's expense and may be denied access to City's facilities if any

SAMPLE

such criminal convictions are discovered.

17. **TAXES.** Contractor certifies that all state, federal, and local tax exemptions applicable to City will be applied.

18. **WAIVER:** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy 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.

19. **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.

20. **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.

21. **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.

22. **NON-EXCLUSIVITY.** The right to provide the Services granted under this Agreement, shall not be exclusive. City reserves the right to competitively bid any Services from another provider when it is in the best interest of City.

23. **RECORDS AND AUDITS**. 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. City reserves the right audit the records of Contractor to ensure compliance with this Agreement during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by the City. Contractor shall allow City to inspect, examine and review the records of Contractor in relation to this Agreement upon reasonable notice during normal business hours. Records relating to the performance of this Agreement shall be made available to City for audit. At City's option or upon Contractor's written demand, such audit will be performed by an independent third party at City's expense and selected by City. However, if the audit finds that Contractor has violated this Agreement in any

SAMPLE

way, Contractor shall reimburse City for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit.

24. **CHANGES IN WORK ITEMS OR SCOPE.** Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions to the Services; these must be authorized by Change Orders. Upon receipt of a Change Order approved in writing by City, Contractor will proceed with the work involved. All such work must be performed according to the terms of this Agreement. All Change Orders must be approved by City in accordance with City 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. Additional work performed by Contractor without written authorization and signed Change Order will not entitle Contractor to additional payment or an extension of the term of the Agreement.

25. **GUARANTEES AND WARRANTIES.** Contractor represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in Contractor's trade or industry, and shall meet the descriptions and specifications of Services provided in Exhibit A, the Solicitation. Contractor must supervise Contractor's employees and agents performing this Agreement (hereinafter "Workers") to ensure that all Workers conduct themselves and perform the Service in a safe and professional manner. Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the Services provided pursuant to this Agreement.

26. **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.

SAMPLE

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.

27. 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.

28. REMEDIES. Notwithstanding any other provision of this Agreement, City and Contractor specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The Parties further agree that Contractor's failure to complete performance of the Services called for in this Agreement or on any project pursuant to this Agreement, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, the Parties agree that, in addition to any other remedy to which the non-breaching Party may be entitled, at law or in equity, the non-breaching Party shall be entitled to an order of specific performance to compel performance of such obligations. City's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

Contractor shall have no claim for damages or any claim, other than for an extension of time, against the City due to any delays in performance of this Agreement caused by City. Contractor will not be entitled to an increase in the payment of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs for acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance was avoidable or unavoidable; provided however, that this provision will not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. Otherwise, Contractor will be entitled only to extensions of the term of the Agreement as the sole and exclusive remedy for such resulting delay in accordance with and to the extent provided for herein.

29. INDEMNIFICATION. The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement.

SAMPLE

Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, mask work, or other intellectual property right, arising out of the use or sale of Contractor's Services.

Contractor must, to the fullest extent permitted by law, indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees), which may hereafter incur, or that City becomes responsible for or pay out, as a result of death or personal injury (including bodily injury) to any person, property damage or destruction, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) Contractor's breach of any term or provision of this Agreement or (ii) any negligent or willful acts, errors, or omissions by Contractor, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

30. BID. This Agreement is awarded based on Contractor's Proposal responding to City's Solicitation. Contractor represents and warrants that all information and representations

SAMPLE

contained in the Proposal are truthful to the best of Contractor's knowledge and belief and Contractor hereby restates and affirms all representations contained in the Proposal.

31. **TIME.** Time is of the essence in the performance of this Agreement.

32. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** City encourages and agrees to Contractor extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of Contractor.

33. **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 15 above. In the event of any default of City, except the payments required under the Agreement, Contractor may terminate this Agreement in accordance with the provisions of Paragraph 15 above. If the 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 the City disputes satisfactory performance of services.

34. **FORCE MAJURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, Contractor shall immediately notify City in writing and City may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Services at no cost to City.

35. **EXHIBITS**. Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

36. **NO THIRD PARTIES BENEFICIARIES**. Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

37. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**. Contractor shall comply with all national, state, and local laws and regulations governing the performance of Services in the course of this Agreement. Lack of knowledge by Contractor shall in no way be cause for relief from responsibility. Contractor represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable. Contractor represents and warrants that the Items supplied and Services

SAMPLE

provided to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Contractor shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.

Contractor agrees to abide by all of City's rules and regulations while on City's premises or performing Services including, but not limited to, safety and health rules, and rules prohibiting misconduct on City's premises such as use of physical aggression against persons or property, harassment, and theft. Contractor will perform only those Services identified in this Agreement and will work only in areas designated for such Services.

38. 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.

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. CLAUSES REQUIRED BY STATE OR FEDERAL LAW.

a. **PUBLIC RECORDS.** Contractor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Contractor shall keep and maintain public records required by City to perform the service.

SAMPLE

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

i. If the City's Custodian of Records requests records from Contractor, Contractor 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 charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

ii. 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 Contractor does not transfer the records to City.

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

iv. Upon notice to Contractor of a request to inspect or copy public records relating to a City's contract for services, Contractor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

v. If Contractor does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by City.

vi. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

SAMPLE

b. **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.

c. **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."

d. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

e. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to Contractor based on Contractor's social, political, or ideological interest.

f. **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.

g. **PUBLIC ENTITY CRIMES.** Contractor represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Contractor acknowledges the continuous duty to disclose to the City if Contractor or any of its affiliates are placed on the convicted vendor list.

SAMPLE

h. **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.

i. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

j. **NON-DISCRIMINATION.** Contractor, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

    i. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and

SAMPLE

ii. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon Contractor, its successors, transferees, and assignees, for the period during which Services are provided. Contractor further agrees to ensure that its independent contractors and subcontractors are not in violation of the terms of this provision.

k. **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 C for a sample human trafficking affidavit.

l. **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.

41. CONFIDENTIALITY. Contractor understands that City is a public entity subject to the public records laws of the State of Florida. Contractor shall identify specifically any

SAMPLE

information contained in this Agreement or that City receives during the performance of this Agreement, which Contractor considers confidential or proprietary and which Contractor believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Contractor during the term of this Agreement detailing what provisions, if any, Contractor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. Contractor will upon the request of City, at City's discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Contractor's designation of material as confidential or exempt from public disclosure. Contractor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to Contractor's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

42. **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. In the event of non-appropriation of funds by the Kissimmee City Council for the Services provided under this Agreement, City will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, Contractor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and City shall not be obligated under this Agreement beyond the date of termination.

43. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment

SAMPLE

Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided. Contractor agrees that it is a separate and independent enterprise from City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between Contractor and City and City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. All employees of Contractor shall be, at all times, employees of Contractor under its sole charge and responsibility, and not an employee or agent of City.

44. **SURVIVIAL.** The provisions of Paragraphs 2 (Contract Documents), 13 (Governing Law), 18 (Waiver) 19 (Headings and Captions), 21 (Severability), 23 (Records and Audits), 25 (Guarantees and Warranties), 28 (Remedies) 29 (Indemnification), 44 (Survival), and 46 (Entire Agreement) and, as applicable, Exhibit A, Solicitation, and Exhibit B, Proposal, all of which will survive any termination or expiration of this Agreement.

45. **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.

46. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding between City and Contractor with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations, either written or oral. Any additional or different terms in Contractor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

[SIGNATURES ON FOLLOWING PAGE.]

SAMPLE

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

CONTRACTOR- _____.

By:_____

Title: _____

Date:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by means of ☐ physical presence or ☐ online notarization, by *insert name of person who signed agreement for Contractor* as *insert name of position for person signing on behalf of Contractor* for *insert name of Contractor*, *Insert description of entity (ex. a Florida Limited Liability Company)*, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

CITY OF KISSIMMEE

_____
Insert Title of Signee (for example, Mayor)

Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

SAMPLE

EXHIBIT A
SOLICITATION

SAMPLE

EXHIBIT B
PROPOSAL

SAMPLE

EXHIBIT C
HUMAN TRAFFICKING AFFIDAVIT

SAMPLE

EXHIBIT B
PROPOSAL

ORIGINAL

PURVIS GRAY

CERTIFIED PUBLIC ACCOUNTANTS

CITY OF KISSIMMEE, FLORIDA

Request For Proposal

RFP 2026009

PROPOSED COST



CONTACT

Helen Y. Painter, CPA
Audit Partner

(352) 732.3872
hpainter@purvisgray.com

Purvis, Gray and Company, LLP
Certified Public Accountants

2347 SE 17th Street
Ocala, Florida 34471

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa

purvisgray.com

PROPOSAL FORM

RFP2026009, PROFESSIONAL AUDITING SERVICES
DOLLAR COST PROPOSAL
SHEET 2 OF 3

Item #	DESCRIPTION		ANNUAL FEE
1	2025/26 Annual City Audit		$ 70,000 *
	(2) CRA Audits		12,000
	TOTAL FIRST YEAR		$ 82,000

Item #	DESCRIPTION		ANNUAL FEE
1	2026/27 Annual City Audit		$ 70,000 *
	(2) CRA Audits		12,000
	TOTAL SECOND YEAR		$ 82,000

Item #	DESCRIPTION		ANNUAL FEE
1	2027/28 Annual City Audit		$ 72,500 *
	(2) CRA Audits		12,500
	TOTAL THIRD YEAR		$ 85,000

	GRAND TOTAL – ALL YEARS		$ 249,000

* Assumes one Federal Single Audit and one State Project at a fee of $4,750 each.

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

HJ? _____We do not take exception to Specifications.
(initial)

_____We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED. VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSAL TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

Purvis, Gray and Company, LLP
Company Name

4/27/2026
Date

PROPOSAL FORM

RFP2026009, PROFESSIONAL AUDITING SERVICES
DOLLAR COST PROPOSAL
SHEET 3 OF 3

STANDARD HOURLY RATE SCHEDULE

POSITION	HOURLY RATE
Partner	$350.00
Director	$300.00
Supervisor	$200.00
Senior	$185.00
Staff	$150.00
Other	$110.00

THE ABOVE RATES INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

PLEASE ATTACH ITEMIZED PRICING SCHEDULE FOR ANY ADDITIONAL COSTS OR SPECIAL SERVICE EXPENSES PROPOSED.

Helen Y. Painter
Authorized Signature

Helen Y. Painter, CPA, Partner
Printed Name & Title

Purvis, Gray and Company, LLP
Company

4/27/2026
Date

hpainter@purvisgray.com
Email Address

2347 SE 17th Street
Address

Ocala, Florida 34471
City, State, Zip Code

352.732.3872
Telephone Number

352.732.0542
Fax Number

352.895.7583
Cell Phone Number

EXHIBIT C
HUMAN TRAFFICKING AFFIDAVIT

ITEM 8.A
DKCRA – Holiday Lighting RFP Award

Request

Requesting approval of the Downtown Kissimmee CRA Board bid award for RFP2026010 to We Hang Christmas Lights FL.

Explanation

The Downtown Kissimmee Community Redevelopment Agency (DKCRA) and City of Kissimmee sought the services of a licensed, qualified, and experienced holiday lighting and decorations contractor to provide holiday lighting and decorations throughout the Downtown Kissimmee CRA Area for the 2026 holiday season. Vendors were requested to provide both a standard decoration proposal and an enhanced proposal that included additional lighting and decorative elements for the Broadway corridor and the Kissimmee Lakefront Park area.

A total of nine bids were submitted in response to the solicitation. The proposals were reviewed and evaluated by a selection committee based on the criteria established in the RFP2026010. Following its evaluation, the selection committee identified We Hang Christmas Lights FL as the highest-ranked proposer. The committee's recommendation was based on the firm's demonstrated experience and successful track record providing large-scale holiday lighting displays, the competitiveness of its pricing relative to the scope of services offered, and the overall quality of their proposed lighting products and designs. The committee determined that the firm's qualifications and proposals best met the City's and DKCRA's objectives for creating an attractive, high-quality holiday experience in Downtown Kissimmee.

Based on the selection committee's recommendation, DKCRA and City of Kissimmee staff recommend awarding RFP2026010 to We Hang Christmas Lights FL and selecting Proposal Option 2 for the enhanced holiday lighting display.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622203-503434		Decrease	$50,000	$50,000
10622203-504444		Decrease	$20,000	$12,766.75
00150663-504444		Decrease	$10,000	$10,000
101401103-503434		Decrease	$15,000	$15,000

Financial Summary:

The total cost of the agreement is $87,766.75 and will be split between Downtown Kissimmee CRA ($62,766.75), City of Kissimmee-Parks and Recreation ($10,000), and City of Kissimmee-Development Services ($15,000).

Recommendation

City of Kissimmee

Approval and award of RFP2026010 to We Hang Christmas Lights FL.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Benjamin Burnett

Attachment(s):
1. (S) RFP 2026010 Holiday Lights Agreement DKCRA and Iconic Group w exhibits

AGREEMENT FOR HOLIDAY LIGHTING BETWEEN
THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
AND
THE ICONIC GROUP LLC dba WE HANG CHRISTMAS LIGHTS

THIS AGREEMENT is made this ____ day of ___ 2026, by and between the, a Florida municipal corporation, the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district of the State of Florida, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter collectively known as the "CITY," and **THE ICONIC GROUP LLC dba WE HANG CHRISTMAS LIGHTS** located at 4280 Church Street Suite 1556, Sanford, FL 32771, hereinafter known as "Vendor," collectively hereinafter referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, the CITY seeks the services of a licensed, qualified and experienced holiday lighting and decorations vendor to provide holiday lighting and decorations in select locations within Downtown Kissimmee Community Redevelopment ("DKCRA") area for the 2026 holiday season; and

WHEREAS, the CITY seeks a vendor who can provide creative ideas and concepts that will create a holiday destination in the DKCRA area for residents and visitors alike; and

WHEREAS, the CITY issued a solicitation, RFP 2026-010, hereinafter "Solicitation," which is attached hereto as **Exhibit "A,"** to identify a vendor that can perform the services requested; and

WHEREAS, upon a review of all submissions, Vendor satisfied all the specifications and requirements of the Solicitation, and was selected by the CITY to perform the services; 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. **TERM.** The Agreement shall be in effect for a two (2) years term from the date of execution. The CITY, at its option, may renew this Agreement for three (3) additional, one-year renewal periods.

3. **SCOPE OF WORK.** Vendor agrees to perform the Scope of Work outlined in **Exhibit "A,"** the Solicitation. This shall include the provision of holiday lighting and decorations in specific locations within the DKCRA area for the 2026 holiday season.

4. **PAYMENT.** The CITY agrees to pay Vendor for "Proposal Option 2" for good and services as set forth in **Exhibit "B,"** hereinafter referred to the "Proposal." Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity with this Agreement, the CITY shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or

charges for services until forty-five (45) days from the CITY's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

5. **INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the DKCRA or the City of Kissimmee, its officers, employees, agents, independent Vendors for any injury or damage to the person, property, or business of Vendor, its agents, employees, sub-Vendors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any DKCRA properties whether such damage is caused by the DKCRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the DKCRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

   Vendor agrees to indemnify and hold harmless the DKCRA and the City of Kissimmee, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof, to the extent caused by Vendor's negligent performance of the Agreement or any breach or default of Vendor.

6. **INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CITY of required insurance policies naming CITY as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, Vendor and/or any and all sub-Vendors or anyone directly or indirectly employed by either of them must maintain in force, Vendor at their sole cost and expense, at all times, insurance coverage as follows:

   a. **Workers Compensation**: the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $300,000.00 for each accident. Vendor's Worker's Compensation carrier will provide a Waiver of Subrogation to the CITY. Vendor will be responsible for the payment of all deductibles and self-insured retentions.

   b. **General Liability**: with coverage limits of not less than $1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, 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 or Business Automobile Liability**: with coverage limits of not less than $1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for owned, hired, and non-owned vehicles and/or equipment as applicable.

   d. **Umbrella Liability**: Vendor will provide an umbrella with coverage limits of not less than

$1,000,000.00.

7. **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:

   a. Notices sent to the CITY shall be addressed as follows:

   DKCRA Manager
   City of Kissimmee
   101 Church Street
   Kissimmee, Florida 34741

   b. Notices sent to the Vendor shall be addressed as follows:

8. **SUBCONTRACTORS.** This Agreement, or any portion thereof, must not be subcontracted without the prior written consent of CITY. 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 Vendor from the responsibility to CITY for the proper completion of all Services to be provided under this Agreement. If applicable, Vendor shall be required to furnish to the CITY, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of commencing work on this Agreement. Vendor shall be responsible for and hold the CITY harmless for any and all payments to Vendor's vendors or subcontractors utilized in the performance of the Services. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractors of Vendor. Vendor will be fully responsible to CITY for the acts and omissions of the Vendor's subcontractors(s) and their employees.

9. **NON-ASSIGNMENT.** Vendor shall not assign this Agreement or any portion hereof without the express written consent of the CITY. CITY may cancel this Agreement for cause should Vendor attempt to make an unauthorized assignment of any right or obligation arising hereunder.

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

11. **TERMINATION FOR CONVENIENCE.** The CITY reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, the Vendor shall only provide those services specifically approved or directed by the CITY. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CITY shall continue to be responsible to the Vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.

    Upon termination, Vendor shall bill the CITY for all amounts not previously billed and due to the Vendor at that time. Vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Vendor, unless

specifically approved or requested by the CITY. Vendor shall, however, be entitled to payment for services commenced and approved by the CITY prior to receipt of notice, or with the expressed written consent of the CITY, prior to the effective date of termination.

12. **TERMINATION FOR CAUSE.** If the CITY wishes to terminate the Vendor for cause due to the failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CITY must provide the Vendor with written notice of said failure to perform. The CITY must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the CITY may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CITY can terminate the Agreement. If the Vendor is terminated for cause, the CITY may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CITY.

13. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy CITY may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

14. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

15. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the Parties to this Agreement.

16. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

17. **RECORDS AND AUDITS.** 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. CITY reserves the right audit the records of Vendor to ensure compliance with this Agreement during the performance and term of the Agreement and for a period of five (5) years after completion and acceptance by the CITY. Vendor shall allow CITY to inspect, examine and review the records of Vendor in relation to this Agreement upon reasonable notice during normal business hours. Records relating to the performance of this Agreement shall be made available to CITY for audit. At CITY’s option or upon Vendor's written demand, such audit will be performed by an independent third party at CITY 's expense and selected

by CITY. However, if the audit finds that Vendor has violated this Agreement in any way, Vendor shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit.

18. CHANGES IN WORK ITEMS OR SCOPE. Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions or revisions to the Services; these must be authorized by Change Orders. Upon receipt of a Change Order approved in writing by CITY, Vendor will proceed with the work involved. All such work must be performed according to the terms of this Agreement. All Change Orders must be approved by DKCRA in accordance with City Policies and Procedures before work commences. No changes in the scope of work shall be made by Vendor unless Vendor 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. Additional work performed by Vendor without written authorization and signed Change Order will not entitle Vendor to additional payment or an extension of the term of the Agreement.

19. GUARANTEES AND WARRANTIES.

a. Vendor represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in Vendor's trade or industry and shall meet the descriptions and specifications of Services provided in **Exhibit "A"**. Vendor must supervise Vendor's employees and agents performing this Agreement (hereinafter "Workers") to ensure that all Workers conduct themselves and perform the Service in a safe and professional manner. Vendor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the Services provided pursuant to this Agreement. CITY may inspect and test any goods or items, including intellectual property, provided by Vendor incidental to the Services (hereinafter "Items") and review Services at reasonable times in such manner as shall not unreasonably hinder or delay Vendor's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at Vendor's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications may be returned to Vendor at Vendor's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

b. Vendor makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:

i. Items will not infringe on any party's intellectual property rights;
ii. Vendor has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
iii. Items are new, and of the grade and quality specified;
iv. Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by Vendor, and to any other agreed-to specifications; and
v. Items conform to the manufacturing quality provisions set forth in **Exhibit "A"** and

Exhibit B.

c. If Vendor breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, Vendor shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) Vendor shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. Vendor shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

20. BREACH. Failure of Vendor or the CITY to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the CITY has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CITY, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CITY fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CITY disputes satisfactory performance of services.

21. EXHIBITS: Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

22. 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 vendor.

23. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

24. CRIMINAL BACKGROUND CHECKS. Vendor confirms that employees of Vendor performing work at the City's facilities have no record of criminal convictions involving drugs, assault, combative, or violent behavior, or theft within the last five (5) years. Vendor understands that such employees may be subject to criminal history investigations by City at City's expense and may be denied access to City's facilities if any such criminal convictions are discovered.

25. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

26. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

27. CLAUSES REQUIRED BY STATE OR FEDERAL LAW.

a. **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 Vendor'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.

i. If the 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 charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

ii. 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 contract term and following completion of the contract if Vendor does not transfer the records to City.

iii. Upon completion of the contract, 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. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

iv. Upon notice to Vendor of a request to inspect or copy public records relating to a City's contract for services, Vendor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

v. If Vendor does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by City.

vi. A Vendor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

b. **SCRUTINIZED COMPANIES CERTIFICATION.** 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.

c. DISCRIMINATORY VENDOR LIST. Vendor hereby acknowledges its continuous duty to disclose to City if Vendor 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 Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

d. **PUBLIC ENTITY CRIMES.** Vendor represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Vendor acknowledges the continuous duty to disclose to the City if Vendor or any of its affiliates are placed on the convicted vendor list.

e. **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 Vendor, 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, Vendor 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.

f. **NON-DISCRIMINATION.** Vendor, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

   i. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and

   ii. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

   Vendor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon Vendor, its successors, transferees, and assignees, for the period during which Services are provided. Vendor further agrees to ensure that its independent Vendors and subcontractors are not in violation of the terms of this provision.

g. **HUMAN TRAFFICKING.** Vendor shall provide City with a completed affidavit 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. See **"Exhibit C"** for a sample human trafficking affidavit.

h. **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 subcontractors during the term of this Agreement. If Vendor enters into a contract with a subcontractor's performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractors 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 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. Vendor 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 Vendor may use workers outside the United States, who will not be subject to e-verification.

28. TIME. Time is of the essence in the performance of this Agreement.

29. INTELLECTUAL PROPERTY. Vendor hereby assigns to CITY all right, title, and interest to all intellectual property created by Vendor arising out of or utilized by the Vendor in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the City. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. Vendor waives all rights of attribution and integrity for specific works created by Vendor under this Agreement.

30. 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.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

VENDOR- We Hang Christmas Lights
By: Connor Graham
Title: President
Date: 06/08/2026

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 8th day of June, 2026, by means of ☒ physical presence or ☐ online notarization, by Connor Graham as President, of We Hang Christmas Lights, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Melissa T Perri
My Commission HH 651140
Expires 3/13/2029

Notary: Melissa T Perri
Print Name: Melissa Perri
My Commission Expires: 3/13/2029

CITY OF KISSIMMEE

By:_____
Jackie Espinosa, Mayor-Commissioner

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (DKCRA)

By:_____
Jackie Espinosa, Chair

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Exhibit A

* REQUEST FOR PROPOSAL *

I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:

Request for Proposal Number **RFP2026010 Holiday Lights**

II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and (1) electronic copy on CD or Flash Drive.

III. To be considered proposals MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00 p.m. May 06, 2026.

IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 p.m. on May 06, 2026.

V. All proposals must be according to specifications and conditions, and on the forms provided herein.

VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Financial Resources & Systems Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the bidder's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bidder's schedule. Each bidder is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Bidders should include all descriptive literature specifications or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.4 LATE PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.5 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee.

Bidders are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.6 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.7 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.8 BIDDER'S CERTIFICATION

By signature on this proposal, bidder certifies or in the case of a joint proposal each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.

B. That the bidder has not divulged or discussed his offer with other bidders.

C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.

D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.9 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future proposal lists.

1.10 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.11 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.12 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133,F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend City, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, or agents, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed

officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

2.3 **CLARIFICATION OF REQUIREMENTS:** Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov not less than **seven (7)** days prior to the RFP opening date. Last day for questions: Monday, April 20, 2026 by 5pm.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany bidders during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page www.kissimmee.gov, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 **The City of Kissimmee has a Local Vendor Preference Policy:** When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid

process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.8 INSURANCE PROVISIONS: The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $300,000.00 for Employers' Liability.

B) Comprehensive General Liability: The Contractor will provide coverage for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than $1,000,000.00.

C) Comprehensive Automobile Liability: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000.000.00.

D) Umbrella Liability: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

2.9 TERM OF CONTRACT: The term shall be a two (2) year terms from the date of execution of the Agreement. At the option of the City, the Agreement may be renewed for three (3) additional one (1) year periods.

Note: Sample Agreement on pages 19-xx.

3.0 SCOPE OF WORK AND REQUIREMENTS

3.1 INTRODUCTION

The City of Kissimmee and Downtown Kissimmee Community Redevelopment Agency (DKCRA) seeks the services of a licensed, qualified and experienced holiday lighting and decorations contractor to provide holiday lighting and decorations in the City of Kissimmee- Downtown Kissimmee CRA Area for the 2026 holiday season. The City of Kissimmee and DKCRA desire a display that will create a sense of place and create a holiday destination for residents and visitors alike.

We are requesting bids to include two distinct pricing options:

1) Traditional decorations to cover all four service areas (See Section 3.4- Service Areas)

2) Customized approach to include all traditional decorations across service areas plus recommended enhancements within areas 2, Broadway Corridor, and 3, Monument of States and Lakefront Park.

The intent of the RFP is to have a successful Contractor enter into an Agreement with the City of Kissimmee and DKCRA for the desired services. The term of the initial Agreement shall be for the 2026 holiday season. The DKCRA will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each.

3.2 ABOUT DOWNTOWN KISSIMMEE

The Downtown Kissimmee CRA District consists of the traditional commercial downtown business and supporting residential districts of Kissimmee and consists of approximately 750 acres.

Downtown is a historic part of Kissimmee (est. 1883) that includes governmental functions, retail and service activities. The Downtown Kissimmee CRA district also includes a regional Trauma II hospital and supporting medical services, lakefront property on Lake Tohopekaliga, as well as recreational and eco-tourism activities along the lakefront. The City's Lakefront Park consists of a number of active and passive space on the shores of 22,700 acres Lake Tohopekaliga. The City of Kissimmee recently completed a $50 million renovation of the City's Lakefront Park located on the northern shore of the lake or as the locals call it, Lake Toho. The 25-acre park was transformed into regional park and event space and services to connect Downtown Kissimmee and Lake Toho, one of the foremost bass fishing lakes in the United States. Downtown Kissimmee is the county seat and urban center of Osceola County. Forbes magazine declared Osceola County one of the fastest growing counties in the country. Present land uses in Kissimmee's downtown range from commercial office, retail, restaurant, residential uses of varying densities, and concentrations of institutional and government operations. Older residential neighborhoods, including historical registered homes, surround the commercial area of the Downtown Kissimmee CRA district.

It is the goal of the Downtown Kissimmee CRA and City of Kissimmee to display substantial holiday lighting throughout the district as a way to attract additional visitors to the area for an extended period of time. As such, the selected vendor will be able to provide unique lighting displays throughout the desired area and provide recommendations on areas to add additional display items.

3.3 DKCRA HOLIDAY LIGHTING INVENTORY

The DKCRA owns a selection of holiday display lighting to be displayed each season. The following items are the current inventory owned by the DKCRA:

- 620 - 5MM Mini Coaxial Golden with Pure white twinkle
- 125 - Cascading Meteor Bursts
- 1 - Custom Gateway Arch: Brackets/ Hardware with Golden PW twinkle lights attached and (2) 50w Flood lights
- 80 - Unlit 9'x 14" Garland
- 40 - 18" 3D Nylon Red and Gold Bow

- 4 - 50w RGB Flood Lights
- 400' - C9 LED Bulb Roofline

The DKCRA budgets for funds each year for replacement lights. The selected contractor shall notify the DKCRA prior to installation if any of the lights are required to be replaced.

3.4 SERVICE AREA

The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in the three (3) areas below:

1. Main Street Corridor: The area from Vine Street US 192, including the downtown archway
2. Broadway Corridor: The area from Main Street to N. Stewart Ave.
3. Monument of States and Lakefront Park area (Ruby Plaza and Lakeview Drive)
4. Kissimmee City Hall- Courtyard



3.5 GENERAL SERVICES REQUIREMENTS

Proposals should incorporate the lights owned by the City plus additional recommendations to enhance the overall displays within the service area.

Pricing

- Bids should include two pricing options:
  - Option 1) Traditional decoration approach to cover the four service areas as noted above. Decorations should include a standard mix of tree wraps, wreaths, pole decorations, sculptures, etc.
  - Option 2) Include a pricing option to cover traditional approach plus recommended enhancements across Broadway Corridor (area 2) and Monument of States of Lakefront Park (area 3). This option could include a significantly increased number of lights, larger sculptural displays, or other recommendations as suggested by vendor.

- As described below, the City of Kissimmee and DKCRA would like proposals to include pricing for annual storage, maintenance, installation, and removal of the proposed holiday lights- both DKCRA owned and additional lighting options.

Permits and inspection

- Contractor will coordinate all required permitting with all applicable agencies, companies or governmental entities.
- All lighting installation will be inspected by a City of Kissimmee Building Official prior to being set to on.

Display Period

- Lights must be in place and ready for an inspection by Friday November 13, 2026
- Lights turned on Friday, November 27th, 2026
- Lights removal to being Thursday, January 7, 2026 and must be removed by Friday, January 22, 2026.
- All lit decorations should be on timers to remain on from dusk to dawn seven days per week.
- On renewed contracts the dates will be determined as they are signed.

Lights

- Selected vendor will ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands.
- Each bid must specify amperage and electrical requirements.
- Contractor is expected to provide excellent quality materials to meet safe electrical standards.
- The CRA/City will provide outlets and pay for electricity for each pole light.

Equipment

- Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain and remove lights and decorations.

Maintenance

- Contractor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning. All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed three (3) days from the time of notice of malfunctions. Please provide your maintenance staff contact information, telephone number and email address to facilitate contact regarding any display problem as required.

Removal

- Contractor is responsible for removal of all decorations per the display schedule. Lights not immediately removed should be unplugged until they are removed.

Other requirements

- Each bid must specify amperage and electrical requirements.
- Each bid must include storage and maintenance package.
- Vendor will provide necessary Certificates of Insurance as required by the City and CRA.

3.6 SPECIAL SITE CONSIDERATIONS

- **Broadway Corridor:** The median within the Broadway Corridor will contain up-lighting and permanent tree lighting. Designs will complement the existing lighting within median area. Some examples could include hanging lights, sculptural lights, or other displays as recommended.
- **Main Street Corridor**: There is a significant distance between the medians within the corridor. Designs must provide a solution to create consistency and unification with the Broadway Corridor.

4.0 EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable City Purchasing policies and procedures.

The City shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The City Purchasing Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the City’s discretion, non-conforming Proposals may be eliminated from further consideration.

Purchasing will distribute Proposals and evaluation criteria to the Selection Committee. Each Selection Committee member shall score each Proposal on the following evaluation criteria:

	Points
• Experience & Expertise	40
• Rates (Bid Prices)	30
• Product Quality	20

- Completeness of RFP (Questionnaire/documentation) 10
- **Total Points Available** **100**

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Purchasing will confirm the calculations for the final score for each Proposal. Then, Purchasing shall publish a rank-ordered listing of the Proposals to the Selection Committee.

After contract negotiations with a Proposer are successfully completed, the Selection Committee shall recommend to Commission that it selects such Proposer(s) to provide the services as outlined in the Agreement. The City of Kissimmee Commission shall make the final decision whether to enter into an Agreement with a Proposer(s).

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME**:_____
   Address of Principal Place of Business:_____
   _____
   City/State/Zip:_____
   Phone:_____ Fax:_____
   Name of primary Contact:_____ Email:_____

2. **TYPE OF ORGANIZATION:**

   ___ Sole Proprietorship ___ Partnership ___Non-Profit
   ___Joint Venture ___Corporation ___Other:_____

   State of Formation:_____ Federal ID #_____ DUNS#_____
   (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:**_____
   Phone:_____ Fax:_____ Cell:_____

4. **INSURANCE COMPANY NAME:**_____
   Agent Contact:_____ Phone:_____

5. **EXPERIENCE:**
   A. Years in business:_____
   B. Years in business under this name:_____
   C. Years performing this type of work:_____

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

   Name of subcontractors to be utilized and type of work:

Name	**Type of Work**
_____	_____
_____	_____

7. **ESTABLISHED PLACE OF BUSINESS:**
   _____
   _____

8. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center:_____
B. Address of local service center:_____
_____
C. County local service center is located in:_____
D. Contact: _____ Telephone number:_____

9. RECYCLED CONTENT:

A. Percentage of recycled material contained in the product:_____ %
B. Is your product packaged/shipped in material containing recycled content? Yes__ No__
C. Is your product recyclable after it has reached its intended end use? Yes____ No____

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #2:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #3:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #4:
Name:_____
Address:_____
Telephone No.:_____ Fax No.:_____
Contact:_____
E-mail:_____

EQUIPMENT LIST

The Bidder is to state below the major equipment items that are intended to be utilized for completion of the project activities. If the Bidder intends to lease or buy equipment, the type of equipment and lessor is to be noted:

	Type of Equipment	Model/Year	Manufacturer
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

	Leased Equipment Type	Lease Company Name
1.		
2.		
3.		
4.		
5.		

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****
RFP 2026010

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST (ANNUAL FEE)
1	Traditional decoration approach to cover the four service areas as noted above. Decorations should include a standard mix of tree wraps, wreaths, pole decorations, sculptures, etc.	$
2	Include a pricing option to cover traditional approach plus recommended enhancements across Broadway Corridor (area 2) and Monument of States of Lakefront Park (area 3). This option could include a significantly increased number of lights, larger sculptural displays, or other recommendations as suggested by vendor.	$

ACKNOWLEDGMENT OF ADDENDA NO.(S)_____ (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.
(initial)
_____ We take exception to Specifications as follows:
(initial)

_____
_____
_____ (attach additional sheets, if necessary)

COMPANY NAME: _____
COMPANY ADDRESS: _____
_____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____

(signature)

_____ EMAIL: _____

(typed name/title of signer)

TELEPHONE NO.: (___)_____ FAX NO.: (____)_____

NOTICE

RFP2026010

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____

Phone Number: (___)_____
Fax Number: (___)_____
Continue on Vendor List: _____Yes _____No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

____ Cannot supply at this time
____ Suitable, but engaged in other work
____ Quantity too small
____ Cannot meet required minimum
____ Opening date does not allow sufficient time to complete
____ Equivalent not presently available
____ Other reasons or remarks: _____
_____
_____
_____

_____
Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida)
County of Osceola)
Before me on this ____day of _____20___, personally appeared (print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.

Qualification documentation attached.

_____
Signature of Affiant

_____
Typed/Printed Name of Affiant

_____

_____
Address of Affiant

State of Florida)
County of _____)

Sworn to (or affirmed) and subscribed before me this ___day of _____20__, by _____

(Signature of Notary Public-State of Florida)

_____

(Print, Type, or Stamp commissioned name of notary public) ___personally known or

____ produced identification. Type of identification produced_____

AGREEMENT FOR HOLIDAY LIGHTING BETWEEN
THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
AND

_____

THIS AGREEMENT is made this ____ day of _____ 2026, by and between the, a Florida municipal corporation, the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district of the State of Florida, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter collectively known as the "CITY," and _____ located at _____, hereinafter known as "Vendor," collectively hereinafter referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, the CITY seeks the services of a licensed, qualified and experienced holiday lighting and decorations vendor to provide holiday lighting and decorations in select locations within Downtown Kissimmee Community Redevelopment ("DKCRA") area for the 2026 holiday season; and

WHEREAS, the CITY seeks a vendor who can provide creative ideas and concepts that will create a holiday destination in the DKCRA area for residents and visitors alike; and

WHEREAS, the CITY issued a solicitation, RFP 2026010, hereinafter "Solicitation," which is attached hereto as **Exhibit "A,"** to identify a vendor that can perform the services requested; and

WHEREAS, upon a review of all submissions, Vendor satisfied all the specifications and requirements of the Solicitation, and was selected by the CITY to perform the services; 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. **TERM.** The Agreement shall be in effect for a two (2) years term from the date of execution. The CITY, at its option, may renew this Agreement for three (3) additional, one-year renewal periods.

3. **SCOPE OF WORK.** Vendor agrees to perform the Scope of Work outlined in **Exhibit "A,"** the Solicitation. This shall include the provision of holiday lighting and decorations in specific locations within the DKCRA area for the 2026 holiday season.

4. **PAYMENT.** The CITY agrees to pay Vendor for good and services as set forth in **Exhibit "B,"** hereinafter referred to the "Proposal." Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity with this Agreement, the CITY shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the CITY's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services

SAMPLE

performed, materials purchased, and administrative costs incurred to the effective date of termination.

5. **INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the DKCRA or the City of Kissimmee, its officers, employees, agents, independent Vendors for any injury or damage to the person, property, or business of Vendor, its agents, employees, sub-Vendors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any DKCRA properties whether such damage is caused by the DKCRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the DKCRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

   Vendor agrees to indemnify and hold harmless the DKCRA and the City of Kissimmee, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof, to the extent caused by Vendor's negligent performance of the Agreement or any breach or default of Vendor.

6. **INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CITY of required insurance policies naming CITY as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Agreement, Vendor and/or any and all sub-Vendors or anyone directly or indirectly employed by either of them must maintain in force, Vendor at their sole cost and expense, at all times, insurance coverage as follows:

   a. **Workers Compensation**: the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $300,000.00 for each accident. Vendor's Worker's Compensation carrier will provide a Waiver of Subrogation to the CITY. Vendor will be responsible for the payment of all deductibles and self-insured retentions.

   b. **General Liability**: with coverage limits of not less than $1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, 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 or Business Automobile Liability**: with coverage limits of not less than $1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for owned, hired, and non-owned vehicles and/or equipment as applicable.

   d. **Umbrella Liability**: Vendor will provide an umbrella with coverage limits of not less than $1,000,000.00.

7. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand

SAMPLE

delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

a. Notices sent to the CITY shall be addressed as follows:

DKCRA Manager
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

b. Notices sent to the Vendor shall be addressed as follows:

8. **SUBCONTRACTORS.** This Agreement, or any portion thereof, must not be subcontracted without the prior written consent of CITY. 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 Vendor from the responsibility to CITY for the proper completion of all Services to be provided under this Agreement. If applicable, Vendor shall be required to furnish to the CITY, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of commencing work on this Agreement. Vendor shall be responsible for and hold the CITY harmless for any and all payments to Vendor's vendors or subcontractors utilized in the performance of the Services. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractors of Vendor. Vendor will be fully responsible to CITY for the acts and omissions of the Vendor's subcontractors(s) and their employees.

9. **NON-ASSIGNMENT.** Vendor shall not assign this Agreement or any portion hereof without the express written consent of the CITY. CITY may cancel this Agreement for cause should Vendor attempt to make an unauthorized assignment of any right or obligation arising hereunder.

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

11. **TERMINATION FOR CONVENIENCE.** The CITY reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, the Vendor shall only provide those services specifically approved or directed by the CITY. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CITY shall continue to be responsible to the Vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.

    Upon termination, Vendor shall bill the CITY for all amounts not previously billed and due to the Vendor at that time. Vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Vendor, unless specifically approved or requested by the CITY. Vendor shall, however, be entitled to payment for services commenced and approved by the CITY prior to receipt of notice, or with the expressed written consent of the CITY, prior to the effective date of termination.

12. **TERMINATION FOR CAUSE.** If the CITY wishes to terminate the Vendor for cause due to the

SAMPLE

failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CITY must provide the Vendor with written notice of said failure to perform. The CITY must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the CITY may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CITY can terminate the Agreement. If the Vendor is terminated for cause, the CITY may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CITY.

13. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy CITY may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

14. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

15. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the Parties to this Agreement.

16. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

17. **RECORDS AND AUDITS.** 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. CITY reserves the right audit the records of Vendor to ensure compliance with this Agreement during the performance and term of the Agreement and for a period of five (5) years after completion and acceptance by the CITY. Vendor shall allow CITY to inspect, examine and review the records of Vendor in relation to this Agreement upon reasonable notice during normal business hours. Records relating to the performance of this Agreement shall be made available to CITY for audit. At CITY's option or upon Vendor's written demand, such audit will be performed by an independent third party at CITY 's expense and selected by CITY. However, if the audit finds that Vendor has violated this Agreement in any way, Vendor shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit.

18. **CHANGES IN WORK ITEMS OR SCOPE.** Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions or revisions to the Services; these must be

SAMPLE

authorized by Change Orders. Upon receipt of a Change Order approved in writing by CITY, Vendor will proceed with the work involved. All such work must be performed according to the terms of this Agreement. All Change Orders must be approved by DKCRA in accordance with City Policies and Procedures before work commences. No changes in the scope of work shall be made by Vendor unless Vendor 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. Additional work performed by Vendor without written authorization and signed Change Order will not entitle Vendor to additional payment or an extension of the term of the Agreement.

19. GUARANTEES AND WARRANTIES.

a. Vendor represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in Vendor's trade or industry and shall meet the descriptions and specifications of Services provided in **Exhibit "A"**. Vendor must supervise Vendor's employees and agents performing this Agreement (hereinafter "Workers") to ensure that all Workers conduct themselves and perform the Service in a safe and professional manner. Vendor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the Services provided pursuant to this Agreement. CITY may inspect and test any goods or items, including intellectual property, provided by Vendor incidental to the Services (hereinafter "Items") and review Services at reasonable times in such manner as shall not unreasonably hinder or delay Vendor's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at Vendor's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications may be returned to Vendor at Vendor's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

b. Vendor makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:

   i. Items will not infringe on any party's intellectual property rights;
   ii. Vendor has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
   iii. Items are new, and of the grade and quality specified;
   iv. Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by Vendor, and to any other agreed-to specifications; and
   v. Items conform to the manufacturing quality provisions set forth in **Exhibit "A"** and **Exhibit B**.

c. If Vendor breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, Vendor shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) Vendor shall promptly repair, replace, or refund the

SAMPLE

amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. Vendor shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

20. BREACH. Failure of Vendor or the CITY to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the CITY has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CITY, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CITY fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CITY disputes satisfactory performance of services.

21. EXHIBITS: Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

22. 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 vendor.

23. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

24. CRIMINAL BACKGROUND CHECKS. Vendor confirms that employees of Vendor performing work at the City's facilities have no record of criminal convictions involving drugs, assault, combative, or violent behavior, or theft within the last five (5) years. Vendor understands that such employees may be subject to criminal history investigations by City at City's expense and may be denied access to City's facilities if any such criminal convictions are discovered.

25. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

26. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

27. CLAUSES REQUIRED BY STATE OR FEDERAL LAW.

a. **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

SAMPLE

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 Vendor'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.

i. If the 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 charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

ii. 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 contract term and following completion of the contract if Vendor does not transfer the records to City.

iii. Upon completion of the contract, 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. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

iv. Upon notice to Vendor of a request to inspect or copy public records relating to a City's contract for services, Vendor shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

v. If Vendor does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by City.

vi. A Vendor who fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

b. **SCRUTINIZED COMPANIES CERTIFICATION.** 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

SAMPLE

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.

c. DISCRIMINATORY VENDOR LIST. Vendor hereby acknowledges its continuous duty to disclose to City if Vendor 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 Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

d. **PUBLIC ENTITY CRIMES.** Vendor represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Vendor acknowledges the continuous duty to disclose to the City if Vendor or any of its affiliates are placed on the convicted vendor list.

e. **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 Vendor, 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, Vendor 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.

SAMPLE

f. **NON-DISCRIMINATION.** Vendor, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

i. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and

ii. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Vendor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon Vendor, its successors, transferees, and assignees, for the period during which Services are provided. Vendor further agrees to ensure that its independent Vendors and subcontractors are not in violation of the terms of this provision.

g. **HUMAN TRAFFICKING.** Vendor shall provide City with a completed affidavit 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. See **"Exhibit C"** for a sample human trafficking affidavit.

h. **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 subcontractors during the term of this Agreement. If Vendor enters into a contract with a subcontractor's performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractors 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 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. Vendor 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 Vendor may use workers outside the United States, who will not be subject to e-verification.

SAMPLE

28. TIME. Time is of the essence in the performance of this Agreement.

29. INTELLECTUAL PROPERTY. Vendor hereby assigns to CITY all right, title, and interest to all intellectual property created by Vendor arising out of or utilized by the Vendor in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the City. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. Vendor waives all rights of attribution and integrity for specific works created by Vendor under this Agreement.

30. 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.

[signature page to follow]

SAMPLE

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

VENDOR- _____
By:_____

Title:_____

Date:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by means of ☐ physical presence or ☐ online notarization, by _____ as _____, of _____, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

SAMPLE

CITY OF KISSIMMEE

By:_____
Jackie Espinosa, Mayor-Commissioner

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

SAMPLE

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (DKCRA)

By:_____
Jackie Espinosa, Chair

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

SAMPLE

Exhibit B

RFP2026010 Holiday Lights

Submitted by:
We Hang Christmas Lights FL
4280 Church St Suite 1556
Sanford Fl, 32771
407-501-7999
WeHangChristmasLightsOrlando@gmail.com
May 2026

Cover Page

Table of Contents

Introduction Letter 1-2

Tab 1. Company Overview 3-15

Tab 2. Relevant Experience 16- 26

Tab 3. Proposal Option 1- Traditional Approach 27-38

Tab 4. Proposal Option 2- Customized Approach 39-53

Tab 5. Product & Enhancement Options 54-61

Tab 6. Required Forms & Closing Page 62-74

City of Kissimmee
Purchasing Division
101 Church Street
Kissimmee, FL 34741

Dear Evaluation Committee,

We Hang Christmas Lights is pleased to submit our proposal in response to RFP 2026010 for Holiday Lighting and Décor Services.

Our mission is to deliver exceptional holiday displays supported by reliable service, clear communication, and a commitment to safety and quality from start to finish. We understand that municipal holiday programs require not only visually impactful décor, but also precise coordination, dependable timelines, and consistent maintenance throughout the season.

We Hang Christmas Lights operates as a DBA under **The Iconic group LLC**, a Florida-based Limited Liability Company established on January 28, 2015. As a locally owned and operated company, we proudly serve Central Florida and surrounding regions, specializing exclusively in professional holiday lighting and décor services.

With over 10 years of experience, we have developed proven systems and infrastructure to efficiently deliver high-quality commercial and municipal installations. Annually, we complete approximately 350 projects across residential, commercial, and municipal clients. Our expertise lies in large-scale, immersive, and interactive displays designed to create memorable experiences and enhance community engagement.

Our team brings extensive experience working with municipalities and large-scale communities throughout Florida. We have partnered with cities such as Orlando, Clermont, Maitland, Town of Oakland, Daytona, Babcock Ranch, DeBary and more. These projects have provided us with a strong understanding of the expectations, timelines, and coordination required to successfully execute municipal holiday programs.

All operations are managed from our office and warehouse facility located at:
4280 Church St, Suite 1556, Sanford, FL 32771

Our year-round team consists of 9 full-time professionals overseeing operations, design, logistics, and client service. During the holiday season, we expand our workforce by an additional 20–25 trained team members, including warehouse staff, office support, bucket truck operators, and installation technicians. This scalable staffing model allows us to efficiently execute projects of varying size and complexity while maintaining strict quality and safety standards.

We are locally based in Sanford, approximately 45 minutes from Kissimmee. This proximity allows us to respond quickly and efficiently to service needs. In addition to municipal work, we currently service over 150 HOA communities, operating dedicated crews that perform routine quality control inspections every three days to ensure all displays remain fully operational throughout the season.

What sets us apart is our proactive approach to both service and design. We focus on creating customized, visually impactful displays that reflect the character of each community while incorporating elements that enhance engagement, such as interactive décor and photo opportunities. Equally important, we provide structured communication, rapid-response maintenance, and experienced in-house crews to ensure a seamless experience for City staff.

As the City's current provider, we bring not only experience, but a proven track record of successful execution and ongoing support. Having proudly served the City of Kissimmee, we view this opportunity not as a one-time engagement, but as a continuation of a valued partnership. We are committed to building on that success and working alongside the City to continuously elevate and innovate the holiday experience for residents and visitors alike.

We appreciate your time and consideration and are confident in our ability to continue delivering a high-quality, reliable, and well-coordinated holiday program.

Sincerely,

Connor Graham
President
We Hang Christmas Lights

Tab 1 - Company Overview

RFP2026010 Holiday Lights

Submitted by:
We Hang Christmas Lights FL



Qualifications and Experience of Personnel



Connor Graham

Job Title: President

Job Descriptions: Overseeing all aspects of the business, business growth and is involved in all operations on large scale projects

Years of Experience: 12 years

Area of Expertise: Management, Quality Control, Business Development

Resumes: Connor started We Hang Christmas Lights in 2014 when he saw an opportunity to take his business knowledge to the holiday lighting industry. He was hands on for a few years but quickly scaled operations to meet the rising demand for honest, reliable holiday lighting companies. He has experience managing large scale city holiday projects statewide such as City of Miami Beach, North Bay Village, Riviera Beach, Coral Springs, Babcock Ranch and the City of Orlando.



Qualifications and Experience of Personnel



Justin Carter

Job Title: General Manager

Job Description: Overseeing all operations

Years of Experience: 15 years

Area of Expertise: Management of operations for efficient and detailed installation, maintenance and removal of product.

Resumes: With a background in the electrical industry, Justin brings a wealth of value to the business. As well as his years in management, he honed invaluable skills in efficient task organization and delegation. Joining WHCL in 2015 as a lead installer, he quickly brought himself in the intricacies of the holiday lighting business. Recognizing his adept leadership abilities, Justin was promoted to general manager in 2017, where he demonstrated his capacity to lead crews and execute projects.



Qualifications and Experience of Personnel



Luke Mullins

Job Title: Sales Manager/Design Consultant

Job Description: Client Relations

Years of Experience: 25 years

Area of Expertise: Design, Client Satisfaction

Resumes: Luke Mullins, our Sales Manager, combines creative vision with practical expertise to deliver holiday lighting displays that captivate audiences and strengthen community identity. With a consultative, relationship driven approach, he guides clients from concept to completion, ensuring each project is both visually striking and seamlessly executed.



Qualifications and Experience of Personnel



Joseph Carter

Job Title: Operations Manager

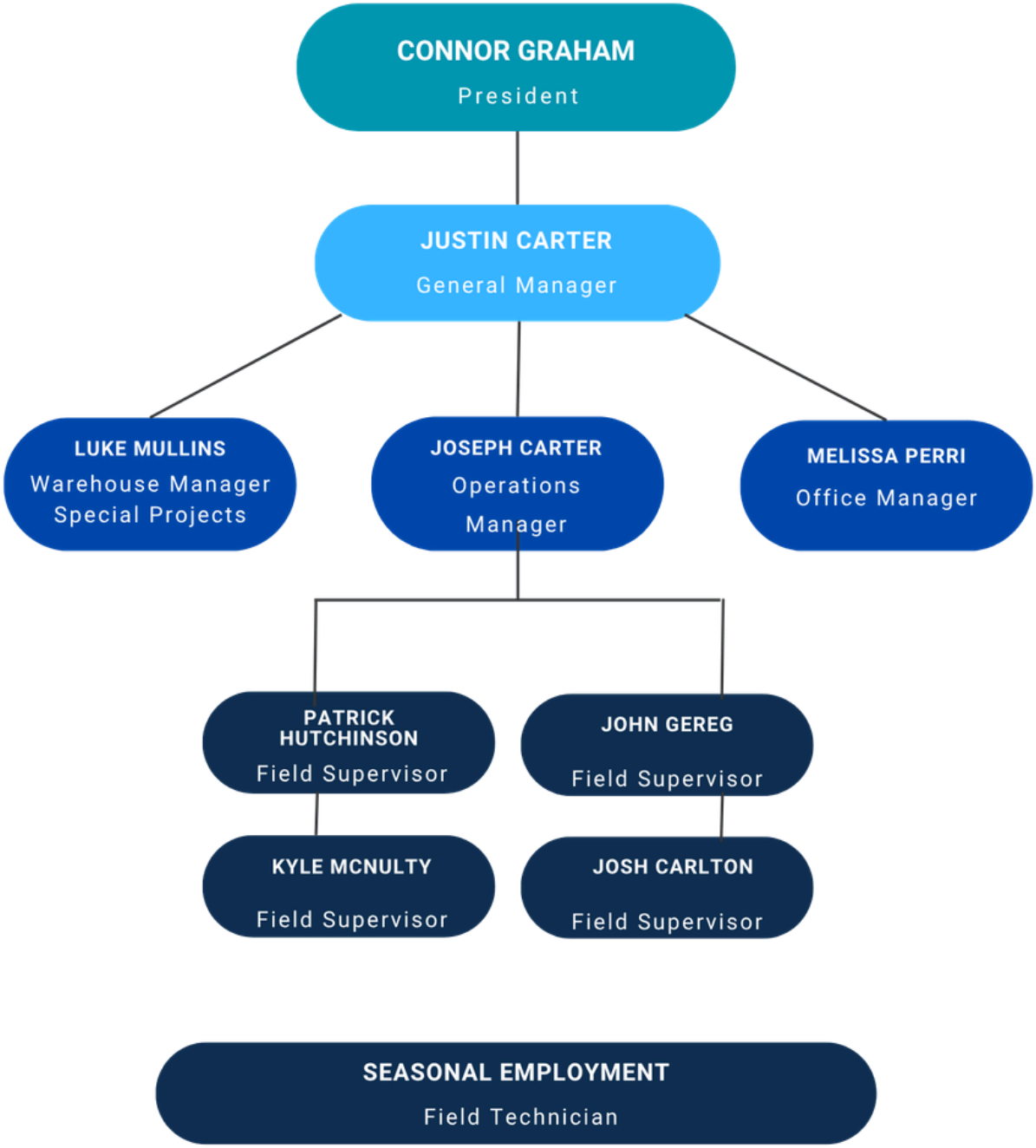
Job Description: Oversees install operations involved with installs

Years of Experience: 8 years

Area of Expertise: Operations, Technical installs, Diagnostics/ Troubleshooting

Resumes: Joseph has extensive experience with the operations side of the business. He joined the We Hang Christmas Lights team in 2016 and quickly showed his ability to organize and delegate tasks to team members. He has been involved with all large scale projects that requires advanced skills and knowledge. Joseph is forklift certified, as well as aerial and scissor lift certified.

ORGANIZATIONAL CHART



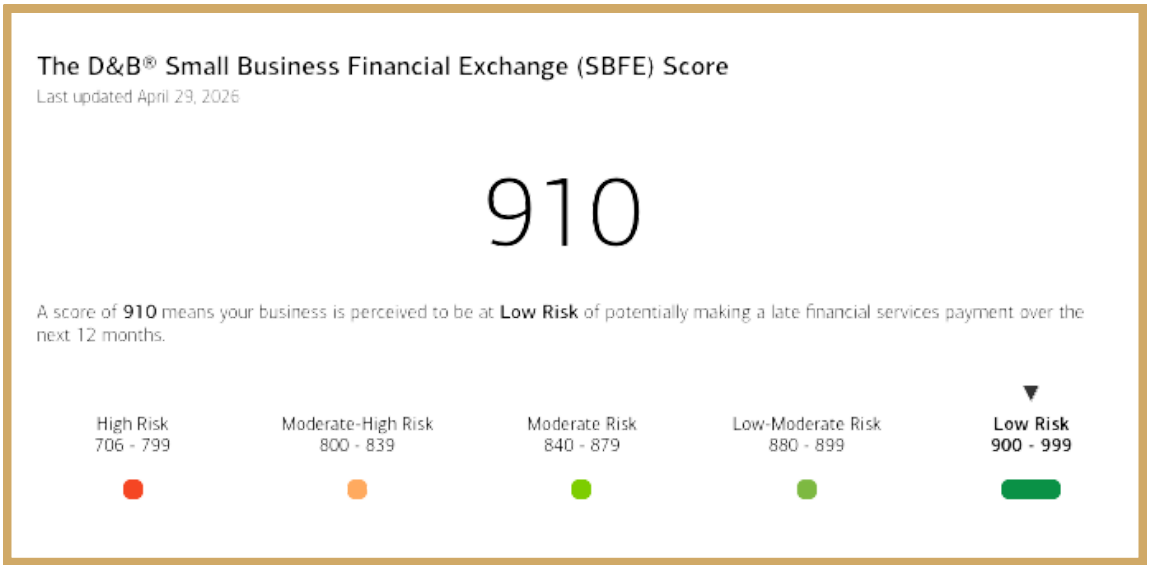
WE HANG CHRISTMAS LIGHTS FL .COM

FINANCIAL & LEGAL BACKGROUND

Our company maintains a strong financial foundation, with no debt aside from our company-owned warehouse, ensuring stability and operational control during peak season. Our financial strength allows us to independently fulfill large décor orders and place them promptly upon approval, regardless of initial payment timing.

We operate with a fully debt-free fleet and have a proven track record free of bankruptcies or external investment. We remain in good standing with all vendors, suppliers, and equipment rental partners. We Hang Christmas Lights has not been involved in any litigation related to these services within the past five years and is fully licensed and authorized to operate in the State of Florida, maintaining all required permits, certifications, and insurance.

Our debt-free status, procurement capabilities, and consistent compliance reflect a reliable and financially sound organization. Supporting this, our Dunn & Bradstreet score further reinforces our reputation for stability and dependable performance.



WE HANG CHRISTMAS LIGHTS FL .COM

COMPANY WORKLOAD & CAPACITY

We Hang Christmas Lights performs all work using our in-house team of trained W-2 employees. We do not rely on subcontractors, allowing us to maintain full control over quality, scheduling, safety, and overall project execution.

This approach ensures:

- Consistent workmanship and installation standards
- Clear communication and direct accountability
- Reliable scheduling and efficient coordination across all service areas
- Rapid response for maintenance and service needs during the display period





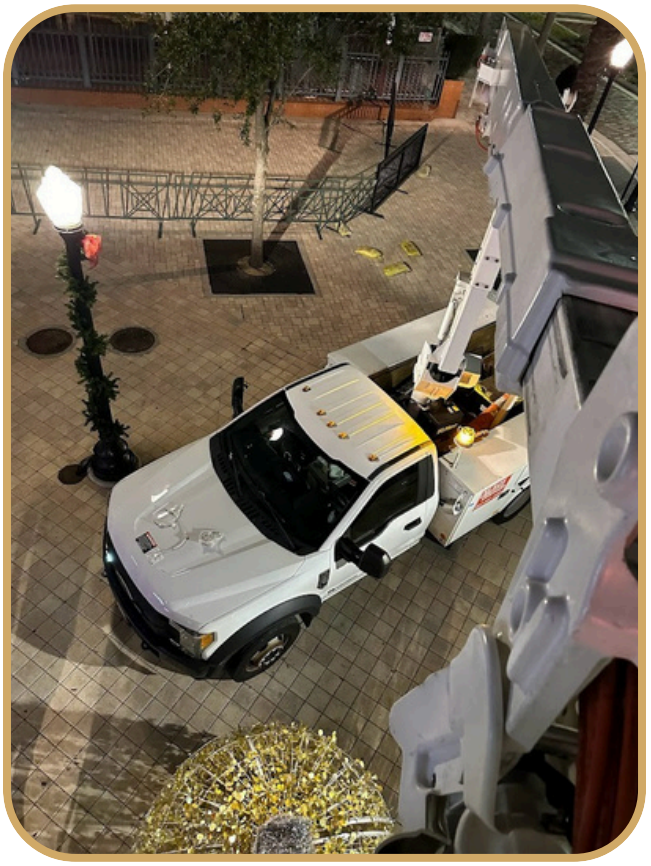
Capacity to Perform & Service Reliability

Our team is structured to successfully manage multiple large-scale holiday lighting projects while maintaining a high level of service for each client. We currently serve a diverse portfolio of municipal, commercial, and residential clients throughout Central Florida, with workload distribution designed to ensure dedicated crews and resources for every project.

We maintain sufficient staffing, equipment, and inventory to meet the demands of multi-location installations such as the Downtown Kissimmee CRA District, including Main Street, Broadway Corridor, Monument of States, and Lakefront Park.

Maintenance & Responsiveness Commitment

We understand the importance of maintaining a fully operational display throughout the holiday season. Our internal structure allows us to respond quickly to service needs, ensuring any lighting or décor issues are addressed promptly and within required timeframes. Dedicated service personnel are assigned during the season to monitor and maintain all installations, minimizing downtime and ensuring a consistently high-quality presentation.



In addition, we operate a company-owned bucket truck, which provides a significant advantage in both response time and overall reliability. Because this equipment is owned and operated in-house, we are not dependent on third-party rentals or subject to availability constraints during peak holiday periods. This allows us to perform aerial repairs, adjustments, and maintenance immediately when needed, rather than waiting for equipment scheduling. The result is faster service turnaround, improved safety through trained operators and maintained equipment, and reduced risk of extended outages—ensuring the City's display remains fully operational and visually impactful throughout the season.

City of Kissimmee Readiness

Based on our current staffing levels, dedicated equipment resources, and proven project scheduling systems, we are fully equipped to continue delivering the City of Kissimmee's holiday lighting program while consistently meeting or exceeding all required installation, activation, maintenance, and removal timelines outlined in the RFP.

As the current installer since 2021, our team brings direct, hands-on familiarity with the City's assets, infrastructure, power locations, logistical challenges, and preferred design standards. This institutional knowledge allows us to operate more efficiently, anticipate potential issues before they arise, and execute the program with a level of precision and consistency that cannot be replicated without prior experience on this specific project.

Our established local presence in Central Florida further enhances our ability to respond quickly and effectively throughout the season. With dedicated crews, in-house equipment, and an active service structure already aligned to this project, we are able to provide immediate support when needed—ensuring minimal downtime and a seamless experience from installation through removal



Project Approach & Coordination

We Hang Christmas Lights utilizes a structured, hands-on approach to ensure efficient execution, consistent quality, and reliable service throughout the project lifecycle. Project management, field operations, and administrative coordination are fully integrated to maintain clear communication, accountability, and responsiveness with the City of Kissimmee.

- Direct coordination with City staff on design, decor placement, and service areas
- Pre-installation planning to confirm materials, logistics, and electrical requirements
- Organized scheduling to ensure timely and efficient project delivery

Installation & Scheduling

All installations will be completed in accordance with City timelines and requirements.

- Full installation completed and ready for inspection by November 13, 2026
- Multiple crews deployed to efficiently complete all service areas
- Work scheduled to minimize disruption to traffic, businesses, and public spaces
- All decor installed using secure, industry-standard methods
- Electrical load testing performed at each installation location



Maintenance & Service Response

We provide proactive monitoring and responsive service to ensure all lighting and decor remain fully operational throughout the display period.

- Scheduled inspections and ongoing monitoring of all installations
- Dedicated service personnel assigned during the season
- Rapid response to outages or maintenance needs
- Repairs completed within three (3) days or less of notification
- On-hand inventory of replacement materials to minimize downtime
- Priority response for high-visibility and high-traffic areas

Safety & Professional Standards

Safety and professionalism are maintained at all times.

- Team trained in equipment operation, electrical safety, and installation practices
- Work areas clearly marked with cones and signage
- On-site supervision during all phases of work
- Uniformed crews with clearly identified vehicles and equipment

Removal & Post-Season Process

Removal will be completed efficiently and in compliance with City requirements.

- Removal begins January 7, 2027 and is completed by January 22, 2027
- Systematic removal, labeling, and inventory of all decor
- Off-peak scheduling when necessary to reduce disruption
- Post-season review to identify repair or replacement needs for future seasons
- Organized and inventoried at the warehouse

Electrical Requirements and Amperage

Electrical requirements for the proposed holiday lighting and décor installations will vary based on final design layouts, quantities, and exact installation locations. However, based on our experience with similar municipal projects and the City of Kissimmee's existing infrastructure, the majority of lighting elements utilize energy-efficient LED systems designed to minimize overall power consumption.

Typical installations operate on standard 120-volt circuits, with individual décor elements generally requiring between 0.5 to 2.0 amps per connection, depending on size and complexity. Larger features or grouped elements may require dedicated 15-amp or 20-amp circuits to ensure safe and reliable operation.

As part of our installation process, our team will:

- Evaluate all available power sources at each location
- Balance electrical loads to prevent circuit overloading
- Ensure all installations comply with applicable electrical and safety standards
- Amp test to confirm draw for each location

Where existing power is insufficient, we will coordinate with the City to identify solutions, which may include load redistribution or temporary power accommodations if required.

Our use of LED lighting significantly reduces overall amperage demand compared to traditional lighting systems, resulting in lower energy usage, improved reliability, and reduced risk of outages throughout the season.

As the current installer for the City, our team is already familiar with many of the existing power locations, circuit capacities, and infrastructure throughout key project areas such as the Lakefront and downtown corridors. This familiarity allows for more efficient planning, faster installation, and reduced risk of electrical issues during both setup and ongoing operations.

WE HANG CHRISTMAS LIGHTS FL .COM

Tab 2 - Relevant Experience

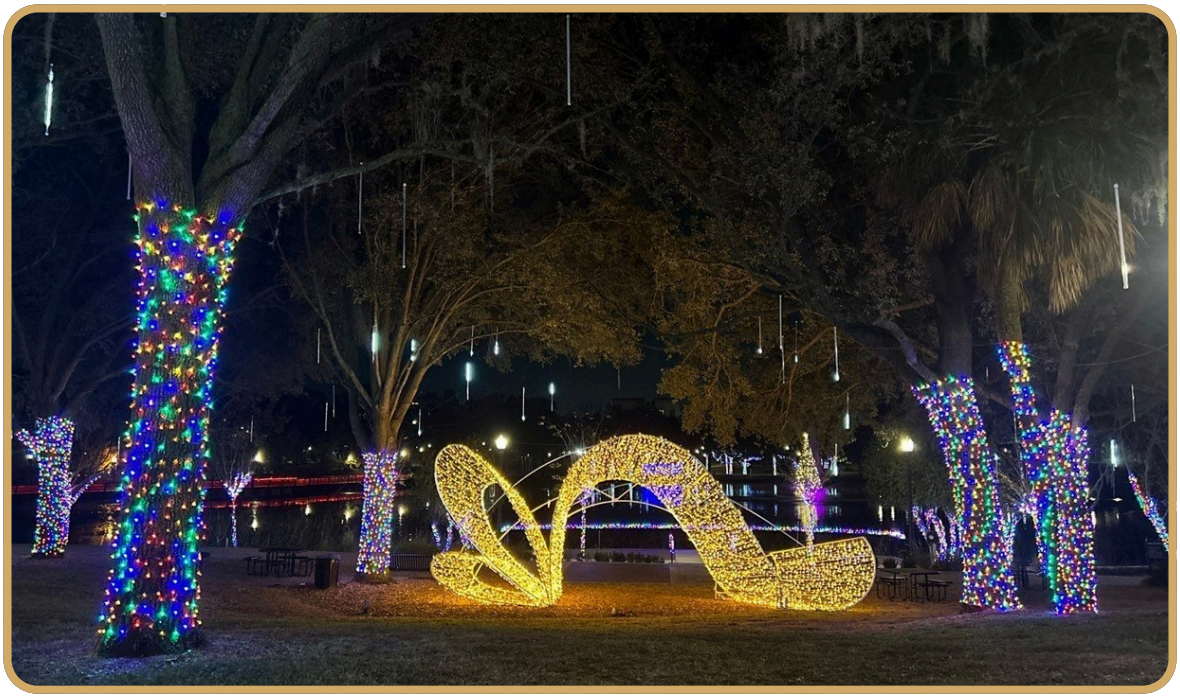
RFP2026010 Holiday Lights

Submitted by:
We Hang Christmas Lights FL

City of Maitland:

Project Scope:

- Install permanent lighting on over 28 trees throughout Independence Lane
- Install lighting on over 60 trees throughout Independence Square Park and Lake Lily Park
- Install over 130 hanging sphere lights throughout tree canopies
- Install over 150 cascading meteor-style light drops across park tree lines
- Install 550’ of programmable RGBW pixel lighting along boardwalk railings
- Install roofline lighting, gazebo lighting, and architectural accents on park structures
- Install wreaths, snowflakes, stars, and accent decor across City Hall and park features
- Install fence lighting, pathway lighting, and landscape accent lighting throughout multiple park areas



RELEVANT EXPERIENCE

Project Details:



- WHCL was selected to provide design, installation, maintenance, removal, and storage services for multiple high-visibility areas throughout the City of Maitland. We worked closely with City staff to develop a cohesive lighting program that enhanced key areas including Independence Square Park, Lake Lily Park, and City Hall. The project incorporates a mix of permanent and seasonal lighting elements, including programmable features, to create an engaging holiday experience across multiple locations. The design highlights major gathering spaces and creates visual continuity throughout the City.



- Project size: $80,000+
- Contact: Jeff Harris, Facilities Manager
  Email: jaharris@itsmymaitland.com

City of Orlando:

Project Scope:

- Wrap 300 trees throughout Lake Eola Park and an additional 200 trees along the ROW and pocket parks throughout downtown Orlando.
- Installed 65’ RGB Pixel Christmas Tree, which puts on a 20-minute light show multiple times each night throughout the season. We design and implement these light shows with collaboration from the city.
- Installed over 85 interactive decor pieces throughout Lake Eola as well as downtown.
- Installed 150 RGB flood lights along the top canopies of trees around the lake
- Installed 200 spritzers in tree canopies throughout Lake Eola and downtown.





RELEVANT EXPERIENCE





Project Details:

- WHCL was selected to provide design, installation, maintenance, removal, and storage services for multiple high-visibility areas throughout the City of Maitland. We worked closely with City staff to develop a cohesive lighting program that enhanced key areas including Independence Square Park, Lake Lily Park, and City Hall. The project incorporates a mix of
- Project size $600,000+
- Contact: Sherry Gutch, Director of Placemaking
- Email: Sherry.Gutch@cityoforlando.net



RELEVANT EXPERIENCE

Babcock Ranch:



Project Scope:

- Install 28’ Christmas tree for the lighting ceremony
- Install 400’ of walk-through tunnels
- Install over 30 interactive displays (walk under, sit in, immersive decor)
- Install over 100 pcs. of accent decor, creating themed zones throughout a walk-through path around a lake.





Project Details:

- WHCL has been the contractor of design installation, maintenance, removal and storage for this project since 2021 and still the contractor for 2025. We designed all aspects of the project while working with City Officials to create an attraction showcasing all of what Babcock Ranch has to offer.
- The project has continued to grow as the amount of visitors each year demands it
- Project size: $300,000+
- Contact: Bill Pinho, Director of Operations
  Email: Wpinho@ccmcnet.com

WE HANG CHRISTMAS LIGHTS FL .COM

City of South Daytona:

Project Scope:

- Install 28’ Christmas tree with 3’ star topper for the lighting ceremony
- Install various 3D interactive displays around the field to create a walk-through experience

Project Details:

- WHCL was called to design, install, maintain and remove the Christmas tree in 2024. We are under contract to install this tree until 2026.
- Our objective is to create an experience that is welcoming to families and create a sense of community. Through captivating and engaging decor, we aim to inspire families to get out, socialize and experience what the town has to offer.



- Project size: $30,000+
- Contact: Becky Witte, Deputy City Clerk
- Email: bwitte@southdaytona.org
  Phone: 386-322-3011

Relevant Experience & Proven Performance with the City of Kissimmee:

Since 2021, we have served as a trusted partner to the City of Kissimmee, supporting multiple departments and delivering consistent, high-quality holiday installations across a variety of project types. Over the past five seasons, our team has successfully executed full installation and removal cycles with a strong track record of reliability, responsiveness, and attention to detail, with no major service disruptions, safety incidents, or project delays.

Multi-Year Service & Key Project Experience

- Holiday Décor Installation (2021–2025): Ongoing execution of citywide holiday décor programs, including installation, maintenance, and removal
- Christmas Tree Installation: Provided installation services for the City's primary Christmas tree for Facilities Management (2 seasons)
- City Hall Design & Décor (2025): Worked collaboratively with City staff to develop and implement an enhanced holiday design for City Hall



City Hall Tree Build 2025

- **Kissimmee Utility Authority Collaboration:**
  - Installation of permanent lighting on the median oak trees (2025)
  - Custom decoration of KUA truck and trailer for the City's Festival of Lights Parade

WE HANG CHRISTMAS LIGHTS FL .COM

Relevant Experience & Proven Performance with the City of Kissimmee:

Through these projects, we have developed a strong understanding of City properties, infrastructure, scheduling requirements, and stakeholder expectations, allowing us to execute efficiently and proactively



KUA Truck we decorated for them for the 2025 Festival of Lights Parade

Operational Reliability & Institutional Knowledge:

Our long-term involvement with the City provides a level of continuity and operational efficiency that is difficult to replicate. We are familiar with site-specific conditions, power access points, installation constraints, and historical design approaches, allowing us to streamline installation timelines and reduce the need for trial-and-error.

This experience translates into:

- Faster and more efficient installations
- Proactive identification of potential challenges
- Seamless coordination with City staff and departments
- Consistent, high-quality results year after year

Relevant Experience & Proven Performance with the City of Kissimmee:

City-Owned Décor Asset Management & Cost Efficiency

In addition to installation services, we currently manage and maintain the City's existing holiday décor inventory. This provides a significant advantage in terms of efficiency, cost control, and overall program success.

Our approach to inventory management includes:

- Active stewardship of City-owned décor assets, ensuring proper handling, organization, and deployment each season
- Immediate access to inventory, allowing for quicker installations and rapid response to in-season maintenance needs
- Ability to source matching or compatible replacements, ensuring visual consistency across all locations

Because of our familiarity with the City's inventory, we eliminate the learning curve typically associated with new vendors.



Relevant Experience & Proven Performance with the City of Kissimmee:

Added Value & Continuous Improvement

Beyond execution, we provide ongoing value through collaboration and forward planning. Our team works closely with City staff to enhance displays, improve efficiency, and identify opportunities for upgrades over time.

This includes:

- Recommending strategic enhancements while staying within budget
- Identifying opportunities to reuse or reconfigure existing décor for greater impact
- Providing insight into inventory condition and planning phased replacements
- Supporting special projects and community-facing initiatives, such as parade assets and focal displays

Why This Matters?

Our established relationship with the City of Kissimmee allows us to operate as an extension of your team rather than a new vendor. With proven performance, deep familiarity with City assets and properties, and a commitment to continuous improvement, we offer a seamless, low-risk, solution that ensures another successful holiday season while continuing to elevate the overall program.



WHCL working on Kissimmee Tree in 2024

WE HANG CHRISTMAS LIGHTS FL .COM

Tab 3 - Proposal Option 1 - Traditional Approach

RFP2026010 Holiday Lights

Submitted by:
We Hang Christmas Lights FL

Main Street Corridor





★ Wrapped Palms

WE HANG CHRISTMAS LIGHTS FL .COM

Monument of States





WE HANG CHRISTMAS LIGHTS FL .COM



Lakefront Park Area



- Sit on Moon Bench



- Stand on Angel Wing Photo Op

Broadway Corridor





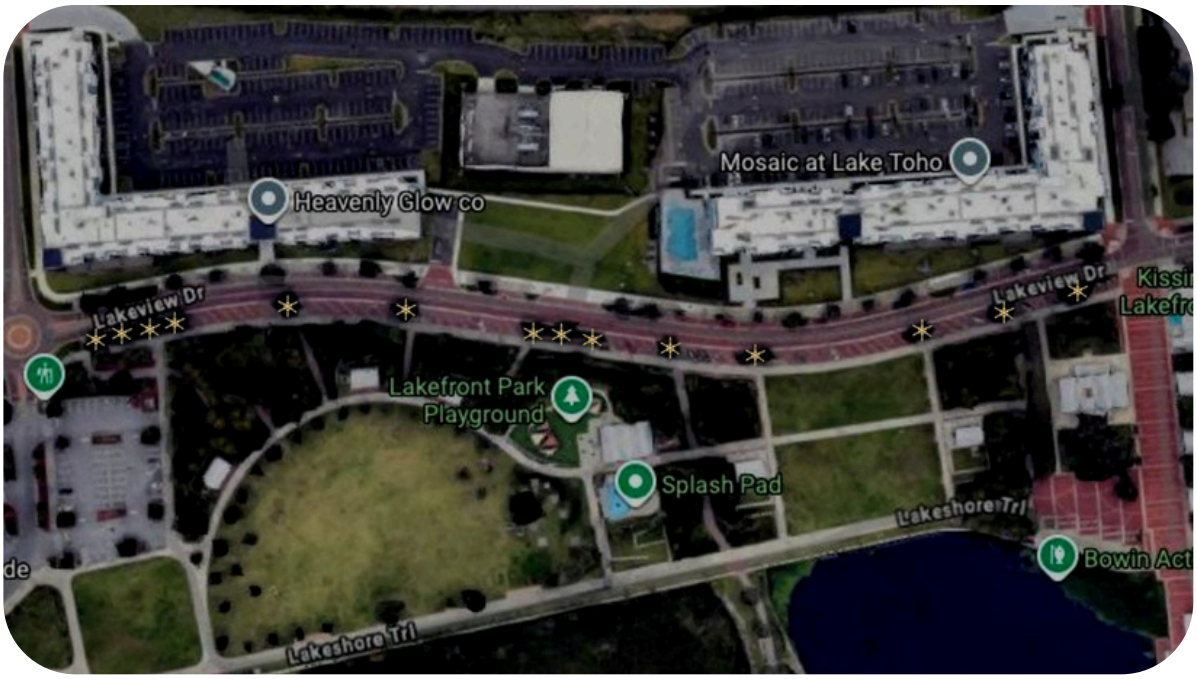
Welcome Center



WE HANG CHRISTMAS LIGHTS FL .COM

Lakeview Drive





WE HANG CHRISTMAS LIGHTS FL .COM

City Hall







We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

RECIPIENT:

City of Kissimmee CRA
101 Church Street
Kissimmee, Florida 34741
Phone: 321 624 6345

Quote #5411

Sent on _____

Total **$62,946.75**

Option 1: Similar Display

This proposal reflects a display closely aligned with the City of Kissimmee's 2025 installation. We have provided competitive pricing while incorporating the 2025 City Hall add-on and applying a bundled discount across the full scope. As a result, the overall budget is reduced compared to prior years, creating flexibility for the City to either incorporate additional enhancements based on desired elements or realize the cost savings.

Changes from 2025:
-Civic center (to be demolished): The roofline lights will be reallocated to wrapping the Berinksy house roofline. The mini lights would be put towards the 18 trees along Lakeview.
-Lights on 12 palms near courthouse will be put towards the 18 tree wraps along Lakeview. (Pending power)
-Changing 3D decor to Angel wing photo op and Moon Bench added to Ruby Plaza area.
-Majestic Candy Cane and Majestic Present to replace Heart and Ornament in center medians
-Additional small trees wrapped at City Hall

Areas to stay the same as 2025:
-Gateway Arch with curtain lights
-Palms wrapped down Main St
-Meteors hung in Oaks on Broadway
-Ruby Plaza palms/ crepte mrytles wrapped
-Monument of States with lights
-Pole Garland with bows along Broadway
-City Hall (all of this is leased product)
-Welcome Center Roofline and oak trees wrapped

Price includes install, maintenance, removal and storage

Product/Service	Description	Qty.	Unit Price	Total
Custom Archway	Lights strung on Gateway Arch -Golden with PURE WHITE twinkle lights wrapped around columns and arch -Includes 2 Pure White Flood lights to illuminate the Kissimmee middle portion with custom mounting bracket [CLIENT OWNED PRODUCT]	1	$7,000.00	$7,000.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Palm Trunk- Medium	Palm Trunk wrapped with 5mm LED Minis (GOLDEN TWINKLE) -Roughly 7 strands will be used- power run to closest light pole -Mainstreet: These palms are roughly every other palm tree down mainstreet, total of 24 palms [CLIENT OWNED PRODUCT]	24	$210.00	$5,040.00
Palm Trunk- Medium	[RUBY PARK PLAZA] Palm Trunk wrapped with 5mm LED Minis (GOLDEN TWINKLE) -Roughly 7 strands will be used -Ruby Park Plaza (the palms closest to the walking area), total of 17 palms [CLIENT OWNED PRODUCT]	17	$210.00	$3,570.00
Monument of States	Custom "Tree of Lights" on monument: We will string Pure White Twinkle lights from top to bottom $4000 -Located in front of the Berlinsky House [CLIENT OWNED PRODUCT]	1	$4,000.00	$4,000.00
				Optional
Tree Wrap- Semi Extensive	[LAKEVIEW OAKS] *New for 2026* Wrapping the trunk of tree plus some of the branches up with LED 5mm (GOLDEN TWINKLE) -We plan to use 17 strands to wrap all of the exposed branches -13 oak trees along Lakeview Dr between Ruby Ave to Beaumont Ave [CLIENT OWNED PRODUCT]	13	$425.00	$5,525.00
Berlinsky House	[BERLINSKY HOUSE] -2 palms located behind the Belinsky house wrapping in minis (GOLDEN TWINKLE) -Place RGBS on truck to lit up the fronds -*New for 2026: Entire roofline with warm white C9 bulbs* -Trunk wrap 2 oak trees infront of building with minis (GOLDEN TWINKLE) -Place RGBS on truck to light up tree canopy [CLIENT OWNED PRODUCT]	1	$2,120.00	$2,120.00*

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Tree- Crepe Myrtle	[LAKEVIEW DRIVE] Crepe Myrtle trunk wrapped using 5mm LED Minis (GOLDEN TWINKLE) -Roughly 7 strands will be used -18 crepe myrtes along lakeview dr [CLIENT OWNED PRODUCT]	18	$210.00	$3,780.00
Unlit pole garland	[BROADWAY] -40 poles, 2 strands per pole -every other pole along Broadway -Place Red/ Gold trim 18" bows on every other pole [CLIENT OWNED PRODUCT]	40	$140.00	$5,600.00
Meteors	[BROADWAY] Install 125 Meteors in oaks along main street medians -18 trees with 6-7 each tree [CLIENT OWNED PRODUCT]	125	$86.00	$10,750.00
Majestic Candy Cane Red - 6.3ft	[BROADWAY] H 6.3ft x W 7.22ft x D 0.98ft Majestic Candy Cane in red and white glittering garland. -Placed in grass median on Broadway	1	$2,000.00	$2,000.00
Majestic Giftbox - 6.5ft	[BROADWAY] H 6.56ft x W 5.9ft x D 0.98ft Majestic Giftbox in gold glittering garland. -Placed in grass median on Broadway	1	$2,000.00	$2,000.00
Angel Wings Decor	[RUBY PLAZA] Angel Wing Photo Op -Warm white LED strip lighting with step base to stand on Placed at Ruby Plaza ** NEW ITEM 2026 **	1	$4,000.00	$4,000.00
Moon Bench	[RUBY PLAZA] 10' 3D Moon Bench -Warm white lights with sitting bench -Placed at Ruby Plaza ** NEW ITEM 2026 **	1	$3,000.00	$3,000.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Welcome Station	[421 Broadway- Welcome Station} -Full roof line with c9 warm white lights -3 trees wrapped on side of building with Golden/twinkle mini lights	1	$1,600.00	$1,600.00
Tree Wrap- Semi Extensive	[CITY HALL] Wrapping the trunk of tree plus some of the branches up with LED 5mm Mini Lights (CHAMPAGNE: WARM WHITE WITH PURE WHITE TWINKLE) -Tree left of city hall will use roughly 25 strands -Tree on the right of city hall will use roughly 60 strands	85	$25.00	$2,125.00
28" Meteor Burst	[CITY HALL] 28" Meteor Burst (PURE WHITE) Cascading lights to look like a bursting star -Hung in a decorative manner in the oak trees on the left and right of city hall building	25	$110.00	$2,750.00
Wreath 72" LED with 24" Bow	[CITY HALL] 72" LED Lit Wreath with 24" Red/ Gold commercial grade 3d vinyl bow -Placed on upper brick area between the two windows (behind the American Flag)	1	$800.00	$800.00
Tree- Small	[CITY HALL] Small tree wrapped with 5mm LED Minis (CHAMPAGNE: WARM WHITE WITH PURE WHITE TWINKLE) -Includes trunk and top, the top will have roughly 1-2' spacing between strands -Roughly 7 strands will be used. -Cypress trees located in the planter beds in front of city hall and in the court yard 2026 ADD ON 4 ADDITIONAL TREES ALONG BACK OF COURTYARD	10	$210.00	$2,100.00
Spritzer 24" LED- Standing	[CITY HALL] 24" LED Spritzer placed on stakes at different heights in a decorative manner; Animated (WARM WHITE TWINKLE] -Will look like a bursting star floating at night time These will be placed in the landscape beds throughout the courtyard area	16	$130.00	$2,080.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Garland	[CITY HALL] LED Lit Warm White Commercial Grade Garland 9 ft by 14 in -Garland swagged from the overhang, includes 45' along the front and 65' along the right side. These will attach to the tops of each column. -We plan to use 15-18 strands	15	$150.00	$2,250.00
15" Bow	[CITY HALL] 15" Commercial grade 3D vinyl red and gold bow -Placed on each attachment point on the garland, we plan to have 9 points of attachment	9	$35.00	$315.00
Garland	[CITY HALL] LED Lit Commercial Grade Garland 9 ft by 14 in -Wrap the 5 poles in front of City Hall with garland, 2 strands per pole -Includes 18" bow at the top of the garland	5	$330.00	$1,650.00
Complimentary Maintenance Plan	Beginning the Monday after Thanksgiving, our team will conduct nighttime quality checks. Every three days, we will visit the property at night to inspect the display. During these visits we will: Fix any damaged lights, adjust garland/ bows, inspect power, and or address display as needed. This approach significantly reduces outages and ensures the display remains flawless throughout the season.	1	$0.00	$0.00

Subtotal	$74,055.00
Discount (15.0%)	- $11,108.25
Tax Exempt (0.0%)	$0.00
Total	$**62,946.75**

Signature: _____ **Date:** _____

Tab 4 - Proposal Option 2 - Customized Approach With Additions to Traditional Display

RFP2026010 Holiday Lights

Submitted by:
We Hang Christmas Lights FL

OPTION 2: DESIGN INTENT NARRATIVE

THE PROPOSED HOLIDAY DÉCOR CONCEPT IS DESIGNED TO ENHANCE THE CITY OF KISSIMMEE'S EXISTING TRADITIONAL HOLIDAY DISPLAY WHILE ADDING STRONGER VISUAL CONTINUITY, LARGER FOCAL POINTS, AND IMMERSIVE FAMILY-FRIENDLY EXPERIENCES THROUGHOUT THE DOWNTOWN AND LAKEFRONT AREAS. THE INTENT IS NOT TO REPLACE THE CITY'S CURRENT DÉCOR, BUT TO BUILD UPON IT WITH ADDITIONAL ILLUMINATED FEATURES THAT CREATE A MORE CONNECTED AND MEMORABLE HOLIDAY DESTINATION.

THE DESIGN BEGINS ALONG MAIN STREET WITH A COHESIVE SNOWFLAKE THEME, USING ILLUMINATED ARCHWAY ELEMENTS AND POLE DÉCOR TO ESTABLISH A CLEAR SEASONAL IDENTITY AS VISITORS ENTER THE DOWNTOWN CORRIDOR. THIS THEME CONTINUES THROUGH THE MEDIANS WITH LARGER PANDORA SNOWFLAKE DISPLAYS, CREATING STRONG FOCAL POINTS THAT ARE VISIBLE TO BOTH PEDESTRIANS AND VEHICLES. THE PURE WHITE SNOWFLAKE LIGHTING TIES THE STREETSCAPE TOGETHER AND CREATES A CLEAN, ELEGANT HOLIDAY LOOK THAT COMPLEMENTS KISSIMMEE'S EXISTING TRADITIONAL DÉCOR.

AS THE EXPERIENCE CONTINUES TOWARD THE LAKEFRONT AND LAKEVIEW AREA, THE CONCEPT TRANSITIONS INTO A MORE IMMERSIVE WALK-THROUGH ENVIRONMENT. THE PROPOSED RGB PIXEL FRAME, 50-FOOT COLOR-CHANGING C9 TUNNEL, ILLUMINATED GIFT BOXES, ORNAMENT DISPLAYS, AND ANGEL WING PHOTO OPPORTUNITY ARE INTENDED TO DRAW FAMILIES INTO THE PARK AND ENCOURAGE THEM TO WALK, EXPLORE, TAKE PHOTOS, AND SPEND MORE TIME WITHIN THE LAKEFRONT SETTING. THESE FEATURES CREATE A SEQUENCE OF INTERACTIVE MOMENTS RATHER THAN A DISPLAY THAT IS ONLY VIEWED FROM THE ROAD.

TREE LIGHTING ALSO HELPS STRENGTHEN THE ATMOSPHERE THROUGHOUT THE SITE. EXISTING PALMS CAN BE WRAPPED WITH WARM WHITE MINI LIGHTS AND ACCENTED WITH GREEN UPLIGHTING INTO THE CANOPY TO ADD HEIGHT, COLOR, AND DRAMA. SELECT OAK TREES CAN BE WRAPPED AT THE MAIN TRUNK AND LOWER PRIMARY BRANCHES, KEEPING THE INSTALLATION CLEAN AND REFINED WHILE ADDING WARMTH AND DEPTH TO THE NIGHTTIME ENVIRONMENT. TOGETHER, THESE ENHANCEMENTS CREATE A CONNECTED HOLIDAY EXPERIENCE FROM MAIN STREET TO THE LAKEFRONT. THE SNOWFLAKE THEME PROVIDES CONTINUITY ALONG THE ROADWAY AND MEDIANS, WHILE THE WALK-THROUGH AND PHOTO-OP DISPLAYS ACTIVATE THE PARK AND CREATE DESTINATION-STYLE MOMENTS FOR RESIDENTS, VISITORS, AND FAMILIES. THE FINAL RESULT IS A HOLIDAY DISPLAY THAT FEELS TRADITIONAL, MODERN, AND UNIQUELY SUITED FOR KISSIMMEE, HONORING THE CITY'S EXISTING DÉCOR WHILE EXPANDING IT INTO A MORE ENGAGING SEASONAL EXPERIENCE.

OPTION 2: ADDITIONS TO TRADITIONAL



Snowflake 2D Motiff Archway/Trimmed in C9 LED WW Lights

OPTION 2: ADDITIONS TO TRADITIONAL



Snowflake 2D Pole Decor



43

Pandora Snowflake In Broadway Median

OPTION 2: CUSTOMIZED APPROACH



44 Ruby Park Animated Meteors/Palm Floods/Angel Wings

OPTION 2: CUSTOMIZED APPROACH



Ruby Park/Lakeview Park Walk Through Area

OPTION 2: CUSTOMIZED APPROACH



Ruby Park/Lakeview Park Walk Through Area

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

RECIPIENT:

City of Kissimmee CRA
101 Church Street
Kissimmee, Florida 34741
Phone: 321 624 6345

Quote #5412

Sent on _____

Total **$87,766.75**

Option 2: Customized Approach

Changes from 2025:
-Civic center (to be demolished): The roofline lights will be reallocated to wrapping the Berinksy house roofline. The mini lights would put towards the 18 trees along Lakeview.

-Lights on 12 palms near courthouse will be put towards the 18 tree wraps along Lakeview as well.

-Gateway Arch - Proposed a snowflake theme with 2D motifs.

-Palms down Main St with additional pole decor to tie gateway arch to downtown corridor

-2D decor in medians changed to Pandora Snowflake to match the theme of archway and pole decor bringing the entire corridor from the archway to downtown together thematically.

-Walkthrough decor park off of Lakeview next to Ruby plaza. Two walkthrough tunnels and additional photo op pieces added to the green space.

Areas to stay the same as 2025:
-Meteors in Oaks on Broadway
-Ruby Plaza palms/ Crepe Myrtles
-Pole Garland along Broadway
-City Hall (all of this is leased product)
-Welcome Center

Price includes install, maintenance, removal and storage

Product/Service	Description	Qty.	Unit Price	Total
Custom Archway	[MAINSTREET] Lights strung on Gateway Arch -Snowflakes -Assorted sizes of snowflakes placed on Gateway Arch. -Line brick with lights and top metal portions	1	$12,000.00	$12,000.00
Palm Trunk- Medium	[MAINSTREET] Palm Trunk wrapped with 5mm LED Minis (GOLDEN TWINKLE) -Roughly 7 strands will be used- power run to closest light pole -Mainstreet: These palms are roughly every other palm tree down mainstreet [CLIENT OWNED PRODUCT]	24	$210.00	$5,040.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Pole Decor	[MAINSTREET] (NEW FOR 2026) 5.5' Pole decor installed on light poles along Main St -Every other pole, 20 on each side of Main St. Total of 40 Design: Proposed snowflakes. However the design is completely customizable.	40	$350.00	$14,000.00
Tree Wrap- Semi Extensive	[LAKEVIEW DRIVE] (NEW FOR 2026) Wrapping the trunk of tree plus some of the branches up with LED 5mm (GOLDEN TWINKLE) -We plan to use 17 strands to wrap all of the exposed branches -13 oak trees along Lakeview Dr between Ruby Ave to Beaumont Ave [CLIENT OWNED PRODUCT]	13	$425.00	$5,525.00
Tree- Crepe Myrtle	[LAKEVIEW DRIVE] Crepe Myrtle trunk wrapped using 5mm LED Minis (GOLDEN TWINKLE) -Roughly 7 strands will be used -18 crepe myrtes along lakeview dr [CLIENT OWNED PRODUCT]	18	$210.00	$3,780.00
Palm Trunk- Medium	[RUBY PARK PLAZA] Palm Trunk wrapped with 5mm LED Minis (GOLDEN TWINKLE) -Roughly 7 strands will be used -Ruby Park Plaza (the palms closest to the walking area) [CLIENT OWNED PRODUCT]	17	$210.00	$3,570.00
Angel Wing Decor Piece	[RUBY PARK PLAZA] (NEW FOR 2026) Angel Wing Photo Op -Warm white LED strip lighting with step base to stand on Placed at Ruby Plaza	1	$4,000.00	$4,000.00
Meteors On Aircraft Cable	[RUBY PARK PLAZA] (NEW FOR 2026) Strung in between the 4 sets of palms over walkway on aircraft cable 4 meteors per run for a total of 16 meteors	16	$275.00	$4,400.00
Monument of States	[BERLINSKY HOUSE] Custom "Tree of Lights" on monument: We will string Pure White Twinkle lights from top to bottom $4000 -Located in front of the Berlinsky House [CLIENT OWNED PRODUCT]	1	$4,000.00	$4,000.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Berlinsky House	[BERLINSKY HOUSE] -2 palms located behind the Belinsky house wrapping in minis (GOLDEN TWINKLE) -Place RGBS on truck to lit up the fronds -*New for 2026: Entire roofline with C9* -Trunk wrap 2 oak trees infront of building with minis (GOLDEN TWINKLE) [CLIENT OWNED PRODUCT]	1	$2,120.00	$2,120.00*
Unlit pole garland	[BROADWAY] -40 poles, 2 strands per pole -every other pole along Broadway -Place Red/ Gold trim 18" bows on every other pole [CLIENT OWNED PRODUCT]	40	$140.00	$5,600.00
Pandora Flake	[BROADWAY MEDIAN] (NEW FOR 2026) Snowflake with animated drip lights. 7.5'	4	$950.00	$3,800.00
Meteors	[BROADWAY] Install 125 Meteors in oaks along main street medians -18 trees with 6-7 each tree [CLIENT OWNED PRODUCT]	125	$86.00	$10,750.00
Tree Wrap- Semi Extensive	[CITY HALL] Wrapping the trunk of tree plus some of the branches up with LED 5mm Mini Lights (CHAMPAGNE: WARM WHITE WITH PURE WHITE TWINKLE) -Tree left of city hall will use roughly 25 strands -Tree on the right of city hall will use roughly 60 strands	85	$25.00	$2,125.00
28" Meteor Burst	[CITY HALL] 28" Meteor Burst (PURE WHITE) Cascading lights to look like a bursting star -Hung in a decorative manner in the oak trees on the left and right of city hall building	25	$110.00	$2,750.00
Wreath 72" LED with 24" Bow	[CITY HALL] 72" LED Lit Wreath with 24" Red/ Gold commercial grade 3d vinyl bow -Placed on upper brick area between the two windows (behind the American Flag)	1	$800.00	$800.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Tree- Small	[CITY HALL] Small tree wrapped with 5mm LED Minis (CHAMPAGNE: WARM WHITE WITH PURE WHITE TWINKLE) -Includes trunk and top, the top will have roughly 1-2' spacing between strands -Roughly 7 strands will be used. -Cypress trees located in the planter beds in front of city hall and in the court yard 2026 ADD ON 4 ADDITIONAL TREES ALONG BACK OF COURTYARD	10	$210.00	$2,100.00
Spritzer 24" LED- Standing	[CITY HALL] 24" LED Spritzer placed on stakes at different heights in a decorative manner; Animated -Will look like a bursting star floating at night time -RGB: We can set to a variety of settings and colors. These will be placed in the landscape beds throughout the courtyard area	16	$130.00	$2,080.00
Garland	[CITY HALL] LED Lit Commercial Grade Garland 9 ft by 14 in -Garland swagged from the overhang, includes 45' along the front and 65' along the right side. These will attach to the tops of each column. -We plan to use 15-18 strands	15	$150.00	$2,250.00
15" Bow	[CITY HALL] 15" Commercial grade 3D vinyl red and gold bow -Placed on each attachment point on the garland, we plan to have 9 points of attachment	9	$35.00	$315.00
Garland	[CITY HALL] LED Lit Commercial Grade Garland 9 ft by 14 in -Wrap the 5 poles in front of City Hall with garland, 2 strands per pole -Includes 18" bow at the top of the garland	5	$330.00	$1,650.00

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Walkthrough Path	[RUBY PARK PLAZA/LAKEVIEW DRIVE] This will line the pathway to create a fun walk through for families to enjoy: -3D Look out giftbox 10' -2D Colorful ornaments and presents: 3' and 4' (4 total) -50' Tunnel Lined with C9 RGB lights and flood lights to illuminate the ground -2D Enchanted Ornament 10'	1	$9,000.00	$9,000.00
Welcome Station	[421 Broadway - Welcome Station] -Full roof line with c9 warm white lights -3 trees wrapped on side of building with Golden/twinkle mini lights	1	$1,600.00	$1,600.00
Complimentary Maintenance Plan	Beginning the Monday after Thanksgiving, our team will conduct nighttime quality checks. Every three days, we will visit the property at night to inspect the display. During these visits we will: Fix any damaged lights, adjust garland/ bows, inspect power, and or address display as needed. This approach significantly reduces outages and ensures the display remains flawless throughout the season.	1	$0.00	$0.00

Subtotal	$103,255.00
Discount (15.0%)	- $15,488.25
Tax Exempt (0.0%)	$0.00
Total	**$87,766.75**

15% discount added for being a past client/ bundle decor discount

This quote is valid for the next 30 days, after which values may be subject to change.

****

Terms and Conditions:

We look forward to working with you! The document below outlines our terms and conditions.

Our service includes Design, Install, Maintenance, Removal and Storage for the products/ decor provided by us. We do not sell product unless it is listed as a permanent install on the quote. We LEASE/ rent out the products/ decor.

A deposit of 50% must be received before work will begin. The balance must be paid in full upon completion of the installation. Credit cards are required to be saved to your profile and this notice gives us authorization to run for the final

balance if payment is not received within 30 days after invoiced date. A penalty of 2% per month can be applied to all balances if not paid after 30 days of the invoice date.

We Hang Christmas Lights will be fully insured with the proper General Liability, Workers Comp, and Auto Policies during our term of this contract. We also carry a 2MM Umbrella Policy. Employees of We Hang Christmas Lights, will all be properly trained/ uniformed and in safety compliance with OSHA guidelines while on the property.

Customer acknowledges that We Hang Christmas Lights fills their schedule well in advance, and all cancellations will be charged 50% of the total cost. If a 3 year contract is agreed to, and the customer decides to terminate the contract in year 2 or 3, We Hang Christmas Lights has the right to charge up to a 15% buy out fee.

Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. Lights will be tested and left in working condition once installed. For commercial projects we do quality checks every 3 days after Thanksgiving, however if lights are out, we will need to be notified. We will have the issue resolved within 24-48 hours of notice.

We Hang Christmas Lights will cover all first offenses of theft, vandalism, destruction from animals or landscape company's negligence. If issues continually arise, we have the right to charge a service fee accordingly.

GFI outlets are DESIGNED to trip from moisture/rain. We do our best to prevent this, but some outlets/ breakers can be more sensitive than others. Customers are responsible for resetting GFIs. We ask our communities/ homeowners to turn the irrigation to run between 8 AM – 3PM or shut off certain zones during the season. We also ask for all customers to have the landscaping trimmed prior to install. We recommend sending an email to the landscapers to notify you will have holiday lights installed from October-January, so they can notify crews to be cautious.

We Hang Christmas Lights does our very best to attach lights/décor with temporary fasteners, however some areas will need permanent anchors put into place. Wreaths and any garland will need small anchors to be placed. Customer understands we begin installing lights as early as October 1st, they will not be turned on until mid November. Greenery will be installed starting November 1st.

If any of the provisions of this Contract are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Contract and shall not cause the remainder to be invalid or unenforceable. Neither of us will be liable to the other for indirect, incidental, special, punitive or exemplary damages that result from the performance or the failure to perform any duties under this agreement.

You hereby acknowledge and agree that in any and all events, our liability to you for any damages that you may incur as a result of our acts or omissions or negligence shall not exceed the greater of available insurance or the fee charged for the lease under this Agreement, determined as of the date on which such damages accrue.

Signature: _____ **Date:** _____

FLEXBILE DESIGNS

Collaborative Design Approach

- Our process is not one-size-fits-all — we work **closely with the City after award** to refine the final vision
- Focus is placed on **key areas and high-impact locations** first
- We provide **multiple options and alternatives** so the City can select what best fits:
  - The character of the community
  - Specific districts or corridors
  - Desired look and feel
- Décor can be **rotated, updated, or replaced** to keep displays looking fresh year after year

Leverage Existing Inventory

- Extensive inventory of décor already owned and maintained
- Ability to **reduce upfront costs** by utilizing existing elements where appropriate
- Faster deployment and replacement due to on-hand availability



WE HANG CHRISTMAS LIGHTS FL .COM

Tab 5 - Product & Enhancement Options

RFP2026010 Holiday Lights

Submitted by:
We Hang Christmas Lights FL

PRODUCT QUALITY

- We are committed to using only the highest-quality materials on every project. Our garland / wreaths are commercial-grade and among the thickest available on the market, offering superior durability and appearance



- While it may seem like a small detail, the quality of materials has a significant impact on the overall presentation and professionalism of the finished product.



Install Quality:

- We place a strong emphasis on attention to detail, ensuring elements like tree wraps are installed with consistent spacing and a uniform appearance. This level of precision creates a clean, polished look that enhances the overall quality of the display.



- We take pride in delivering installations that not only function properly, but also look exceptional from every angle.

WE HANG CHRISTMAS LIGHTS FL .COM

Manufacturer and Decor

To ensure the highest level of product quality and visual impact, we partner with FDS Seasonal Luminaries, an internationally recognized manufacturer of professional decorative lighting solutions.

Founded in 1987, FDS operates out of a state-of-the-art manufacturing network totaling over 1 million square feet across Greece and Bulgaria. Their extensive experience and global reputation are reflected in a comprehensive range of indoor and outdoor decorative lighting products designed to meet both aesthetic and performance demands.

FDS is known for its commitment to innovation, with award-winning designs recognized by leading industry institutions worldwide. Their products are engineered using advanced technology and high-quality materials, ensuring durability, reliability, and consistent performance in large-scale municipal and commercial installations.

By incorporating FDS-manufactured decor into our projects, we are able to deliver visually impactful, technically sound installations that meet the highest standards for safety, longevity, and overall presentation.



WE HANG CHRISTMAS LIGHTS FL .COM

FLEXBILE DESIGNS

Better Value Through Direct Sourcing

- We purchase décor **direct from manufacturers** due to the volume of inventory we procure each year
- This allows us to provide **significantly more competitive pricing** compared to standard retail or distributor-based sourcing
- These cost savings are **passed directly to the City**, allowing for a larger and more impactful display within budget

What This Means for the City

- **More décor for the same budget**
- **Greater flexibility in design decisions**
- **Ability to evolve the display over time**

A partner focused on **long-term success, not just a single design submission**



ADDITIONAL CONCEPTS





ADDITIONAL IDEAS









WE HANG CHRISTMAS LIGHTS FL .COM

ADDITIONAL IDEAS











WE HANG CHRISTMAS LIGHTS FL .COM

ADDITIONAL IDEAS











WE HANG CHRISTMAS LIGHTS FL .COM

Tab 6 - Required Forms & Closeout

RFP2026010 Holiday Lights

Submitted by:
We Hang Christmas Lights FL

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME**: The Iconic Group LLC DBA We Hang Christmas Lights
   Address of Principal Place of Business: 4280 Church St STE 1556
   City/State/Zip: Sanford, FL 32771
   Phone: 407 848 8014 Fax: _____
   Name of primary Contact: Connor Email: connor@wehangchristmaslights.com

2. **TYPE OF ORGANIZATION:**

   ___ Sole Proprietorship ___ Partnership ___Non-Profit

   ___Joint Venture _x_Corporation ___Other:_____ State of Formation: Florida Federal ID # 47-3020622 DUNS# 08-407-1738 (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:** Melissa Perri
   Phone: 407 501 7999 Fax: _____ Cell: _____

4. **INSURANCE COMPANY NAME:** The Insurance Gurus LLC
   Agent Contact: Bret Urban Phone: 770 627 3493

5. **EXPERIENCE:**
   A. Years in business: 11 years
   B. Years in business under this name: 11 years
   C. Years performing this type of work: 11 years

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

   Name of subcontractors to be utilized and type of work:

Name	**Type of Work**
N/A	

7. **ESTABLISHED PLACE OF BUSINESS:**
   4280 Church Street Suite 1556 Sanford, FL 32771

8. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: We Hang Christmas Lights

B. Address of local service center: 4280 Church Street Suite 1556 Sanford, FL 32771

C. County local service center is located in: Seminole

D. Contact: Connor Graham Telephone number: 407 848 8014

9. RECYCLED CONTENT:

A. Percentage of recycled material contained in the product: 100 %

B. Is your product packaged/shipped in material containing recycled content? Yes x No__

C. Is your product recyclable after it has reached its intended end use? Yes x No____

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: City of Orlando

Address: 400 South Orange Ave Orlando, FL 32801

Telephone No.: 407 246 3346 Fax No.:

Contact: Sherry Gutch, Director of Placemaking

E-mail: Sherry.Gutch@cityoforlando.net

Reference #2:

Name: Babcock Ranch

Address: 42891 Lake Babcock Drive, Punta Gorda, FL 33982

Telephone No.: 230 652 8001 Fax No.:

Contact: Bill Pinho, Director of Operations

E-mail: wpinho@ccmcnet.com

Reference #3:

Name: City of Clermont

Address: 685 West Montrose St Clermont, Fl 34711

Telephone No.: 352 708 5951 Fax No.:

Contact: Cory Cody

E-mail: ccody@clermontfl.org

Reference #4:

Name: City of Maitland

Address: 1827 Fennell St, Maitland, Fl 32751

Telephone No.: 407 539 6260 Fax No.:

Contact: Jeff Harris, Facilities Manager

E-mail: jaharris@itsmymaitland.com

EQUIPMENT LIST

The Bidder is to state below the major equipment items that are intended to be utilized for completion of the project activities. If the Bidder intends to lease or buy equipment, the type of equipment and lessor is to be noted:

	Type of Equipment	Model/Year	Manufacturer
1.	Bucket Truck	F550, 2017	Ford
2.	Truck	2500, 2020	Ram
3.	Truck	1500, 2019	Ram
4.	Trailer	Enclosed 14'	Direct Cargo
5.	Trailer	Enclosed 14'	Direct Cargo
6.			
7.			
8.			
9.			
10.			

	Leased Equipment Type	Lease Company Name
1.	Truck: Ram 1500	Barco
2.	Truck: Ram 1500	Barco
3.	Truck: Ram 1500	Barco
4.		
5.		

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****
RFP 2026010

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST (ANNUAL FEE)
1	Traditional decoration approach to cover the four service areas as noted above. Decorations should include a standard mix of tree wraps, wreaths, pole decorations, sculptures, etc.	$ 62,946.75
2	Include a pricing option to cover traditional approach plus recommended enhancements across Broadway Corridor (area 2) and Monument of States of Lakefront Park (area 3). This option could include a significantly increased number of lights, larger sculptural displays, or other recommendations as suggested by vendor.	$ 87,766.75

ACKNOWLEDGMENT OF ADDENDA NO.(S)_____ (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.
(initial)

CG We take exception to Specifications as follows:
(initial)

_____

_____

_____ (attach additional sheets, if necessary)

COMPANY NAME: We Hang Christmas Lights

COMPANY ADDRESS: 4280 Church Street Suite 1556 Sanford, FL 32771

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 4/29/2026

(signature)

Connor Graham, President

(typed name/title of signer)

EMAIL: connor@wehangchristmaslights.com

TELEPHONE NO.: (407) 848 8014 FAX NO.: (___)_____

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Connor Graham

Bidder's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida)
County of Osceola)

Before me on this 29 day of April 2026 personally appeared (print name) Connor graham being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) The Iconic group llc MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.

Qualification documentation attached.

Signature of Affiant

Connor Graham
Typed/Printed Name of Affiant

4280 Church St Ste 1058
Sanford, FL 32771
Address of Affiant

State of Florida)
County of Seminole)

Sworn to (or affirmed) and subscribed before me this 29 day of April 2026 by Melissa T Perri
(Signature of Notary Public-State of Florida)

Melissa T Perri
(Print, Type, or Stamp commissioned name of notary public) X personally known or
____ produced identification. Type of identification produced _____

Notary Public State of Florida
Melissa T Perri
My Commission HH 651140
Expires 3/13/2029

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joan Villar	
The Four Horsemen Agency LLC 4344 Southside Dr., STE A Acworth, GA 30101	PHONE (A/C, No, Ext): (770)627-3493	FAX (A/C, No):
	E-MAIL ADDRESS: COI@theinsurancegurus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CUMIS Specialty Insurance Company	
INSURED The Iconic Group LLC DBA: We Hang Christmas Lights 4280 Church St Sanford, FL 32771	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00002575-260210093746** **REVISION NUMBER: 28**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CSCU01-04046	02/20/2026	02/20/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JVV)

ACORD 25 (2025/12)

© 1988-2025 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Printed by JVV on 04/28/2026 07:31:30

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department PHONE: (727) 799-1229 FAX: E-MAIL ADDRESS: certs@frankcrum.com	
	INSURERS(S) AFFORDING COVERAGE	**NAIC#**
	INSURER A: **Frank Winston Crum Insurance Company**	**11600**
INSURED FrankCrum L/C/F The Iconic Group LLC doing business as We Hang Christmas Lights 100 South Missouri Avenue Clearwater, FL 33756	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1589773 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
	CLAIMS MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS-COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUE / OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 05/07/2023, coverage is for 100% of the employees of FrankCrum leased to The Iconic Group LLC dba We Hang Christmas Lights (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

City of Kissimmee/Downtown Kissimmee CRA
101 Church Streert
Kissimmee, FL 34741-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2016 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** James Raynor
State Farm James Raynor 4932 W Sr 46 Suite 1036 Sanford FL 327719243	**PHONE (A/C, No, Ext):** 407-330-5111 **FAX (A/C, No):** **E-MAIL ADDRESS:** james.a.raynor.eu56@statefarm.com
INSURED THE ICONIC GROUP DBA WE HANG CHRISTMAS LIGHTS Connor, Graham 4280 CHURCH ST STE 1556 SANFORD FL 327716923	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company / 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	P42 5167-D23-59B	04/23/2026	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



This form was system-generated on 04/07/2026 .

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

The Iconic Group LLC

2 Business name/disregarded entity name, if different from above.

DBA We Hang Christmas Lights

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

4280 Church St Suite 1556

6 City, state, and ZIP code

Sanford, Fl 32771

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

4	7	–	3	0	2	0	6	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Connor Graham **Date** 02/01/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Thank You

We appreciate the opportunity to present our design concepts and decor proposals for the City of Kissimmee. It is an honor to be considered in continuing to enhance the City's holiday experience and contributing to its reputation as a premier Central Florida destination.

We look forward to the opportunity to collaborate with the City in delivering immersive, high-impact holiday environments that engage residents, attract visitors, and elevate downtown Kissimmee's seasonal programming.

Our team remains committed to being responsive, flexible, and highly collaborative throughout every phase of planning and execution.
If there is interest in exploring additional design directions beyond those outlined in this proposal, we would be happy to develop custom concepts tailored specifically to the City's vision and goals.

We Hang Christmas Lights
4280 Church St STE 1556, Sanford, FL 32771
Connor Graham
Cell: (407) 848-8014 | connor@wehangchristmaslights.com

ITEM 8.B
Resolution Implementing Article III, Chapter 1, Section 6 of the City Charter

Request

Adoption of a resolution authorizing the City Clerk to administer the Lottery process for all municipal elections and transmit the certified results directly to the Osceola County Supervisor of Elections Office

Explanation

The City Charter, Article III, Chapter 1, Section 6, provides that the order of candidates' names on the ballot shall be determined by a lottery conducted by the City Clerk as set forth by resolution. The proposed resolution authorizes the certification of candidate lottery results by the City Clerk to be transmitted directly to the Osceola County Supervisor of Elections Office. The adoption of this resolution will improve administrative efficiency, reduce the need for special or additional City Commission meetings, and help ensure compliance with statutory deadlines for ballot preparation.

Recommendation

Commisison approval of the resolution

REQUESTED CITY COMMISSION ACTION:

Department: City Manager
Presenter:

Attachment(s):
1. (S) Resolution Implementing Article III Chapter 1 Section 6 of the City Charter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF KISSIMMEE, FLORIDA IMPLEMENTING ARTICLE III, CHAPTER 1, SECTION 6 OF THE CITY CHARTER REGARDING THE LOTTERY FOR DETERMINING THE ORDER OF CANDIDATES NAMES ON THE BALLOT; AUTHORIZING THE CITY CLERK TO ESTABLISH AND ADMINISTER THE LOTTERY PROCESS; PROVIDING FOR CERTIFICATION OF THE LOTTERY RESULTS; PROVIDING FOR TRANSMITTAL OF THE LOTTERY RESULTS TO THE OSCEOLA COUNTY SUPERVISOR OF ELECTIONS; PROVIDING CURRENT AND PROSPECTIVE APPLICABILITY FOR ALL MUNICIPAL ELECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Article III, Chapter 1, Section 6 of the City Charter provides that the order of the names of candidates for the offices of Mayor-Commissioner and City Commissioner shall be determined by a lottery conducted by the City Clerk as set forth by resolution; and

WHEREAS, the City Charter further provides that the City Clerk shall draw lots to determine the order in which candidates names shall appear on the ballot; and

WHEREAS, the City Commission finds it appropriate to implement the Charter provision by authorizing the City Clerk to establish, administer, and conduct the lottery required by the Charter and to certify the results thereof for all future municipal elections; and

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Recitals. The foregoing recitals hereby ratified and incorporated herein as legislative findings of the City Commission.

Section 2. Implementation of Charter Requirement. Pursuant to Article III, Chapter 1, Section 6 of the City Charter, the City Clerk shall conduct a lottery to determine the order of candidate's names appearing on the ballot for the offices of Mayor-Commissioner and City Commissioner in each municipal election.

Section 3. Authority. The City Clerk is hereby authorized and directed to establish, administrate, and conduct the lottery process as required by the Charter, including the scheduling of the lottery date, time, and location, providing notice thereof, conducting the drawing of lots, maintaining records of the lottery, and taking all actions necessary to facilitate this Charter requirement.

Section 4. Certification of Results. Upon completion of the lottery, the City Clerk shall certify the results of the drawing and the resulting ballot order of candidate names. The certification shall constitute the official determination of ballot order for the applicable municipal election.

Section 5. Transmittal to the Supervisor of Elections. The City Clerk shall promptly transmit the certified lottery results to the Osceola County Supervisor of Elections for placement of candidate names on the official ballot.

Section 6. Applicability. This Resolution shall govern the conduct of the lottery required by Article III, Chapter 1, Section 6 of the City Charter for the General Municipal Election in the City of Kissimmee to be held on August 18, 2026; the Run-off Election to be held on November 3, 2026, if necessary, and for all prospective municipal elections unless amended or repealed by subsequent resolution or superseding law.

Section 7. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED at a regular meeting of the City of Kissimmee Commission on the _____ day of June, 2026.

CITY OF KISSIMMEE

BY: _____
Mayor-Commissioner, Jackie Espinosa

ATTEST:

_____
City Clerk, Tameara Crespo

ITEM 8.C
Discussion and Direction Regarding Amendments to Temporary Sign Regulations

Request

Commissioner Janette Martinez has requested that the City Commission discuss potential revisions and/or amendments to the City's Sign Code pertaining to temporary signs during election periods.

Explanation

The City's temporary sign regulations are contained in Section 14-11-11 of the Land Development Code and were updated last year with Commission approval of the new sign ordinance. These regulations establish the standards for the placement, duration, and maintenance of temporary signs within the City. Commissioner Martinez has requested a discussion to review the current regulations pertaining to the number of temporary signs allowed per lot during elections in non-residential districts. Currently, the code limits non-residential properties to one temporary sign per lot at all times. The Commissioner would like the Commission to consider amending the Code to allow an unlimited number of temporary signs on non-residential lots during election periods, similar to what the Code allows for residential properties.

The following table illustrates the current code requirements:

	Number	Duration	Size	Height (Max.)	Location	Permit
YARD SIGNS: RESIDENTIAL 	An unlimited number of signs is allowed only during the period 90 days before and 30 days after elections held by the Osceola County Supervisor of Elections. Otherwise, 3 signs per lot at one time.	No sign may be displayed for more than 3 months. Properties offered for rent or sale may display the sign until the property is rented/sold, whichever is less. Active construction sites may display the sign for 18 months or until the certificate of occupancy is issued, whichever is less. See Section 106.1435, F. S. for the removal of political campaign advertisements.	6 sq. ft.	3 ft.	3 ft. minimum from property lines. Signs at active construction sites may also be attached to the construction fence.	Permit required **only** for signs at active construction sites
YARD SIGNS: NON-RESIDENTIAL 	1 sign per lot at one time		32 sq. ft. non-residential, mixed-use and multi-family districts	7 ft. non-residential, mixed-use and multi-family districts		

Recommendation

Staff requests Commission direction to amend the City's temporary sign regulations in Section 14-11-11 of the Land Development Code.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 8.D
Advisory Board Vacancies: Board of Adjustments

Request

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustments.

Explanation

Board of Adjustments member Rafael Lebron Rivera has resigned, resulting in a vacancy on the board. Attached are the pre-approved applications for commission consideration.

Recommendation

Appoint a new member to fill an open vacancy on the Board of Adjustments.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. (BOA) Applicant - Armando Nieves (City Resident)
2. (BOA) Applicant - Lillian Evans (City Resident)
3. (BOA) Applicant - Glennisha Bras (City Resident)
4. (BOA) Applicant - Marie Isidor (Maintains Business in the City)
5. (BOA) Applicant- Richard Herr (Maintains Business in the City)

Advisory Board Application

Submitted on	1 June 2026, 7:27PM
Receipt number	193
Related form version	12

Applicant Information

First Name	Armando
Last Name	Nieves
Street Address	2330 Pine Tree Ct
City	Kissimmee
State	FL
Zip Code	34744-2823
Phone	3214426524
Email	nieves90@hotmail.com
Name of Employer	Retired
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee

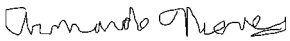
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Volunteer with my son over GKTW until 2015. After that, my schedule change to night shift and i was unable to continue.
Please list any special skills or certifications?	NCESS FE test Certification 14647EIT-PR. TUV Functional Safety Certification 17123/18. Valencia College Drafting Technology Certification Fully Bilingual (Spanish/English). Experience managing budget and schedule on attractions. Experience with safety procedures on construction sites.
Please attach your resume or proof of qualification and/or licenses.	Armando Nieves Resume.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	



Link to signature

2330 Pine Tree Ct
Kissimmee, FL 34744

Phone (321) 442-6524
E-mail: ansantos63@gmail.com

Armando Nieves

Objective

To obtain a position as Engineer in a dynamic environment, where I can be a change agent.

Experience

The Walt Disney World Co., Ride & Show Engineering – Orlando, FL

Sep '02 - Present

Staff Controls Engineer

Leader: Roland Bulnes

Job Responsibilities

- Job captain lead on technically complex projects & coordinate with teams.
- Responsible for enhancing, maintaining, long term obsolescence planning, and replacement of existing ride control systems
- Interface with project management, contractors, vendors, and maintenance, to coordinate implementation of design packages.
- Prepare scope of work and engineering estimates for projects. Design controls systems, drawings, specifications, and related documentation for Ride and Show Control Systems.
- Perform system analysis including simulation, sensitivity analysis, perform risk analysis, Failure Modes & Effects Analysis (FMLA), Fault Tree Analysis (FTA), and Hazard Analysis (HA).
- Perform work and/or direct the work of a designer, which involves schematics, wire list, assemblies, enclosure modification details, interconnect drawings, etc.
- Apply standard engineering techniques and ensure that assigned packages are in compliance with appropriate technical and regulatory codes
- Provide peer design reviews to ensure codes, standards, and design requirements are meet.
- Prepares and reviews equipment specifications, performs technical evaluation of vendor products and proposals.
- Provides production and installation supervision, and test & adjust support of control systems.
- Develop and Conduct Acceptance Test Procedures (ATP) on control systems.
- Assist in troubleshooting of existing Show/Ride control systems.

Achievements

BS in Electronic Engineering Technology University of Puerto Rico, Bayamon Campus
Graduation Date: July 1982 Specialization: DSP – Industrial /Digital Electronics
Completed a BS in Civil Engineering (1993) – Caribbean University of Puerto Rico
Completed a AutoCAD Certification (2006) Valencia Community College, Orlando Fl
Passed the NCESS FE test Certification 14647EIT-PR.
Passed the TUV Functional Safety Certification 17123/18.

Skills

Personal: Fluent in Spanish and English. Excellent team player and fast learner. Ability to work under pressure. Effective leadership, good initiative and assertiveness. Well organized, responsible and dynamic.

Seminars

UL 508A Industrial Control Panel & Short Circuit Seminar – Underwriters Laboratories
Complete Automation-ControlNET, Micrologix 1200, and Guardlogix hands-on training
Allen-Bradley PLC Seminar – Allen-Bradley and Rexel Electric
Allen-Bradley Safety Relays Seminar – Allen-Bradley and Rexel Electric
Allen-Bradley Variable Frequency Drives Seminar – Allen-Bradley and Rexel ElectricSiemens
PLC Hardware, Software and VFD Seminar – Siemens

Advisory Board Application

Submitted on	23 May 2026, 2:26PM
Receipt number	190
Related form version	12

Applicant Information

First Name	Lillian
Last Name	Evans
Street Address	1715 sunny st
City	Kissimmee
State	Fla
Zip Code	34741
Phone	3217462043
Email	catlovrs41@aol.com
Name of Employer	Retired
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Lillian affordable services
Work Address	1715 sunny st
Type of Business	Retail
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Lillian affordable service

Street Address of Business Owned/Operated by Applicant	1715 sunny st
City of Business Owned/Operated by Applicant	Lillian evans
State of Business Owned/Operated by Applicant	Fla
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Board of Adjustment Civilian Police Oversight Board Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	Like coos
Why do you think you are a good fit for the Civilian Police Oversight Board?	Wanna make sure everything is going right
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	None
Please list any special skills or certifications?	I can investigate very well
Please attach your resume or proof of qualification and/or licenses.	IMG_3447.jpeg

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	



Link to signature

Advisory Board Application

Submitted on	4 November 2025, 9:57AM
Receipt number	132
Related form version	12

Applicant Information

First Name	Glennisha
Last Name	Bras
Street Address	2410 Braemar drive
City	Kissimmee
State	Florida
Zip Code	34743
Phone	6892789215
Email	glennishabras@gmail.com
Name of Employer	Corix
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

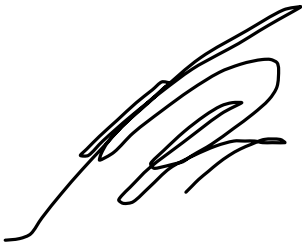
Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Board of Adjustment Civilian Police Oversight Board Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	I want to serve on the Civilian Police Oversight Board because I believe effective oversight is not about opposition,it's about partnership and accountability that benefit both law enforcement and the community.
Why do you think you are a good fit for the Civilian Police Oversight Board?	I believe I'm a strong fit for the Civilian Police Oversight Board because I bring both leadership experience and a balanced perspective rooted in fairness, accountability, and community trust.
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	While I have not yet served on an official board, I have been actively involved in community-focused activities that reflect my commitment to public service and accountability. My experience includes: • Community Outreach & Advocacy: Volunteering with local initiatives that support families, education, and youth development. • School and Parent Engagement: Assisting with homeschool and parent-led educational programs to promote equitable learning opportunities for children. • Public Safety & Civic Involvement: Participating in community discussions related to safety, fairness, and strengthening trust between residents and public institutions. • Faith and Service Projects: Supporting local faith-based events and community service drives focused on helping families in need. These experiences have given me a strong foundation in listening to diverse perspectives, understanding community concerns, and working collaboratively toward fair and constructive solutions,qualities that align closely with the mission of the Civilian Police Oversight Board.
Please list any special skills or certifications?	• Strong analytical and problem-solving skills developed through professional experience in billing and data review at Corix Water Group • Skilled in researching, interpreting, and presenting information clearly to support fact-based decision-making • Excellent communication and interpersonal skills, with experience facilitating discussions and resolving concerns respectfully and effectively • Proficient in Microsoft Office Suite (Word, Excel, PowerPoint) and data management systems • Currently completing training in Python programming to enhance data analysis and reporting capabilities • Experienced in community engagement, homeschooling advocacy, and educational program coordination • Ordained minister and wedding officiant, demonstrating leadership,

	ethical standards, and strong community trust • Committed to fairness, transparency, and equity in public service
Please attach your resume or proof of qualification and/or licenses.	GLENNISHA BRAS Resume Oct 2025.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	Native Hawaiian or other Pacific Islander
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

GLENNISHA BRAS

Orlando, FL 32837 | 689-278-9215 | Glennishabras@gmail.com

PROSPECTIVE TECHNICIAN & TECHNOLOGIST

CAREER PROFILE

AWS Certified Cloud Practitioner with an understanding of cloud infrastructure, cost management and AWS core services (EC2, IAM, RDS and CloudWatch). Skilled in supporting cloud based- operations, analyzing usage and billing data, properly maintaining functions in compliance with standards. Experienced in defect analysis, radiology, pathology, and pharmacy operations, with a deep understanding of EPIC and Meditech software. Adept at collaborating within cross-functional teams and committed to continuous learning to stay current with emerging technologies.

AREAS OF EXPERTISE

- Technical Support
- Domain Knowledge
- Cost Optimization
- Salesforce System Proficiency
- Billing and Coding
- Power BI/Excel/SQL
- Troubleshooting
- .NET Framework
- Microsoft Office Suite
- Financial Reporting
- Creative Problem-Solving
- Training and Onboarding
- Defect Analysis and Resolution
- Inventory Management
- Past Due Account Management
- Monitoring and Analyzing Processes
- Vendor Accounts Reconciliation
- Project Improvement/Coordination

SUMMARY OF CORE QUALIFICATIONS

→ Effective communicator to assure clear collaboration with team members, clients, and end-users.
→ Proficient in providing technical support, troubleshooting software and hardware issues, and resolving customer problems.
→ Skilled in identifying issues in software or systems and implementing solutions to resolve them efficiently.
→ Known for meticulous attention to detail, critical for ensuring accuracy in coding, billing, and software development.
→ Passionate for problem-solving, including troubleshooting technical issues and optimizing processes.
→ Experience in team leadership and employee training, with the ability to mentor new team members effectively.
→ Capability to monitor and analyze data, enabling the development of more efficient procedures and resource utilization.
→ Familiarity with specific software tools like EPIC, IMBS, Workspace, Salesforce, and Microsoft Office applications.

PROFESSIONAL EXPERIENCE

Corix Water Group | Orlando, FL
Billing Specialist | March 2023 – October 2025

- Reviewed and resolved billing exceptions, ensuring compliance with contract standards.
- Analyzed tariff rate changes and implemented necessary adjustments to ensure accurate billing.
- Internal efficiency projects aligned with FinOps(Cloud Financial Operations).
- Managed electronic payment processing and handled misapplied payments to maintain financial accuracy.

PhyCARE Solutions | Orlando, FL
A/R Specialist | January 2021 – March 2023

- Investigate and resolve discrepancies, and appeals related to patient accounts, ensuring accurate billing and payment processing.
- Daily review of follow-up reports, striving to achieve established goals, and promptly notifying the Manager of any obstacles hindering goal attainment.
- Address daily correspondence, including denials and underpayments, promptly and effectively to rectify patient account issues.
- Initiate billing processes, assign appropriate follow-up actions, and send bills to insurance payers, ensuring timely claims processing.
- Analyze rejected and outstanding claims, identify error codes, and correct and resubmit denied claims to maximize revenue recovery.
- Process administrative and medical appeals, refunds, reinstatements, and insurance claim rejections to maintain accurate financial records.

Guardian Pharmacy LLC | Orlando, FL

Cross Functional-Reimbursement Specialist | January 2018 – January 2021

- Conduct analysis of EDI transactions, document and reports to ensure service level requirements are continually met with satisfaction.
- Maintain working EMR access for navigation and basic troubleshooting.
- Successfully conducts initial testing files for all on boarding.
- Maintained accurate and organized records, perform routine closings, and monitor transaction updates throughout each quarter.
- Ensured invoices are processed efficiently and payments are received promptly by managing interactions with insurance companies.
- Maintained high standards of billing accuracy to prevent errors and delays in payment processing.

DaVita Rx LLC | Orlando, FL

Inventory & Data Management Specialist | February 2016 – February 2018

- Train new employees in the use of Salesforce systems, oversee onboarding processes, and assess trainee competence.
- Improved inventory processes to balance supply needs within budget and space constraints.
- Monitored operational systems and troubleshooting issues by inputting commands to ensure smooth workflow.
- Analyzed departmental work processes to develop more efficient procedures and resource utilization while maintaining high accuracy levels.
- Led and supported team members, fostering cohesive groups and enhancing operational performance.
- Identified opportunities to streamline operations, increase efficiency, and optimize resource allocation.

Rotech Healthcare | Orlando, FL

Billing Specialist | January 2014 – January 2016

- Efficiently processed and managed rejections and denials of insurance claims, ensuring proper resolution.
- Provided training and mentorship to new team members in IMBS and educated managers on accounts payable systems and policies.
- Collaborated effectively with medical payers such as Medicare, Medicaid, and commercial insurances to secure timely and accurate payments.
- Utilized IMBS, Workspace, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint to perform billing and financial tasks.
- Built cohesive teams through effective mentoring and training, promoting operational excellence.
- Maintained a high level of financial accuracy in accounts payable processes to ensure compliance and financial stability.

PROJECTS

New Patient Database Design:

- Created a new patient database for a doctor's office using an existing manual medical data form to collect medical information.
- Created conceptual and logical data models using MS Visio and performed database normalization.
- Managed and documented the conceptual and logical design process.

Financial Projection and Analysis in Excel:

- Developed a detailed financial projection worksheet for the next six years based on provided assumptions.
- Conducted a goal-seek analysis to achieve a Year 6 net income target of $4,000,000.
- Provided a visual representation of the data for easier decision-making.

CERTIFICATIONS

Cloud Practitioner Essentials Certification | AWS November 2022

REFERENCES

Available upon Request

Advisory Board Application

Submitted on	23 May 2026, 1:11AM
Receipt number	189
Related form version	12

Applicant Information

First Name	Marie
Last Name	Isidor
Street Address	317N Randolph Ave
City	Kissimmee
State	FL
Zip Code	34741
Phone	3023109862
Email	paolaisidor86@gmail.com
Name of Employer	Family Empowerment Church
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Family Empowerment
Work Address	317N Randolph Ave
Type of Business	Church
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Family Empowerment

Street Address of Business Owned/Operated by Applicant	317N Randolph Ave
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Community Outreach Feeding the homeless,the single Mother, Community Impact
Please list any special skills or certifications?	Class of government 2026
Please attach your resume or proof of qualification and/or licenses.	Marie_Isidor_Resume_260114_105438.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	



Link to signature

MI

Marie Isidor

Kissimmee, FL 34741 3023109862 paolaisidor86@gmail.com

SUMMARY

Healthcare professional, and pastor, I am highly organized, detail-oriented professional with excellent interpersonal communication and creative thinking skills. Gifted with the ability to talk, convince , counsel, analyze social issues, good liaison with clients partners residents, outreach coordinator well represented.

HIGHLIGHTS

- Adaptability
- Leadership
- Good Communication
- Problem Solving
- Teamwork Skills

EXPERIENCE

SENIOR PASTOR

10/2023 to CURRENT

Faith Family Outreach | Kissimmee, FL

- Clinic Coordinator
-Liaison management
-Monitoring & Evaluation
-Caregivers supervisor
-Resident recruitment
-Outreach Coordinator

HEALTHCARE PROJECT COORDINATOR

01/2025 to 12/2025

Benefits Healthcare Solutions | Orlando, FL

- Pasturing church members;
- Counseling;
- Preaching and teaching.

HEALTHCARE PROJECT COORDINATOR

01/2025 to 12/2025

Benefits Healthcare Solutions | Orlando, FL

- Pasturing church members;
- Counseling;
- Preaching and teaching.

EDUCATION

Licence | Nursing License

Bon Samaritan School of Nursing , Haiti

GPA: Graduated with honor (Laureat)

Associate of Science | Registered Nurse *10/2021*

Med-Life Institute , Kissimmee, FL

Advisory Board Application

Submitted on	4 May 2026, 10:39PM
Receipt number	183
Related form version	12

Applicant Information

First Name	Richard
Last Name	Herr
Street Address	4499 south orange blossom trail
City	Kissimmee
State	Fl
Zip Code	34746
Phone	4074142660
Email	info@osceolaresponseteam.org
Name of Employer	Osceola response team
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Osceola response team
Work Address	1000 mann st
Type of Business	Non profit
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Osceola response team

Street Address of Business Owned/Operated by Applicant	1000 mann st
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	Florida
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Board of Adjustment Civilian Police Oversight Board Parks & Recreation Advisory Board Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	I have my own private investigating agency
Why do you think you are a good fit for the Civilian Police Oversight Board?	I haven't been to law-enforcement lifestyle
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Osceola Response team I have been onto homeowners association boards
Please list any special skills or certifications?	I Cert program Osceola County Search rescue training US bill department FEMA disaster response, Nems certification FEMA animals and distress Department of children and families Bachelors degree in criminal law
Please attach your resume or proof of qualification and/or licenses.	IMG_2284.png IMG_2285.png IMG_2286.png IMG_2281.png IMG_2288.jpeg IMG_2291.jpeg IMG_2280.png IMG_2290.jpeg IMG_2293.jpeg IMG_2282.png IMG_2287.png

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature