



**COMMISSION AGENDA
SESSION OF THE CITY COMMISSION TO BE HELD AT THE
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 18, 2021
6:00 PM**

**PUBLIC ACCESS AND PARTICIPATION AVAILABLE IN-PERSON* OR VIA
COMMUNICATIONS MEDIA TECHNOLOGY (CMT) INSTRUCTIONS AT
WWW.KISSIMMEERESPONDS.COM/PUBLICMEETINGS**

IN-PERSON ACCESS LIMITED TO SOCIALLY DISTANCED OCCUPANCY LOAD

**TO SEND PUBLIC COMMENT PRIOR TO THE MEETING SEND TO
CITYCLERKEMAIL@KISSIMMEE.GOV
OR CALL 407-518-2308 FOR ASSISTANCE**

1. MEETING CALLED TO ORDER

“As a courtesy to others, please silence all electronic devices during the meeting.”

“Citizens desiring to speak under Hear Audience shall submit a request form for the City Clerk prior to the meeting. Forms are available at the door or from the City Clerk.”

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A EMPLOYEE OF THE MONTH FOR MAY - YOLANDA HAZLEY

That the City Commission join the City Manager in recognizing Yolanda Hazley, Development Services, as May's Employee of the Month.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

**4.A PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-06
ESTABLISHING A CITIZENS' POLICE REVIEW BOARD**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
KISSIMMEE, FLORIDA, TITLE II, ADMINISTRATION, CHAPTER 2-3, BOARDS AND**

**COMMISSIONS, ESTABLISHING A CITIZENS' POLICE REVIEW BOARD;
REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN
EFFECTIVE DATE**

Approval of the First Reading of Proposed Ordinance 21-06.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

"ANYTHING REQUIRING A VOTE WILL BE HEARD AT A LATER TIME"

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the Revised April 20, 2021 Commission Minutes.

7.B APPROVAL TO PURCHASE A REPLACEMENT SIGN TRUCK FOR THE PUBLIC WORKS TRAFFIC ENGINEERING DIVISION

Approval to purchase a replacement sign truck for the Public Works Traffic Engineering Division via the Florida Sheriff's Association Contract.

7.C ACCEPTANCE OF A PUBLIC TRANSPORTATION GRANT AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION BY RESOLUTION FOR AN AIRFIELD PAVEMENT MARKINGS PROJECT

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from Florida Department of Transportation (FDOT) for an airfield pavement markings project.

7.D AUTHORIZATION TO EXTEND AND EXECUTE CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR SCHOOL CROSSING GUARD MANAGEMENT SERVICES THROUGHOUT THE CITY OF KISSIMMEE FOR THE 2021-2022 SCHOOL YEAR

Authorization to extend and execute the current contract, in the total amount of \$518,966.88, with All City Management Services for the new 2021-2022 school year.

7.E BUDGET ADJUSTMENT TO THE POLICE SPECIAL OPERATIONS DIVISION'S OVERTIME ACCOUNT

Approval to increase revenues along with the Police Special Operations division's overtime account in the amount of \$9,015 to account for the reimbursement of overtime incurred as part of the High Intensity Drug Trafficking Area (HIDTA) Task Force.

7.F DISPOSAL OF CITY ASSETS

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

7.G AWARD FOR THE CONSTRUCTION OF BUEN VECINO APARTMENTS - OSCEOLA COUNCIL ON AGING

Execute a funding commitment letter to Osceola Council on Aging in the amount of \$500,000 in support the construction of the Buen Vecino Apartments.

7.H CHANGE ORDER FOR LEGAL SERVICES FOR THE WEST OAK STREET WIDENING AND INTERSECTION IMPROVEMENTS PROJECT AT JOHN YOUNG PARKWAY.

Approval to increase the purchase order in the amount associated with legal services, by \$280,000 for the West Oak Street Widening Project at John Young Parkway.

7.I ASTON SQUARE - FINAL PLAT (DRC#20-00036)

City Commission approval of the final plat known as Aston Square.

7.J AWARD OF THE DESIGN SERVICES CONTRACT FOR THE TRAFFIC SIGNAL AT THE BALL PARK ROAD AND DYER BOULEVARD INTERSECTION TO T.Y. LIN INTERNATIONAL

Approval to award the design services contract for the traffic signal at the Ball Park Road and Dyer Boulevard Intersection to T.Y. Lin International in the amount of \$78,328.00.

8. DISCUSSION ITEMS

8.A PRESENTATION OF THE CITY OF KISSIMMEE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY AND VINE STREET COMMUNITY REDEVELOPMENT AGENCY 2020 ANNUAL REPORT

Presentation of the Downtown Kissimmee Community Redevelopment Agency and Vine Street Community Redevelopment Agency 2020 Annual Report.

8.B ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS AND VACANCIES FOR PARKS AND RECREATION AND BOARD OF ADJUSTMENT

Commission requested to appoint two replacements to fill the vacancy on the Parks and Recreation Advisory Board and Board of Adjustment as well as reappointments or replacements to fill annual Board terms expiring May 31, 2021.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

IN ACCORDANCE WITH FLORIDA STATUTES 286.0105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED 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 STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK AT 407-518-2308 OR VIA EMAIL AT CITYCLERKEMAIL@KISSIMMEE.GOV, PRIOR TO THE MEETING (FS 286.26).

ITEM 3.A

EMPLOYEE OF THE MONTH FOR MAY - YOLANDA HAZLEY

Request

That the City Commission join the City Manager in recognizing Yolanda Hazley, Development Services, as May's Employee of the Month.

Explanation

The City is honored to announce the Employee of the Month for May, Yolanda Hazley, Development Services. Yolanda has been with the City over 13 years and was promoted to Planning Technician about 1 ½ years ago.

Yolanda is the face and voice of Development Services Planning section as she is usually the public's first point of contact. With the pandemic and limited face-to-face interaction, she has delivered more than the usual customer service with her guidance and solace to citizens in need of assistance, and just being someone they can talk to as they are guided through the process.

Yolanda works closely with the Development Review Committee and its applicants; she processes fees and confirms zoning districts, general uses of properties and ownership authorizations. Her customers appreciate her service and frequently comment – one wrote that Yolanda was “extremely personable, resourceful, kind, professional and polite.”

Yolanda sets the bar high with her professionalism and friendliness. Her willingness to assist is appreciated by her department and her customers. For this, and more, the City is pleased to recognize her.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-06 ESTABLISHING A CITIZENS' POLICE REVIEW BOARD

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE II, ADMINISTRATION, CHAPTER 2-3, BOARDS AND COMMISSIONS, ESTABLISHING A CITIZENS' POLICE REVIEW BOARD; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of Proposed Ordinance 21-06.

Explanation

Although the City has received very little public request concerning the creation of a Citizens' Review Board, the Kissimmee Police Department would like to remain on the forefront with regard to agency transparency. The creation of this Board will allow another avenue for public inspection of Police Department practices involving police interactions with citizens. The Board will have the ability to review and provide input on Agency protocol with regard to situations that require a Response to Resistance (Use of Force), Citizen Complaints, Internal Affairs, and other high liability areas of law enforcement. This Board also facilitates an opportunity for our community representatives to have direct input with the Chief of Police and Executive Staff on current issues to further foster those relationships and continue to build trust between the community and the police department.

Once the creation of the Board is approved by the Commission, the Chief of Police and City Manager shall implement a City Policy which will govern the board and will include Board membership requirements, administrative procedures, investigative review processes and reporting.

Recommendation

Staff recommends approval of the first reading of the ordinance creating the Citizens' Review Board.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Jeffrey Odell

Attachment(s):

1. Advertisement - Prop Ord 21-06 Police Citizen Review Board (Gazette 5-13)REVISED
2. Citizens' Police Review Board Ordinance. Final

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, May 18, 2021 at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, June 1, 2021 at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates. For instructions to participate remotely, visit the City website at www.kissimmeeresponds.com/publicmeetings.

PROPOSED ORDINANCE #21-06

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE II, ADMINISTRATION, CHAPTER 2-3, BOARDS AND COMMISSIONS, ESTABLISHING A CITIZENS' POLICE REVIEW BOARD; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).

PROPOSED ORDINANCE NO. 21-____
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE II, ADMINISTRATION, CHAPTER 2-3, BOARDS AND COMMISSIONS, ESTABLISHING A CITIZENS' POLICE REVIEW BOARD; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Chapter 2-3, of the Code of Ordinances of the City of Kissimmee, Florida, titled, Boards and Commissions, is hereby amended by adding a section titled "Citizens Police Review Board, which shall read as follows:

Citizens' Police Review Board

(A) *Composition and terms.*

(1) *Membership.* There is hereby a Citizens' Police Review Board (hereinafter referred to as "Board" in this Section). It shall consist of a minimum of five and a maximum of seven members depending upon community interest appointed by the City Manager and subject to confirmation by a majority vote of the City Commission.

- a) *Residency, work, or property requirement.* Each member shall either reside, work, or own property in the City of Kissimmee.
- b) *Diversity requirement.* To the extent possible, the membership of the Board shall reflect the racial, ethnic, and cultural diverseness of the City of Kissimmee.
- c) *Candidacy for or election to office.* Members shall resign from the Board upon qualification as a candidate for elective office and shall not be a sitting elected official.

(2) *Terms.* Of the members first appointed, three shall be appointed for two years, and two for one year. Thereafter, all appointments to the Board shall be for two years, beginning on June 1 and ending on May 31 of the expiring term year. Members shall not serve more than three (3) consecutive two-year terms.

(3) *Vacancies.* Any vacancy in membership shall be filled for the unexpired term by the City Manager and subject to confirmation by a majority vote of the City Commission.

(4) *Compensation.* Members of the Board shall receive no salaries or fees for service on the Board but may receive actual and necessary expenses incurred in the performance of their duties of office.

(B) *Organization and meetings.*

(1) *Quorum.* A majority of the Board members shall constitute a quorum for the transaction of business. At least a majority of the quorum is required to take action on an agenda item.

(2) *Officers.* The Board shall elect a Chairperson and Vice Chairperson from amongst its members at the first regular meeting of the Board. The term of the Chairperson and Vice Chairperson shall be one year with eligibility for reelection. Subsequent elections shall be held at the first regular meeting after expiration of the officer's term. No member shall serve more than two consecutive years as Chairperson or Vice Chairperson. In absence of the Chairperson, the Vice Chairperson shall preside and have the same powers and duties.

(3) *Rules.* All actions of the Board shall be in accordance with applicable law to include but not limited to, the Florida Public Records Law, Florida Government in the Sunshine Law, and the Law Enforcement Offices Bill of Rights. The Board shall follow City Policy 903 titled "Citizens' Police Review Board." All meetings of the Board shall be open to the public and held after reasonable public notice. In the absence of a specific rule in this Section or City Policy 903, the current edition of *Roberts Rules of Order Newly Revised* shall be followed in conducting the official business of the Board. The Board shall prepare minutes for all Board meetings and keep a record of its resolutions, findings and recommendations, attendance and voting records of its members, all of which shall be public record. The Board shall meet monthly on a date to be determined by the City Manager's Office.

(C) *Powers and duties.*

(1) *Advisor to Chief of Police.* The Board shall be advisory to the Chief of Police who shall always remain in command of the Kissimmee Police Department.

(2) *Review of complaints and investigations.* The Board shall review citizen complaints, and departmental investigations conducted thereof, in the following instances:

- a) Use of deadly force;
- b) Alleged use of excessive force;
- c) Abuse of power;
- d) Any instances wherein police action results in death or serious bodily injury;
- e) Any complaint referred to the Board by any City Commissioner, the City Manager or the Chief of Police;
- f) Any citizen complaint that results in an internal investigation; and
- g) Any complaint dealing with an improper demeanor allegation.

(3) *Review of Police Department rules.* The Board shall review policies, procedures, rules, regulations, general, or special orders pertaining to the use of force and police conduct toward the citizenry.

(4) *Reports.* Following the review process as set forth in subsections (2) and (3) above, the Board shall submit a written report to the Chief of Police. The report shall state with specificity the grounds for such recommendation. The report shall be signed by the Chairperson and be reflective of the majority of the Board. Any written dissenting opinions or recommendations shall be signed and forwarded with the majority report.

Said written report may contain any of the following:

- a) A recommendation for approval.
- b) A recommendation for disapproval.
- c) A recommendation for modification or amendment.
- d) A recommendation for additional information, additional investigation, or re-investigation.

SECTION 2. Chapter 2-3 of the Code of Ordinances of the City of Kissimmee, titled, Boards and Commissions, is hereby amended to read as follows:

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

Section 2-3-3 City Attorney as Legal Advisor; ~~Appeals from Opinions of Attorney.~~

The City Attorney or his or her designee is hereby designated as the legal advisor to all boards and commissions of the city, except for the Code Enforcement Board-Citizens' Police Review Board. and All legal opinions given by the City Attorney-legal advisor of the board or commission shall be accepted and followed by the board to or for which the opinion is given.

SECTION 3. All Ordinances in conflict herewith are hereby repealed.

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

SECTION 5. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 6. This Ordinance shall take effect immediately upon its passage.

Commissioner _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Commissioner _____ and upon roll call on the motion the vote was as follows:

AYES:

NAYS:

Said motion having been duly carried, thereupon, _____, declared said Ordinance duly passed and adopted this _____ day of _____, 2021.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

ITEM 7.A

COMMISSION MINUTES APPROVAL

Request

Request Commission approval of the Revised April 20, 2021 Commission Minutes.

Explanation

Minutes of the Commission meeting held on April 20, 2021 were presented to the Commission for approval on May 4, 2021. Commissioner Alvarez requested comments he made be revised after the agenda was published and those revisions were distributed at the meeting as an exhibit. At the conclusion of the meeting Commissioner Alvarez requested an additional update, therefore staff is bringing the April 20, 2021 Minutes back to the Commission for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. REVISED Commission Minutes - April 20 2021



(REVISED) MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, APRIL 20, 2021, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, Jim Fisher

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell

Members Absent: None

Mayor Gonzalez called the meeting to order at 6:01 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A CAREERSOURCE CENTRAL FLORIDA RESOURCES UPDATE

CareerSource Central Florida will provide the City Commission with an update on agency resources available to the community.

Belinda Kirkegard, Economic Development Director, introduced CareerSource Central Florida representative Clifford Marvin.

Clifford Marvin, Director of Public Affairs, CareerSource Central Florida, made a PowerPoint Presentation (Exhibit "A") and discussed the services provided by their agency and employment trends in our area and the nation.

George Francis, Business Services Consultant for CareerSource Central Florida, reviewed the companies that are hiring.

Mr. Marvin stated they work with Valencia to offer training in English and GED assistance and other certifications in response to a question from Commissioner Alvarez

3.B SWEARING IN CEREMONY FOR NEWLY PROMOTED FIRE LIEUTENANT AND ENGINEER

Staff requests that Jason Stewart and Greg Lightbody be sworn into their newly appointed positions in the Fire Department.

Fire Chief Jim Walls administered the Oath of Office (Exhibit "B") to Fire Lieutenant Jason Stewart and Engineer Greg Lightbody at a virtual ceremony held at the Fire Station and broadcast in the Commission Chambers.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-03 AMENDING CHARTER SCHOOL ADVISORY BOARD

AN ORDINANCE AMENDING CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, TITLE 1, GENERAL PROVISIONS CHAPTER 2-3, BOARDS AND COMMISSIONS, SECTION 23, CHARTER SCHOOL ADVISORY BOARD AMENDING MEMBERSHIP AND QUORUM REQUIREMENTS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading of Proposed Ordinance 21-03.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 21-03 by title.

City Manager Steigerwald reviewed the request and stated this amendment is due to changes in Florida law. Staff recommends approval after holding the Public Hearing.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher moved to approve the First Reading of Proposed Ordinance # 21-03. Commissioner Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

4.B PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-04 RELATING TO PEDESTRIAN SAFETY

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, RELATING TO PEDESTRIAN SAFETY; CREATING CHAPTER 9-8; PEDESTRIAN SAFETY AND SECTIONS 9-8-1 THROUGH 9-8-5; PROHIBITING PEDESTRIAN ACTIVITY IN CERTAIN MEDIANS; ADOPTING OSCEOLA COUNTY SECTION 18-4 ON CERTAIN PUBLIC ROADS; AND PROVIDING AN EFFECTIVE DATE

Approval of First Reading of Proposed Ordinance 21-04.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 21-04 by title.

Mayor Gonzalez announced the Public Hearing.

City Attorney Sanchez de Fuentes stated this is being brought back at the direction of the Commission from discussions at the Annual Retreat in January. This is a tool for our police officers to limit panhandling for pedestrian and driver safety. Attorney Sanchez de Fuentes reviewed the most dangerous intersections that were selected and outlined in the ordinance based on data from red light camera violations and traffic accidents. Staff recommends approval after holding the Public Hearing.

Commissioner Alvarez expressed his concern with Section 9-8-4 and feels a warning for the first offense, citation for the second offense, and trespassing for the third offense would be a better option and not a warning first followed by an arrest. He expressed that he does not feel we need to waste the time of the police officers when they are already short-staffed.

City Attorney Sanchez de Fuentes stated it would be difficult to issue citations when most of the panhandlers do not have a permanent address. After the warning, they have 20 minutes, and if they do not comply with the officer's instruction they would be arrested. She explained they are putting themselves and others in harm's way. Attorney Sanchez de Fuentes clarified that our proposed ordinance was modeled after the City of Orlando and Osceola County, and the Police Chief and Police Attorney were involved in the process.

Commissioner Castano requested this be discussed in more detail at the Workshop on April 27, 2021.

Mayor Gonzalez received consensus of the Commission to discuss at the Workshop. She stated we want the homeless population to seek out assistance, and this may be the way.

Commissioner Fisher stated the proposed ordinance states standing in the roadway, and the Commission should take the advice of the Police Chief and his advisors.

Commissioner Fisher made a motion to accept the proposed ordinance as it is. Mayor Gonzalez seconded the motion for discussion.

Jackie Espinosa, 120 Broadway, Kissimmee, spoke concerning the panhandling situation and how it has increased. Ms. Espinosa stated she has panhandlers in front of her restaurant, and they moved from in front of the Kissimmee Main Street building to the Matador building. She feels when the business owners call the police for this problem, it is a waste of taxpayer money and the officer's time when they can be dealing with more important issues. Ms. Espinosa stated she understands the City wants to assist but she questioned where do the rights of the panhandlers end and the business owners begin. She encouraged the Commission to increase the cost of the violations as the panhandlers make money easily and will not be deterred for a lower fine. Ms. Espinosa feels Kissimmee is becoming a magnet for panhandlers; they are there 16-hours a day and are becoming more aggressive.

Commissioner Alvarez stated he understands the situation and was approached by a panhandler himself at Family Dollar, they used foul language when he did not engage in providing money. He expressed his concern that arresting them is not going to solve the problem because this is a homeless issue. He repeated he is in favor of a warning first, citation secondfirst, and ~~then arrest trespassing for third offense~~.

City Attorney Sanchez de Fuentes stated the current City Code does allow for them to be arrested.

Mayor Gonzalez repeated the requested approval prior to the Roll Call.

Upon roll call, the vote was as follows:

Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	NAY
Mayor Gonzalez	AYE

Motion carried 4 - 1.

City Manager Steigerwald confirmed this would be added to the April 27, 2021 Workshop Agenda for the Police Chief to be present for the discussion.

4.C PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-05 AMENDING TITLE VII, POLICE AND TRAFFIC - PARKING ENFORCEMENT

AN ORDINANCE AMENDING CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, TITLE VII, POLICE AND TRAFFIC, CHAPTER 7-3, PARKING ENFORCEMENT, SECTION 7-3-1, VEHICLE REGULATIONS AFFECTING PARKING IN CITY; REORDERING, ADDING AND

MODIFYING PROVISIONS TO CORRESPOND WITH VIOLATIONS LISTED IN SECTION 1-1-99, GENERAL PENALTIES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of First Reading of Proposed Ordinance 21-05.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 21-05 by title.

City Attorney Sanchez de Fuentes stated this proposed ordinance would amend the City Code Section 1-1-99 for General Penalties and add five (5) parking violations that are not currently included in the Code. Staff recommends approval of the First Reading.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Fisher questioned Fire Hydrant regulations.

City Attorney Sanchez de Fuentes stated this ordinance supplements the State Statutes, and City Manager Steigerwald confirmed the Statute covers no parking of vehicles within 15-feet of a fire hydrant.

Commissioner Olga Lucia Castano moved to approve the First Reading of Proposed Ordinance # 21-05. Commissioner Jim Fisher seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

Commissioner Jim Fisher made a motion to approve the Consent Agenda in its entirety. City Commissioner Felix Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the April 6, 2021 Commission Minutes.

7.B DONATION OF EMERGENCY MEDICAL SERVICES (EMS) EQUIPMENT TO ONE WORLD MEDICS

Approval to donate various EMS equipment to One World Medics.

7.C HERITAGE PLACE REPLAT (DRC# 20-00042)

Approval of the final plat known as Heritage Place Replat.

7.D RATIFICATION OF EXECUTIVE ORDERS 2021-11 AND 2021-12

City Commission ratification of Executive Order 2021-11 issued April 5, 2021, and Executive Order 2021-12 issued April 12, 2021 for the extension of the Local Declaration of Emergency to April 18, 2021.

7.E ACCEPTANCE OF FUNDS FOR THE DESIGN OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF DYER BOULEVARD AND BALL PARK ROAD PER THE EPOCH DEVELOPMENT AGREEMENT

Approval to accept the funds from EPOCH Development for the design of the traffic signal at the intersection of Dyer Boulevard and Ball Park Road in the amount of \$78,328 and to adjust the budget accordingly.

8. DISCUSSION ITEMS

8.A PRESENTATION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2020

Acceptance of the Comprehensive Annual Financial Report for the year ended September 30, 2020.

Amy Ady, Finance Director, introduced Mark White from Purvis Gray who will be presenting a review of our annual audit. Director Ady thanked the staff from Purvis Gray who has worked with the City through the pandemic.

Mark White, Purvis Gray, presented a PowerPoint Presentation (Exhibit "C"). Mr. White recognized Kathryn Eno, Audit Manager; Helen Painter, Technical Review, and Michael Sandstrom, IT Senior Auditor.

Mr. White continued with the PowerPoint Presentation and highlighted specifics of the Financial Audit as required by the State of Florida. He reviewed the City Management Letter items in comparison to 2019 and 2020. The City has received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for many years and he does not see any reason it will not be awarded for FY2020.

Mr. White stated the City has been given an unmodified opinion which means the City's financial reporting is "Fairly stated in all material respects" which is a "Clean" Opinion. He reviewed the Management Letter from 2019 and 2020 relating to delayed year-end reporting due to key vacant positions in Finance. The Audit attributes the delays to being understaffed as well as the roll-out of a new accounting system. Mr. White touched on the decreased funds for Central Services and Airport that was reported in the 2019 Management Letter; recommendation is for staff to continue to monitor. The City was commended for taking measures during COVID that resulted in minimal negative effects on the City financial statements.

Mr. White highlighted a future accounting requirement relating to Lease Accounting Standards (FY 2022) and the need for Fiduciary Activities and Section 457 Plans (FY2021 and 2022). An inventory of all leases including right-to-use or non-financial assets will need to be completed by the City.

Commissioner Jim Fisher moved to accept the FY2020 Comprehensive Annual Financial Report. Commissioner Olga Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

Mr. White thanked City staff for their cooperation during this process and wished Ms. Ady a wonderful retirement.

City Manager Steigerwald updated the Commission on Mr. White's comments relating to vacancies in Finance and stated we should have an applicant selected for the Director position by the end of this week. The Account Manager position was filled internally, and that vacancy is being advertised. The Assistant Director position will be left open for the new Director to be involved in the selection process.

City Manager Steigerwald provided comments on the Central Services Fleet and Airport funds as mentioned by Mr. White; the new Airport Director was hired last year, and he has worked on the new fee structure. A new Fleet Manager started earlier this year and the study that was completed last year is in the process of being reviewed for a new recommended fee structure.

8.B CHARTER SCHOOL ADVISORY BOARD APPOINTMENTS

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the ineligibility of appointee Andreina Paredes.

City Manager Steigerwald explained the individual appointed April 6, 2021, is employed by the Charter School and not eligible to serve on the Board based on Florida Statutes. Three (3) remaining eligible applicants were provided to the Commission for review.

Commissioner Carlos Alvarez moved to appoint Rodney Denson to the Charter School Advisory Board. Commissioner Jim Fisher seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE

Mayor Gonzalez

AYE

Motion carried 5 - 0.

**** THE CITY COMMISSION MEETING WAS RECESSED AS THE CITY COMMISSION AND RECONVENED AS THE CRA BOARD ****

8.C COMMUNITY REDEVELOPMENT AGENCY INCENTIVES POLICY - DEMOLITION SERVICES

Approval of the Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services, a redevelopment tool for the Downtown Kissimmee CRA and Vine Street CRA within the City of Kissimmee.

Samia Singleton, CRA Director, reviewed the request for the Commission and stated staff recommends approval.

CRA Commissioner Olga Lucia Castano moved to approve the CRA Incentives Policy for Demolition Services. CRA Commissioner Felix Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

8.D LANDSCAPE ARCHITECT AND DESIGN SERVICES FOR THE VINE STREET COMMUNITY REDEVELOPMENT AGENCY (CRA) DISTRICT BEAUTIFICATION

Approval of a contract between the Vine Street CRA and SM&E, Inc. for landscape architect and design services within the CRA area.

Samia Singleton, CRA Director, reviewed the request and stated SM&E was selected due to their current Continuing Services Contract with the City. Staff recommends approval.

CRA Commissioner Jim Fisher moved to approve the Work Order for SM&E for Architects and Design Services. CRA Commissioner Felix Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

**** THE CITY COMMISSION IS ADJOURNED AS THE CRA BOARD AND RECONVENED AS THE CITY COMMISSION ****

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald reminded the Commission of the Workshop scheduled for April 27, 2021 at 2:00 p.m. The Non-profit funding process and the Pedestrian Safety Ordinance will be discussed, staff can also add the selection committee process. No guidance has been received from the Federal Government but when received the funding will be updated in the RFP.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER CASTANO

Have great night.

COMMISSIONER ORTIZ

Nothing.

COMMISSIONER ALVAREZ

Commissioner Alvarez reminded everyone that Thursday is Earth Day; get out and plant some trees and clean-up your neighborhood.

COMMISSIONER FISHER

Commissioner Fisher commented on a group of approximately thirty (30) high school kids that came through his neighborhood picking up trash; he does not know who they were, but he was very impressed and pleasantly surprised.

Commissioner Fisher asked for an update on plans for the 4th of July.

City Manager Steigerwald confirmed staff is planning for fireworks for the 4th of July event and plan to use additional funds that were unused in 2020 to bolster the fireworks show. Plans are to reduce the time of the event and not bring in a nationally known act.

MAYOR GONZALEZ

Nothing.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:15 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
PowerPoint Presentation
CareerSource Central Florida Resources Update
Item 3.A.

Exhibit "B"
Oath of Office
Fire Lieutenant Jason Stewart and Engineer Greg Lightbody
Item 3.B.

Exhibit "C"
PowerPoint Presentation
Comprehensive Annual Financial Report FY2020
Item 8.A.

ITEM 7.B**APPROVAL TO PURCHASE A REPLACEMENT SIGN TRUCK FOR THE PUBLIC WORKS TRAFFIC ENGINEERING DIVISION****Request**

Approval to purchase a replacement sign truck for the Public Works Traffic Engineering Division via the Florida Sheriff's Association Contract.

Explanation

The Traffic Engineering Division requests approval to replace the 2008 Ford F450 Sign Truck (TR71). This truck is used for traffic sign maintenance, sign replacements, and repairs for all traffic signs within the City limits. The replacement truck is a 2021 Ford F450 regular cab 4X4 - F4H with a 13' Knapheide (6157D54) utility body and LED lights. The purchase will be via the Florida Sheriffs Association contract #FSA20-Veh18.0 with up-fitting. Replacing this vehicle will help maintain the Traffic Division's efficient and timely delivery, installation and maintenance of various traffic signs, throughout Kissimmee. The cost of the new truck is \$81,000.00 plus \$18,487.00 for customization, shipping and freight totalling \$99,487.00.

The Fleet Maintenance Division has reviewed the purchase in order to ensure compatibility and conformance to City standards. Procurement has also reviewed specifications to allow for competitive/comparative pricing.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00145406-506495	PW2017	Decrease	\$113,000.00	\$99,487.00

Financial Summary:

This purchase is fully funded in General Fund project PW2017.

Recommendation

Staff recommends approval to purchase a replacement sign truck via the Florida Sheriffs Association contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. CITY OF KISSIMMEE ITEM 28 F450 REGULAR CAB 4X4 13FT UTILITY SPECIAL 3K INVERTER FSA PRICE SHEET 04-06-2021
2. Weld Shop Charges - Sign Truck 5-10-21

Palmetto Ford Truck Sales, Inc.

7245 NW 36 Street Miami, Florida 33166
 305-470-1334 / 305-470-1344 fax / 305-972-7133 cell
 crodgers@palmettotruck.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA20-VEH18.0

Purchaser: CITY OF KISSIMMEE

Address: 101 CHURCH STREET SUITE 430

City: KISSIMMEE, FL. 34741

Date: 04/08/2021

Phone: 407-518-2214

DEBBIE LUKE

dluke@kissimmee.org

Base Model:	ITEM #28 FORD 2022 F450 REGULAR CAB 4X4 - F4H	\$37,199.00
Inc.	AM/FM RADIO, AIR CONDITIONING, DRIVER AND PASSENGER AIRBAGS	
Exterior / Interior Color:	WHITE / GREY VINYL	
Delivery Info:	ESTIMATED AT 135 DAYS FROM RECEIPT OF PURCHASE ORDER	
Option #	99T - 6.7L POWERSTROKE DIESEL V8 ENGINE	Price: \$0.00
Option #	44G - FORD TORQSHIFT HD 10-SPEED AUTOMATIC	Price: \$0.00
Option #	512 - SPARE TIRE, WHEEL, JACK AND TOOL KIT	Price: \$345.00
Option #	525 - CRUISE CONTROL	Price: \$230.00
Option #	535 - FACTORY HIGH CAPACITY TRAILER TOW PACKAGE	Price: \$575.00
Option #	942 - DAYTIME RUNNING LIGHTS	Price: \$44.00
Option #	41H - ENGINE BLOCK HEATER	Price: \$98.00
Option #	52B - TOW COMMAND FACTORY TRAILER BRAKE CONTROLLER	Price: \$265.00
Option #	62R - TRANSMISSION POWER TAKE OFF PROVISION STD WITH 99T	Price: \$0.00
Option #	67B - DUAL EXTRA HEAVY DUTY ALTERNATORS	Price: \$113.00
Option #	67H - HEAVY SERVICE SUSPENSION PACKAGE	Price: \$122.00
Option #	90L - POWER EQUIPMENT GROUP, LOCKS, WINDOWS, MIRRORS	Price: \$860.00
Option #	CA108 - 108" CAB TO AXLE	Price: \$350.00
Option #	INVERTER - 3,000 WATT INVERTER	Price: \$1,126.00
Option #	SLINER - SPRAY LINER FOR 13' UTILITY BODY, COMPARTMENT TOPS	Price: \$1,565.00
Option #	AND CARGO AREA	Price: \$0.00
Option #	TGM - 225/70R19.5 FRONT STEER TIRES AND REAR TRACTION TIRES	Price: \$185.00
Option #	TOWPKG - HITCH RECEIVER, INSERT, 2 5/16" BALL / PINTLE COMBO,	Price: \$903.00
Option #	ROUND 7 WAY TRAILER PLUG	Price: \$0.00
Option #	UTILITY-11 - 11' KNAPEIDE 6132D54 UTILITY BODY AND STANDARD SHEET	Price: \$14,390.00
Option #	ADDITIONAL COST TO UPGRADE TO 13' KNAPEIDE 6157D54 UTILITY	Price: \$5,606.00
Option #	BODY WITH LED LIGHTS IN LIEU OF 11' 6132D54 UTILITY BODY	Price: \$0.00
Option #	X4L - 4.30 LIMITED SLIP REAR AXLE	Price: \$0.00
Option #	NLER - NON LISTED EQUIPMENT REQUEST - VMAC COMPRESSOR	Price: \$14,323.00
Option #	VMAC V900160 VR70 UNDERHOOD COMPRESSOR, 10 GALLON TANK,	Price: \$0.00
Option #	50' X 3/8 AIR HOSE, REEL MOUNTED IN REAR PASSENGER SIDE COM-	Price: \$0.00
Option #	PARTMENT EXITING AT REAR WITH 4-WAY ROLLER	Price: \$0.00
Option #	NLER - NON LISTED EQUIPMENT REQUEST - TOOLBOX	Price: \$1,189.00
Option #	ONE 18" X 18" X 96" BUYERS TOPSIDER STEEL TOOLBOX MOUNTED ON	Price: \$0.00
Option #	TOP OF BODY FLUSH AT REAR ON DRIVER SIDE	Price: \$0.00
Option #	NLER - NON LISTED EQUIPMENT REQUEST - TOOLBOX	Price: \$977.00
Option #	ONE 18" X 18" X 90" BUYERS TOPSIDER STEEL TOOLBOX MOUNTED ON	Price: \$0.00
Option #	TOP OF BODY FLUSH AT REAR ON PASSENGER SIDE	Price: \$0.00
Option #	NLER - NON LISTED EQUIPMENT REQUEST - TAILGATE	Price: \$535.00
Option #	ADDITIONAL 54" TAILGATE, PAINTED WHITE, SHIPPED DIRECT TO CITY	Price: \$0.00

Palmetto Ford Truck Sales, Inc.

7245 NW 36 Street Miami, Florida 33166

305-470-1334 / 305-470-1344 fax / 305-972-7133 cell

croders@palmettotruck.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Total Price of Base Unit and all Selected Options:

\$81,000.00

Angela Bezold

From: Todd Pascual
Sent: Monday, May 10, 2021 2:31 PM
To: Angela Bezold
Subject: Traffic Sign Truck

Good Afternoon Angela,

Here are the Weld Shop Charges for the Traffic Sign Truck build.

- Steel - \$3,000
- Labor - \$6,400
- Bucket - \$650
- Lift - \$1,085
- Slide - \$687
- Post puller - \$5,165
- Shipping/Freight - \$1,500

Total \$18,487

Todd Pascual
Weld Shop Supervisor
City of Kissimmee
2215 Mabbette Street
Kissimmee FL 34741
todd.pascual@kissimmee.gov

ITEM 7.C**ACCEPTANCE OF A PUBLIC TRANSPORTATION GRANT AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION BY RESOLUTION FOR AN AIRFIELD PAVEMENT MARKINGS PROJECT****Request**

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from Florida Department of Transportation (FDOT) for an airfield pavement markings project.

Explanation

The Florida Department of Transportation (FDOT) is offering a grant in the amount of \$120,000 for airfield pavement marking improvements under the Statewide Airfield Marking Program, to be performed by Florida Airfield Maintenance, Joint Venture.

Matching Airport funds of \$30,000 are budgeted in the current fiscal year in the Buildings and Ground Maintenance account. Matching funds will be combined with the grant funds to continue to make progress on this project. Therefore, staff is requesting approval of the PTGA grant from FDOT.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41800381-381008	N/A	Increase	\$30,000	
41870106-504646	N/A	Increase	\$30,000	
46170103-504646	N/A	Decrease	\$30,000	
46170109-509171	N/A	Increase	\$30,000	
41870103-504646	N/A	Increase	\$120,000	
41800334-334100	N/A	Increase	\$120,000	

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$150,000 with each agency funding the following amounts:

FDOT-PTGA (Grant #: 442488-1-94-01) - \$120,000
 Kissimmee Gateway Airport - \$30,000

The City/Airport share will be transferred from the Airport operating budget to the Airport grant fund and combined with the FDOT funding.

Recommendation

Staff recommends Commission approval to accept, by Resolution, a PTGA from FDOT for an airfield pavement markings project and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Airport

Presenter:

Attachment(s):

1. Resolution PTGA for Airfield Markings Project
2. PTGA to Sponsor - 442488-1-94-01 - Airfield Pavement Markings
3. Florida Airfield Maintenance JV Contract
4. Cover Letter_FAM SAMP
5. FAM, JV 21-0009_R1-Scope

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the of an Airfield Pavement Markings Project.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary, for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for construction funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 442488-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of May 2021.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 442488-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000348026
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency DUNS Number:	80-269-4759	
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airfield Improvements at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
☐ **Seaports**
☐ **Transit**
☐ **Intermodal**
☐ **Rail Crossing Closure**
☐ **Match to Direct Federal Funding** (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
☒ Exhibit B: Schedule of Financial Assistance
☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
☐ *Exhibit B2: Advance Payment Financial Provisions
☒ *Exhibit C: Terms and Conditions of Construction
☒ Exhibit D: Agency Resolution
☒ Exhibit E: Program Specific Terms and Conditions
☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

9. Project Cost:

- a. The estimated total cost of the Project is \$150,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$120,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
 - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Loreen Bobo, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Airfield Improvements at Kissimmee Gateway Airport - The Sponsor has received a cost proposal and will be utilizing the selected FDOT Statewide Airfield Marking Program (SAMP) contractor Florida Airfield Maintenance, JV. The work is for cleaning and painting markings on Runway and Taxiways.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, construction inspection costs, mobilization, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the runway and taxiways. The Sponsor will comply with Aviation Program Assurances.

The work includes cleaning, removal and restriping pavement markings on Runway 6-24, Taxiways A and B and the connectors between them. The quantities are specified in detail within the cost proposal provided by the contractor.

D. Deliverable(s): Final closeout documents to be uploaded into Jacip

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
442488-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$120,000
442488-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$30,000
Total Financial Assistance							\$150,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$120,000	\$30,000	\$0	\$150,000	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$120,000	\$30,000	\$0	\$150,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Joseph A. Jerkins

4/20/21

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$120,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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Agreement No. BEA97
Financial Project I.D. _____
F.E.I.D. No.: F85-3518646-001
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-RFP-21-9019-CA
DMS Catalog Class No.: 72151306

BY THIS AGREEMENT, made and entered into on March 19, 2021 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Florida Airfield Maintenance, JV, of 119 Commerce Way, Suite B, Sanford, Florida 32771 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. **SERVICES AND PERFORMANCE**

- A. In connection with Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the Assistant Secretary, Strategic Development.

2. TERM

- A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 12/31/2023, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

☒ Services shall commence upon contract execution and shall be completed by 12/31/2023 or date of termination, whichever occurs first.

☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

☐ Other: See Exhibit "A"

- B RENEWALS (Select appropriate box):

☐ This Agreement may not be renewed.

☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the

funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

☐ No general liability insurance is required.

☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

☒ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, 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 Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:

- ☒ The following provision is not applicable to this Agreement:
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
- ☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:
- RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471
- ☐ The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:
- PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459
- ☒ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal
Appendix I, Terms for Federal Aid Contracts
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Florida Airfield Maintenance, JV

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

DocuSigned by:

BY:

Tom Underwood

864EF08C5B5548D...

Authorized Signature

Thomas Underwood

(Print/Type)

Title: CFO

DocuSigned by:

BY:

Brad Thoburn

FF7ABD8C488C440...

Authorized Signature

Brad Thoburn

(Print/Type)

Title: Assistant Secretary, Strategic Development

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:

Paul Baker

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LEGAL REVIEW

DocuSigned by:

Giselle Justo

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EXHIBIT "A"

SCOPE OF SERVICES

Statewide Airport Marking Program

Florida Department of Transportation Aviation Office

I. Objective

The Florida Department of Transportation (FDOT) Aviation Office (AO) desires to implement a comprehensive Statewide Airport Marking Program (SAMP) to assist participating public-use airport facilities in Florida. Airfield pavement markings are a major component of an airport's visual navigation infrastructure. Markings provide a critical function: to serve as visual guidance for pilots, ground vehicles, and ground personnel to safely navigate and operationally maneuver within an airfield.

The objective of this program is to provide a statewide airport marking program enabling airport sponsors to procure competitively priced vendor airfield pavement marking services for paved airfield runways, taxiways, taxilanes, surface painted signs, and/or ramps/aprons by exceptionally qualified vendors with direct experience with Federal Aviation Administration airfield pavement marking projects. This program provides airports with two distinct and separate options:

1. Airport Pavement Marking Condition Assessment Services

and/or

2. Airport Pavement Marking and Related Services

It is important to note that this program is intended to save airports time in re-marking airfield pavements by eliminating the need for typical contractor procurement processes. However, the airport sponsor remains solely responsible for the engineering/surveying requirements associated with identifying the initial "starting point" for the layout of the pavement markings. No engineering or surveying services are provided under this contract. This means, for example, runway end points will not be verified for a runway marking project. Although the vendor shall be responsible for complying with required spacing, line widths, tolerances, and similar characteristics, any adjustments required in the "starting point" for the markings to be applied shall be coordinated by the airport sponsor prior to application.

The airport sponsor is solely responsible for any engineering and/or surveying requirements needed to confirm the layout and configuration of the pavement markings.

layout and

vendor
for airports
provide a

This program does not directly fund the scope of services and there is no obligation to use it. The purpose of the program is to statewide contracting mechanism with pre-negotiated rates to support airports in need of a pavement marking condition assessment or procurement of qualified pavement marking contractor services.

II. Overview

This Scope of Services describes the services to be performed in support of the SAMP. The SAMP, in general, consists of the two services which can be completed in conjunction with each other or exclusive of each other:

1. **Airport Pavement Marking Condition Assessment Services:** these services utilize qualified and certified professionals to evaluate existing airport pavement marking conditions, including marking reflectivity, conditions, dimensions, etc., and to identify pavement marking replacement needs per applicable federal, state, and industry standards. Airport pavement marking conditions are typically evaluated based on three primary characteristics: visibility, durability, and compliance.

and/or
2. **Airport Pavement Marking and Related Services:** these services utilize qualified and certified contractors with specific experience in installing airport pavement markings per applicable federal, state, and industry standards to clean existing pavement markings, remove rubber, remove existing mold/algae, reapply pavement markings, and/or similar services. Marking shall be installed in the configuration of the existing markings, unless otherwise directed by the airport sponsor prior to the field work.

The Airport Pavement Marking Condition Assessment Services are intended to provide airports with technical support through qualified professional services. If performed in conjunction with Airport Pavement Marking and Related Services, then the specific vendor team members performing the Airport Pavement Marking Condition Assessment Services must be independent of the vendor team members performing the Airport Pavement Marking and Related Services.

All services shall be performed by qualified and certified contractors with specific experience in installing airport pavement markings in accordance with the documents referenced in Section III. In conjunction with the vendor's completion of the requested services, an Independent Quality Assurance review (by a separate vendor assigned by the FDOT AO under a separate contract) may be performed to independently check the quality and accuracy of the vendor's work. Failure to meet applicable federal, state, or industry standards referenced in Section III will necessitate corrective actions by the vendor prior to payment.

In conjunction with the vendor's completion of the requested services, an Independent Quality Assurance review by a separate reviewer designated by FDOT may be performed to independently check the quality and accuracy of the vendor's work.

III. Adherence to Federal, State, & Industry Standards

With the exception of the airport-provided reference point/line (i.e. "starting point/line") for the layout of pavement markings, all vendor services shall comply with the standards contained in the following documents:

- [FAA Advisory Circular 150/5370-10H \(or most current edition\) Standards for Specifying Construction of Airports](#)
- [FAA AC 150/5340-1M \(or most current edition\) Standards for Airport Markings](#)
- [Innovative Pavement Research Foundation Report IPRF 01-G-002-05-1 Airfield Marking Handbook](#)
- [Florida Administrative Code Chapter 14-60 Airport Licensing, Registration, and Airspace Protection](#)

The airport sponsor shall retain sole responsibility for locating accurate runway end points or other reference points (or lines) to serve as the starting point for applying markings. From the given reference point identified by the airport sponsor, the vendor shall be responsible for ensuring airfield pavement markings are in accordance with the latest applicable standards. With the exception of the reference point for initiating the marking layout, the vendor shall accept sole responsibility of ensuring all work performed under this contract complies with the listed documents.

IV. Contractor Scope of Services

The following two services can be completed in conjunction with each other or exclusive of each other.

Part 1—Airport Pavement Marking Condition Assessment Services

For each Airport Pavement Marking Condition Assessment authorization under this program, the vendor shall be required to schedule and attend a pre-project meeting to ensure project expectations are well coordinated. The vendor shall also schedule and attend a post-project meeting to ensure expectations were achieved.

The vendor must provide qualified and experienced personnel to perform Airport Pavement Marking Condition Assessment services at the request of airport sponsors wishing to evaluate the condition of existing pavement markings prior to development of a scope of services for Part 2 if desired. These assessment services must be performed by qualified personnel with direct airport experience in:

- Performing objective pavement marking condition evaluations
- Determining pavement marking quantities
- Understanding pavement marking design and application

Vendor personnel should be able to demonstrate annual training and/or certification of personnel to confirm adequate understanding of airport pavement markings. Vendor personnel should have at least ten (10) years of airfield construction projects (with at least five projects in the last two years) or substantial experience installing airfield pavement markings that are representative of airport size and NPIAS classifications for the Florida Airport System.

Vendor Team Role and Qualifications

Process	Purpose	Vendor Team Member Type	Qualifications
Airport Pavement Marking Condition Assessment Services	Identify airport pavement marking deficiencies and replacement needs (determine quantity in accordance with bid form)	Pavement Marking Expert/Consultant	Registered Professional Engineer -or- Demonstrated experience in airfield pavement marking design, specifications, and condition assessments

At the request and authorization of the participating airports, vendor personnel will perform an objective pavement marking condition assessment and evaluation of the airport's airfield pavement marking assets. The vendor shall provide a technical memorandum to the airport staff summarizing the following:

- Airport pavement marking inventory, identifying limits of assessment
- Airport Pavement Marking Condition Assessment report, identifying the condition of the existing pavement markings (including reflectivity) per applicable standards
- Recommended Airport Pavement Marking Repair Program, identifying the Scope of Services and corresponding quantities in accordance with the items contained in **Exhibit "C" Price Proposal** and defined below:

	Item	Item Description	Unit	Method of Measurement
1	CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	Per SF	Number of Square Feet (SF) of existing airfield pavement markings to be evaluated
2	CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	Per SF	Number of SF of existing airfield pavement markings to be evaluated

There is no requirement for airport sponsors to request an Airport Pavement Marking Condition Assessment. If one is not requested, then it is recommended that airport sponsors otherwise provide confirmation of quantities and supporting documentation for the Airport Pavement Marking and Related Services to be performed in Part 2.

Part 2—Airport Pavement Marking and Related Services:

For each Airport Pavement Marking and Related Services authorization under this program, the vendor must provide qualified and experienced personnel to perform the various services identified in **Exhibit "C"**. Vendor personnel submittal of a Contractor Experience Form, Experience in Pavement Markings ([FDOT Form 850-070-06](#)) is required to be submitted with the bid proposal. Additionally vendors must have direct experience with airport pavement marking projects and have successfully demonstrated successful execution of pavement

marking construction in strict adherence to the FAA AC 150/5370-10 (latest edition) *Standards for Specifying Construction of Airports* with specific understanding of the following items:

- Section 100 Contractor Quality Control Program
- Section 105 Mobilization
- Item P-101 Surface Preparation
- Item P-620 Runway and Taxiway Marking

Vendor Team Role and Qualifications

Process	Purpose	Vendor Team Member Type	Qualifications
Airport Pavement Marking and Related Services	Construct new pavement markings in general accordance with 150/5340-1 and 150/5370-10 (current editions)	Pavement Marking Contractor	Contractor with experience in the placement of airfield pavement marking features in accordance with FAA AC 150/5370-10 (current edition)

The vendor will provide individual and specific price proposals for each of the state's seven (7) FDOT Districts to perform the specific pay items identified in **Exhibit "C"**. Pay items identified and procured through **Exhibit "C"** shall conform to the standards cited in Section III. The pay items shall be defined and measured as follows:

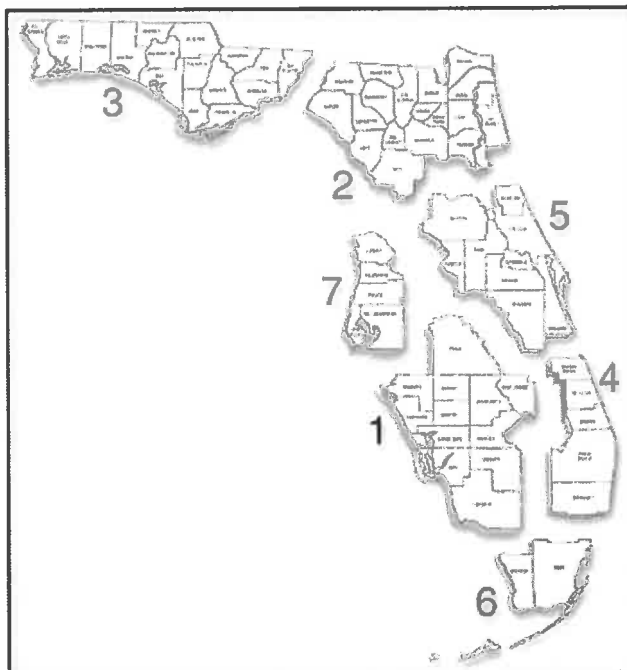
	Item	Item Description	Unit	Method of Measurement
1	P-101-5-1	Rubber Removal	Per SF	Number of Square Feet (SF) in area designated for rubber removal
2	P-101-5-2	Cleaning of Existing Markings	Per SF	Number of SF in the area(s) designated for rubber removal
3	P-101-5-2	Surface Preparation	Per SF	Number of SF of Surface Preparation, excluding areas measured under Cleaning of Existing Markings
4	P-101-5-3	Paint Removal (Grinding)	Per SF	Number of SF in the area(s) designated for Paint Removal by Grinding
5	P-101-5-4	Paint Removal (Water blasting)	Per SF	Number of SF in the area(s) designated for Paint Removal by water blasting
6	P-620-1-1	Runway/Taxiway Painting – White	Per SF	Number of SF of white paint applied (reflective media measured and paid for separately)
7	P-620-1-2	Runway/Taxiway Painting – Yellow	Per SF	Number of SF of yellow paint applied (reflective media measured and paid for
8	P-620-1-3	Runway/Taxiway Painting – Black	Per SF	Number of SF of black paint applied (no reflective media)
9	P-620-1-4	Runway/Taxiway Painting – Red	Per SF	Number of SF of red paint applied (no reflective media)
10	P-620-1-5	Runway/Taxiway Painting – Green	Per SF	Number of SF of green paint applied (no reflective media)
11	P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	Per SF	Number of SF of temporary paint applied in a primer coat (reflective media measured and paid separately)
12	P-620-2-1	Reflective Media – Type I	Per SF	Number of SF of Type I reflective media applied to paint
13	P-620-2-2	Reflective Media – Type III	Per SF	Number of SF of Type III reflective media applied to paint
14	P-620-3-1-1	Paint Enhancements – Biocide Additive	Per SF	Number of SF of marking receiving the enhancements
15	P-620-3-1-2	Paint Enhancements – Rust Discoloration	Per SF	Number of SF of marking receiving the enhancements
16	P-620-4-1	Surface Painted Signs - Waterborne	Per SF	Number of SF of surface painted signs
17	P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	Per SF	Number of SF of surface painted signs
18	P-620-5-2	Nighttime Marking Work Required due to Airport	Per SF	Number of SF of all pavement areas receiving paint

Upon summing the Part 2 costs from the pay items above, a Mobilization amount shall be added to the Part 2 costs for each District. This Mobilization Cost shall equal the product of the vendor-submitted Mobilization percentage multiplied by the sum of the Part 2 costs.

19	S-105-1-1 Mobilization	%	This percentage of the Part 2 subtotal shall be added to the Part 2 price
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The vendor must provide a price proposal for each district that considers all geographical factors for accessing publicly owned, public-use airport facilities. The FDOT Districts are defined as follows:

District Number	District Description	District Counties
1	Southwest Florida	Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota
2	Northeast Florida	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, and Union
3	Northwest Florida	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington
4	Southeast Florida	Broward, Indian River, Martin, Palm Beach, and St. Lucie
5	Central Florida	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia
6	South Florida	Miami-Dade and Monroe
7	West Central Florida	Citrus, Hernando, Hillsborough, Pasco, and Pinellas



In addition, the vendor will provide with their proposal a copy of their unique internal Quality Control (QC) Plan. The plan shall include a detailed QC checklist to be applied to every authorized project to monitor conformance with the standards cited in Section III. The QC checklist shall document existing conditions, equipment used, weather conditions, calibration efforts, thickness/coverage checks, reflectivity characteristics, and other features of the project.

Upon submitting an estimate of the work to the airport sponsor and obtaining authorization to perform the project, the vendor shall coordinate an anticipated work schedule with airport staff which considers operational availability and limitations as identified by the airport. The vendor shall prepare and submit to the airport sponsor and the FDOT AO (or the FDOT AO's designated Independent Quality Assurance [IQA] representative) a proposed work schedule no less than 30 days prior to mobilizing to the site. The work schedule shall include anticipated dates/times for a pre-project meeting, crew mobilization, airfield areas to be worked on, completion of work, anticipated IQA field review, and post-project close-out meeting. The vendor shall also be required to schedule and attend the pre-project meeting to ensure schedules and expectations are well coordinated.

Upon project completion, an Independent Quality Assurance review (by a separate IQA vendor assigned by the FDOT AO under a separate contract) will be performed to independently confirm the quality and accuracy of the vendor's work in accordance with the standards referenced in Section III. Failure to meet applicable federal, state, or industry standards referenced in Section III will be documented as applicable and will necessitate corrective actions by the vendor prior to payment. The QC checklist shall be completed by the vendor, certified by a vendor representative as accurate, and provided as a deliverable to the airport sponsor for each authorized project prior to payment.

The project work schedule is intended to schedule the IQA field review immediately upon completion such that any deficiencies may be addressed by the vendor prior to demobilizing, subject to weather or other airport operational limitations. In the event the vendor is unable to maintain the submitted work schedule, the IQA review will be rescheduled based on the availability of the designated IQA representative.

Following the completion of the project and the application of corrective measures as applicable, the vendor shall also schedule and attend a post-project meeting with the airport sponsor and the IQA representative to ensure expectations were achieved.

V. Additional Considerations

The following conditions shall apply to this program:

- Proposals shall include an internal Quality Control (QC) plan unique for the vendor.
- Each vendor submitting a proposal shall include a separate pricing sheet for each of the seven (7) individual Districts.
- No separate payment shall be made for pre-application (pre-project) and post-application (post-project) meetings.
- No separate payment shall be made for internal Quality Control monitoring and deliverables.
- The vendor reserves the right to decline executing projects in which costs total less than \$10,000.
- Work schedules may be submitted directly to the FDOT AO's designated Independent Quality Assurance (IQA) representative upon FDOT AO concurrence. Work schedules are prior no less than 30 days prior to the anticipated start of work.
- It is understood that the vendor is not an engineer and is therefore not responsible for developing a technical marking plan for the airport. As such, the vendor shall not be responsible for wholesale changes in the existing marking configuration unless directed by and coordinated with the airport sponsor prior to beginning the project. However, the vendor shall be solely responsible for ensuring proper line widths, spacing, radii, etc. within FAA tolerances for the existing marking configuration or as otherwise provided by the airport prior to the work.
- The vendor shall be advised that each project will be subject to verification and acceptance by an Independent Quality Assurance (IQA) representative designated and separately contracted by the FDOT AO.
- In addition to submitting a completed and certified internal Quality Control (QC) checklist, deficiencies identified in the IQA review shall be corrected at no additional cost prior to receiving final payment.

EXHIBIT “C” – PRICE PROPOSAL FORM

An individual price proposal form must be submitted for each of the seven (7) FDOT Districts. The vendor is required to provide a unit price for each work item listed and a percentage for mobilization (e.g. entered as “0.08” for 8.00 percent). Extended bid prices will be determined by multiplying the unit bid price by the respective “assumed quantity” listed for each item.

The vendor shall be advised that the “Weighting Factor” in the price proposal form are for reference only. These factors are only provided for purposes of evaluating bid proposals and the Department makes no guarantee on the actual quantities to be awarded.

The mobilization percentage submitted shall be multiplied by the sum of the extended bid prices for Part 2 and the product shall be added to the sum of extended bid prices to determine the vendor’s proposed total.

An MS Excel file is provided as an attachment to this solicitation for vendor use in submitting their unique bid for each of the seven (7) FDOT Districts. A sample of the spreadsheet is shown on the following page.

EXHIBIT "B"

METHOD OF COMPENSATION

I. Purpose

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in **Exhibit A** and the method by which payments shall be made.

II. Assignment of Work

Vendor services shall be requested by the airport sponsor on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the requesting facility's Project Manager or Owner's Authorized Representative. A "Letter of Authorization" will be issued for each project scheduled.

III. Compensation

There is no Budgetary Ceiling; funds will be encumbered for each Letter of Authorization. This is a Term Contract for an Indefinite Quantity whereby the vendor agrees to furnish services during a prescribed time-period. The specific time-period completes such a contract. The customer will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

IV. Establishment of Letter of Authorization Amount

For each "Letter of Authorization" (LOA) and following the Scope of Services as set forth in **Exhibit "A"**, the Vendor shall prepare an estimate of work and price based on the rates established in **Exhibit "C"**. Once an acceptable Maximum Amount has been agreed upon by the vendor and the airport sponsor, a "Letter of Authorization" shall be issued by the airport sponsor. The airport sponsor shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization."

V. Progress Payments

The vendor shall submit monthly invoices to the customer in a format acceptable to the airport sponsor. For the satisfactory performance as determined by the independent quality assurance for the services detailed in each "Letter of Authorization," the vendor shall be paid up to the maximum amount of each authorization. Payment for services shall be made at the contract rates in **Exhibit "C"** for the actual work performed, accepted, and measured in the field. The contract rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

VI. Details of Unit Rates

Details of unit rates for the performance of the Vendor's services set forth in **Exhibit "A"** are contained in **Exhibit "C"**, attached hereto and made a part hereof.

VII. Tangible Personal Property

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S. inventory control label(s) to be affixed to all property. The Vendor will accommodate physical inventories required by the Department.

ORIGINAL

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: 1	
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1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-S-1	Rubber Removal	\$ 0.01	per SF (Note 2)	800	\$ 8.00
P-101-S-2	Cleaning of Existing Markings	\$ 0.15	per SF (Note 2)	400	\$ 60.00
P-101-S-3	Surface Preparation	\$ 0.01	per SF (Note 2)	400	\$ 4.00
P-101-S-4	Paint Removal (Grinding)	\$ 0.40	per SF (Note 2)	20	\$ 8.00
P-101-S-5	Paint Removal (Waterblasting)	\$ 1.35	per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	\$ 0.27	per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	\$ 0.27	per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting – Black	\$ 0.30	per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	\$ 0.20	per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	\$ 0.20	per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.10	per SF (Note 3)	160	\$ 16.00
P-620-2-1	Reflective Media – Type I	\$ 0.50	per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media – Type III	\$ 0.70	per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.10	per SF (Note 5)	160	\$ 16.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.10	per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surface Painted Signs - Waterborne	\$ 0.75	per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	\$ 16.00	per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$ 0.15	per SF (Note 7)	200	\$ 30.00
Subtotal:					\$ 509.10
Part 2 Subtotal:					\$ 509.10
S-105-1-1	Mobilization	10.0000%	Percent (Note 8)		\$ 50.91
Part 2 Subtotal:					\$ 560.01
Sum Part 1 & Part 2:					\$ 582.41

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: 2	
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1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings - Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings - General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	\$ 0.01	per SF (Note 2)	800	\$ 8.00
P-101-5-2	Cleaning of Existing Markings	\$ 0.15	per SF (Note 2)	400	\$ 60.00
P-101-5-3	Surface Preparation	\$ 0.01	per SF (Note 2)	400	\$ 4.00
P-101-5-4	Paint Removal (Grinding)	\$ 0.40	per SF (Note 2)	20	\$ 8.00
P-101-5-5	Paint Removal (Waterblasting)	\$ 1.35	per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting - White	\$ 0.27	per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting - Yellow	\$ 0.27	per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting - Black	\$ 0.30	per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting - Red	\$ 0.20	per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting - Green	\$ 0.20	per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting - Temporary, Primer Coat	\$ 0.10	per SF (Note 3)	160	\$ 16.00
P-620-2-1	Reflective Media - Type I	\$ 0.50	per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media - Type III	\$ 0.70	per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements - Bloodie Additive	\$ 0.10	per SF (Note 5)	160	\$ 16.00
P-620-3-1-2	Paint Enhancements - Rust Discoloration Formulation	\$ 0.10	per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surface Painted Signs - Waterborne	\$ 0.75	per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	\$ 16.00	per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$ 0.15	per SF (Note 7)	200	\$ 30.00
Subtotal:					\$ 509.10
S-105-1-1	Mobilization	10.0000%	Percent (Note 8)		\$ 50.91
Part 2 Subtotal:					\$ 560.01
Sum Part 1 & Part 2:					\$ 582.41

Notes:

- Per SF of all existing markings to be evaluated
- Per SF of areas to be treated per each method
- Per SF of markings applied per respective color
- Per SF of markings receiving reflective media
- Per SF of markings receiving the enhancement
- Per SF of surface painted sign
- Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
- Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
- Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

ORIGINAL

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District:	3
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1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	per SF (Note 2)	800	\$ 8.00
P-101-5-2	Cleaning of Existing Markings	per SF (Note 2)	400	\$ 60.00
P-101-5-3	Surface Preparation	per SF (Note 2)	400	\$ 4.00
P-101-5-4	Paint Removal (Grinding)	per SF (Note 2)	20	\$ 8.00
P-101-5-5	Paint Removal (Waterblasting)	per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting – Black	per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	per SF (Note 3)	160	\$ 18.00
P-620-2-1	Reflective Media – Type I	per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media – Type III	per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements – Biocide Additive	per SF (Note 5)	160	\$ 18.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surface Painted Signs - Waterborne	per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	per SF (Note 7)	200	\$ 30.00
Subtotal:				\$ 509.10
S-105-1-1	Mobilization	Percent (Note 8)		\$ 50.91
Part 2 Subtotal:				\$ 560.01
Sum Part 1 & Part 2:				\$ 582.41

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.



EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: 4

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	per SF (Note 2)	800	\$ 8.00
P-101-5-2	Cleaning of Existing Markings	per SF (Note 2)	400	\$ 60.00
P-101-5-3	Surface Preparation	per SF (Note 2)	400	\$ 4.00
P-101-5-4	Paint Removal (Grinding)	per SF (Note 2)	20	\$ 8.00
P-101-5-5	Paint Removal (Waterblasting)	per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting – Black	per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	per SF (Note 3)	160	\$ 16.00
P-620-2-1	Reflective Media – Type I	per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media – Type III	per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements – Biocide Additive	per SF (Note 5)	160	\$ 16.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surface Painted Signs – Waterborne	per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surface Painted Signs – Preformed Thermoplastic	per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	per SF (Note 7)	200	\$ 30.00
Subtotal:				\$ 509.10
S-105-1-1	Mobilization	Percent (Note 8)	10.0000%	\$ 50.91
Part 2 Subtotal:				\$ 560.01
Sum Part 1 & Part 2:				\$ 582.41

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentages indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: 5

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-S-1	Rubber Removal	\$	per SF (Note 2)	800	\$ 8.00
P-101-S-2	Cleaning of Existing Markings	\$	per SF (Note 2)	400	\$ 60.00
P-101-S-3	Surface Preparation	\$	per SF (Note 2)	400	\$ 4.00
P-101-S-4	Paint Removal (Grinding)	\$	per SF (Note 2)	20	\$ 8.00
P-101-S-5	Paint Removal (Waterblasting)	\$	per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	\$	per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	\$	per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting – Black	\$	per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	\$	per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	\$	per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$	per SF (Note 3)	160	\$ 16.00
P-620-2-1	Reflective Media – Type I	\$	per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media – Type III	\$	per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements – Blocker Additive	\$	per SF (Note 5)	160	\$ 16.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$	per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surfaces Painted Signs - Waterborne	\$	per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surfaces Painted Signs - Preformed Thermoplastic	\$	per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$	per SF (Note 7)	200	\$ 30.00
Subtotal:					\$ 509.10
S-105-1-1	Mobilization	10.0000%	Percent (Note 8)		\$ 50.91
Part 2 Subtotal:					\$ 560.01
Sum Part 1 & Part 2:					\$ 582.41

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentages indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

ORIGINAL

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: 6

1. Airport Pavement Marking Condition Assessment Services

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:				\$	22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	per SF (Note 2)	800	\$ 8.00
P-101-5-2	Cleaning of Existing Markings	per SF (Note 2)	400	\$ 60.00
P-101-5-3	Surface Preparation	per SF (Note 2)	400	\$ 4.00
P-101-5-4	Paint Removal (Grinding)	per SF (Note 2)	20	\$ 8.00
P-101-5-5	Paint Removal (Waterblasting)	per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting – Black	per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	per SF (Note 3)	160	\$ 16.00
P-620-2-1	Reflective Media – Type I	per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media – Type III	per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements – Blockade Additive	per SF (Note 5)	160	\$ 16.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surface Painted Signs - Waterborne	per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	per SF (Note 7)	200	\$ 30.00
Subtotal:				\$ 509.10
S-105-1-1	Mobilization	Percent (Note 8)		\$ 50.91
Part 2 Subtotal:				\$ 560.01
Sum Part 1 & Part 2:				\$ 582.41

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.



EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: 7

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	per SF (Note 2)	800	\$ 8.00
P-101-5-2	Cleaning of Existing Markings	per SF (Note 2)	400	\$ 60.00
P-101-5-3	Surface Preparation	per SF (Note 2)	400	\$ 4.00
P-101-5-4	Paint Removal (Grinding)	per SF (Note 2)	20	\$ 8.00
P-101-5-5	Paint Removal (Waterblasting)	per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting – Black	per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	per SF (Note 3)	160	\$ 16.00
P-620-2-1	Reflective Media – Type I	per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media – Type III	per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements – Blockde Additive	per SF (Note 5)	160	\$ 16.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surface Painted Signs - Waterborne	per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	per SF (Note 7)	200	\$ 30.00
			Subtotal:	\$ 509.10
S-105-1-1	Mobilization	Percent (Note 8)	10.0000%	\$ 50.91
			Part 2 Subtotal:	\$ 560.01

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentages indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**CONTRACT (Purchase Order) # BEA97**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), notwithstanding anything to the contrary in this Agreement.
- C. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- J. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. **Participation by Disadvantaged Business Enterprises ("DBE"):** The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation's Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

- O. The Florida Department of Transportation hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency); or
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The Contractor further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended (where applicable).
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).



Florida Airfield Maintenance, JV

119 Commerce Way, Suite B

Sanford, FL 32771

(321) 420-4500

Florida Airfield Maintenance, JV has been selected as the FDOT Statewide Airfield Marking Program (SAMP) contractor for the 2021 to the 2023 contract period. This team combined the leading airfield marking consulting firm (Sightline, Inc.) with three local contracting companies (Danton Hydroblasting, Emerald Coast Striping, Roads & Roadways Striping Service) to provide on-call services to Florida's airports. FAM is a committed team of exceptionally qualified airfield marking professionals who can provide airfield marking condition assessments and contracting services including airfield marking cleaning, removal and painting.

The SAMP has been revised to incorporate comments provided by Florida's airfield community and the result is a superior contract to previous versions. The contract is divided into two parts: Airport Pavement Marking Condition Assessment Services and Airport Pavement Marking and Related Services. The airfields have the option to utilize FAM's independent condition assessment team member to evaluate the condition of the airfields pavement markings and provide a detail analysis of pavement marking needs. The airfields can also choose to create its own detailed Scope of Work and provide it to FAM. For the second part of the contract, FAM will provide a proposal from the contract line-item pricing based on the Scope of Work for the pavement marking and related services. These services included rubber removal, cleaning and paint removal, application of pavement markings.

Another modification to the SAMP is that the FDOT Aviation office is providing an Independent Quality Assurance representative (AVCON) at no cost to the airfields. The QA team is responsible for ensuring that the work completed by FAM meets the applicable federal, state, or industry standards as well as satisfaction of the agreed upon Scope of Work. It is the responsibility of FAM to coordinate with the QA team for a pre-construction meeting, provide tentative schedule of work and complete a QA review before demobilizing from the project site.

Finally, there were two additional considerations to the contract language. First the contract sets a minimum project threshold of \$10,000 where FAM has the right to decline to perform the work. However; it's FAM intent to provide the utmost service to the airfields and will review only each of these requests thoroughly to provide options the airfields. Second, within an addendum issued during the procurement process language was added that allow FAM and the airfields to negotiate any services which may not be clearly defined within the line items but is related to the pavement marking services.

FAM is excited to be awarded the SAMP contract and believe that our team will provide exceptional service and results to Florida's airfields. Please contact our Program Manager when your airfield is ready to have its pavement markings evaluated and serviced.

Sincerely,

Lisandro Rosales

Program Manager

Florida Airfield Maintenance, JV

lisandro@dantonhydroblasting.com



Florida Airfield Maintenance, JV

119 Commerce Way, Suite B Sanford, FL 32771

Phone: (321) 439-0311 Fax: (321) 363-4395

Date: 4/19/2021

CUSTOMER
Ramon Senorans, CM Airport Manager Kissimmee Gateway Airport 401 Dyer Blvd Kissimmee, FL 32741

PROJECT
Kissimmee Gateway Airport Taxiway A & B Clean & Restripe Center Line Runway 6-24 Clean & Restripe Center/Edge DATE: 4/19/2021 FAM Proposal # 21-0009-R1

ITEM No.	DESCRIPTION	UM	QTY	UNIT PRICE	SUBTOTAL
TAXIWAY A & B - CLEAN & RESTRIPE CENTER LINE, EDGE LINE and HOLD BARS					
P-101-5-2	Cleaning of Existing Markings	SF	104,472.40	\$0.15	\$15,670.86
P-101-5-5	Paint Removal (Waterblasting)	SF	4,302.00	\$1.35	\$5,807.70
P-620-1-2	Runway/Taxiway Painting - Yellow	SF	39,054.60	\$0.27	\$10,544.74
P-620-1-3	Runway/Taxiway Painting - Black	SF	65,417.80	\$0.30	\$19,625.34
P-620-2-2	Reflective Media - Type III	SF	39,054.60	\$0.70	\$27,338.22
P-620-3-1-1	Paint Enhancements - Biocide Additive	SF	43,356.60	\$0.10	\$4,335.66
P-620-4-1	Surface Painted Signs - Waterborne	SF	4,302.00	\$0.75	\$3,226.50
RUNWAY 6-24 - CLEAN & RESTRIPE CENTER LINE and EDGE LINE					
P-101-5-2	Cleaning of Existing Markings	SF	47,751.00	\$0.15	\$7,162.65
P-620-1-1	Runway/Taxiway Painting - White	SF	35,132.00	\$0.27	\$9,485.64
P-620-1-3	Runway/Taxiway Painting - Black	SF	12,619.00	\$0.30	\$3,785.70
P-620-2-2	Reflective Media - Type III	SF	35,132.00	\$0.70	\$24,592.40
P-620-3-1-1	Paint Enhancements - Biocide Additive	SF	35,132.00	\$0.10	\$3,513.20
SUBTOTAL					\$135,088.61
S-105-1-1	MOBILIZATION			10%	\$13,508.86
TOTAL					\$148,597.47

Scope of Work: This proposal is for the CLEANING and RESTRIPE of markings on RUNWAY 6-24. It also includes the CLEANING and RESTRIPE of taxiway markings on Taxiway A & B as well as intersections. Surface painted signs will be REMOVED and RESTRIPE. A high capacity clean water source and disposal site to be provided by customer. MOT to be provided by customer.

Specifications: Work shall be completed in accordance with the current FAA Advisory Circular 150/5370 Standards for Specifying Construction of Airports, 150/5340 Standards for Airport Markings, Innovative Pavement Research Foundation IPRF01-G-002-05-1 Airfield Marking Handbook, and Florida Administrative Code Chapter 14-60 Airport Licensing, Registration, and Airspace Protection.

Submitted By: Lisandro Rosales
Program Manager
Florida Airfield Maintenance, JV

Accepted By: _____
Date: _____

ITEM 7.D**AUTHORIZATION TO EXTEND AND EXECUTE CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR SCHOOL CROSSING GUARD MANAGEMENT SERVICES THROUGHOUT THE CITY OF KISSIMMEE FOR THE 2021-2022 SCHOOL YEAR****Request**

Authorization to extend and execute the current contract, in the total amount of \$518,966.88, with All City Management Services for the new 2021-2022 school year.

Explanation

The City entered into a contract with All City Management Services in November 2016. All City Management Services has met all requirements of the contract and covered all crossing guard locations during this contract period. The original contract ends June 30, 2021. This request is to renew the contract for the 2021-2022 year.

All City Management Services' hourly rate for crossing guards has increased to \$21.82 from \$20.14/hr. The 2021-2022 contract will include 34 sites at 3.0 hours, 7 sites at 3.5 hours, and 1 site at 2.5 hours a day for a 180-day school year at a cost of \$506,660.40. The annual re-certification training is two hours per crossing guard at a cost of \$1,832.88. The Police Department will be responsible for covering 4 sites for summer school beginning the summer of 2022. Each site will have two crossing guards for a total of 24 hours per day. There are approximately 20 summer school days in the session. The cost for the addition of summer school coverage is \$10,473.60. Therefore, the cost to cover 42 sites, annual crossing recertification and summer school is \$518,966.88.

Adequate funding is available in the current year budget for the first three months of this contract; the remaining nine months will be paid for from the FY 2022 budget appropriation.

Recommendation

Staff recommends approval to extend and execute the contract for \$518,966.88 with All City Management Services for the management of all City of Kissimmee School Crossing Guards for an additional year (2021-2022).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Kissimmee FL 2021.2022 Pricing Letter - All City
2. Kissimmee FL 2021-2022 Services Contract - All City



ALL CITY MANAGEMENT SERVICES

March 22, 2021

Christopher Succi
Captain
City of Kissimmee
101 Church Street, Kissimmee, FL 34741

Dear Captain,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2021-2022 fiscal year.

As a contract provider All City Management Services (ACMS) is keenly aware of the budgetary concerns faced by many of our clients. For the past two years we have experienced cost increases in most facets of our operations. Our goal this year is also to increase Crossing Guard wages. To accomplish this, we must request a price increase for the coming fiscal year.

To facilitate the calculation of the 2021-2022 annual cost of your Crossing Guard program we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program as it currently exists.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell, General Manager

Client Worksheet 2021 - 2022

Department: 200601/200602

Billing Rate for 2021/2022: \$21.82

City of Kissimmee
101 Church St.
Kissimmee, FL 34741

KEY:**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		102		180		\$21.82	=	\$400,615.20
34	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		24.5		180		\$21.82	=	\$96,226.20
7	Sites at 3.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		2.5		180		\$21.82	=	\$9,819.00
1	Site at 2.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

SDOT Annual Re-Certification Training @ 2 hours per Crossing Guard

		84		1		\$21.82	=	\$1,832.88
42		Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School

		24		20		\$21.82	=	\$10,473.60
4	Sites w/ 2 grds each@ 3 hrs /day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS**23784****TOTAL ANNUAL PROJECTED COST****\$518,966.88**



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June __, 2021 and is between the CITY OF KISSIMMEE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide forty-two (42) or more personnel trained (by an FDOT certified Trainer) in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the Kissimmee Police Department.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. If the Contractor fails to supply an immediate replacement and the City is forced to provide a temporary replacement, even for a short time period, the Contractor shall reimburse the City the going rate for a detail officer which is Forty-one Dollars (\$41.00) per hour for a minimum of two hours.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws, codes and ordinances of the State of Florida and the City of Kissimmee.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws, codes and ordinances of the State of Florida and City of Kissimmee pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City of Kissimmee. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City of Kissimmee.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City of Kissimmee.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-one Dollars and Eighty-two Cents (**\$21.82**) per hour, per Crossing Guard during the term.

Based upon a projected (23,784) hours of service the cost shall not exceed Five Hundred Eighteen Thousand Nine Hundred and Sixty-seven Dollars (\$518,967.00) per year. This pricing includes 180-day school year, SDOT annual re-certification training and summer school coverage.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond June 30, 2022, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. Any modifications to this Agreement, including a renewal of this Agreement pursuant to paragraph 17, shall be in writing and executed by both parties to this Agreement.
19. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have and maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Osceola County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.
21. The prevailing party in any law suite shall be entitled to attorney's fees and costs including any appellate fees and costs.

22. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Kissimmee

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

ITEM 7.E**BUDGET ADJUSTMENT TO THE POLICE SPECIAL OPERATIONS DIVISION'S OVERTIME ACCOUNT****Request**

Approval to increase revenues along with the Police Special Operations division's overtime account in the amount of \$9,015 to account for the reimbursement of overtime incurred as part of the High Intensity Drug Trafficking Area (HIDTA) Task Force.

Explanation

Members of the Police Special Operations division assigned to the Osceola County Investigative Bureau (OCIB) will, from time to time, participate in long-term criminal investigations into the sale of drugs that are undertaken by the federal government. During these cases, the federal government under the HIDTA Task Force will reimburse overtime expenses incurred by local law enforcement agencies.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00130601-501414		Increase	\$9,015	
00100369-369900		Increase	\$9,015	

Financial Summary:

The reimbursement check has been received and will be deposited upon approval of the budget adjustment.

Recommendation

Staff recommends approval of a budget adjustment to increase revenues along with the Police Special Operations division's overtime account in the amount of \$9,015 for the reimbursement of overtime incurred as part of the HIDTA Task Force.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

City of Kissimmee

Presenter: Jeffrey Odell

Attachment(s):

None

ITEM 7.F
DISPOSAL OF CITY ASSETS

Request

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

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. Auction COK05'21

City of Kissimmee
Surplus Property Auction List
May-21 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	QTY	SERIAL #	CITY #
PD439	2007 FORD CROWN VIC PD439		2FAHP71W97X149129	20129
PD447	2008 FORD CROWN VIC PD447		2FAHP71V78X151129	22504
PD500	2009 FORD CROWN VIC PD500		2FAHP71VX9X134276	20704
PD501	2009 FORD CROWN VIC PD501		2FAHP71V39X134278	24840
AIRPORT	WOODEN SHED			N/A
PARKS	KONICA MINOLTA COPIER		A161011005490	22516
PARKS	DESKTOP PODIUM (2)			N/A
PARKS	KEYBOARD DESK ATTACHMENT			N/A
PARKS	BLACK SOUND BOARD STORAGE BOX			N/A
PARKS	SCREEN STORAGE BOX WITH STAND			N/A
PARKS	PEAVEY ELECTRONICS SPEAKERS (4)			N/A
PARKS	OOP AUDIO SPEAKERS (2)			N/A
PARKS	MUSIC STANDS (5)			N/A
PARKS	MUSICAL KEYBOARD/ PIANO STAND			N/A
PARKS	TOA 900 SERIES AMP FACE PLACE			N/A
PARKS	HOOVER GUARDSMAN VACUUM			N/A
PARKS	MIXER/AMP			N/A
PARKS	WALL COMBINING PANEL AND WIRES			N/A
PARKS	TOA AMPLIFIER (3)			N/A
PARKS	ADJUSTABLE TV STAND PANEL			N/A
PARKS	ANTEX ELECTRONICS XM SATELITTE RADIO			N/A
PARKS	CREST AUDIO AMPLIFIER (5)			N/A
PARKS	TV STAND WALL MOUNTS (2)			N/A
PARKS	DENON CD PLAYER			N/A
PARKS	SAMSUNG VCR (2)			N/A
PARKS	BBQ GRILL			N/A
PARKS	SCHWIN SPRINT PRO EXERCISE BIKE			N/A
PARKS	WORKOUT BENCH (2)			N/A
PARKS	SCHWIN SPRINT PRO EXERCISE BIKE			21649
PARKS	TREDMILL SPRINT FITNESS			23751
PARKS	TREDMILL STARTAK			12140
PARKS	CYBEX LEG EXTENSION WEIGHT MACHINE			21507

PARKS	CYBEX OVERHEAD SHOULDER PRESS WEIGHT MACHINE			21506
PARKS	CYBEX ROTARY HOP EXERCISE WEIGHT MACHINE			21505
PARKS	CYBEX TRICEP ARM EXTENSION WEIGHT MACHINE			21508
PARKS	CYBEX LEG CURL WEIGHT MACHINE			21509
PARKS	CYBEX ARM CURL WEIGHT MACHINE			21510
PARKS	CYBEX SEATED LEG PRESS WEIGHT MACHINE			21511
PARKS	CYBEX ABDOMINAL WEIGHT MACHINE			21512
PARKS	CABLE LAT PULLDOWN WEIGHT MACHINE			14024
PARKS	CYBEX CABLE CROSSOVER WEIGHT MACHINE			21525
PARKS	HAMMER STRENGTH HIP FLEXER WORKSTATION			21526
PARKS	GRAVITRON 200 DIP/LAT ASSIST WEIGHT MACHINE			21527
PARKS	CYBEX BACK/SHOULDER ROW WEIGHT MACHINE			21528
PARKS	CYBEX CHEST PRESS WEIGHT MACHINE			21529
PARKS	CYBEX CHEST FLY WEIGHT MACHINE			21530
POLICE	ROCKET IOT (PART OF BODY CAM SYSTEM)		X17-206-017	N/A
POLICE	ROCKET IOT (PART OF BODY CAM SYSTEM)		X17-209-042	N/A
POLICE	MOTOROLA RADIO	XTL5000	500CKX0839	21261
POLICE	MOTOROLA RADIO	XTL5000	500CKX0811	21259
POLICE	MOTOROLA RADIO	XTL5000	500CJD1807	20108
POLICE	MOTOROLA RADIO	XTL5000	500CG21645	19921
POLICE	MOTOROLA RADIO	XTL5000	500CLF0797	20729
POLICE	MOTOROLA RADIO	XTL5000	500CJD1820	20405
POLICE	MOTOROLA RADIO	XTL5000	500CKX0822	21239
POLICE	MOTOROLA RADIO	XTL5000	500CKX0851	21374

City of Kissimmee
Surplus Property Auction List
May-21 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PARKS	LOBBY SIGN (METAL)			N/A
POLICE	CEW DEVICE AXON TASER	X2	X29009611	24957
POLICE	L3 COMMUNICATIONS VIDEO CAMERA		AN010300499	25299

ITEM 7.G**AWARD FOR THE CONSTRUCTION OF BUEN VECINO APARTMENTS - OSCEOLA COUNCIL ON AGING****Request**

Execute a funding commitment letter to Osceola Council on Aging in the amount of \$500,000 in support the construction of the Buen Vecino Apartments.

Explanation

The Osceola Council on Aging is proposing to apply for federal funding to construct a senior housing project consisting of 60 units on a 6.58 acre site located in Osceola County. The Council approached the City requesting a funding commitment in the amount of \$1,000,000. The commitment will only apply if the Council application wins the grant.

Staff has reviewed the request and, after evaluating all of our current funding sources, recommends signing a commitment letter in the amount of \$500,000 for the project. Council on Aging will be required to submit a formal application during one of the City's upcoming funding cycles. If at that time additional funding sources are available, the Commission may choose to allocate additional monies to the project.

Recommendation

Execute a funding commitment letter in the amount of \$500,000 to Osceola Council on Aging in support the construction of the Buen Vecino Apartments.

REQUESTED CITY COMMISSION ACTION:

Execute

Department: Development Services

Presenter:

Attachment(s):

1. BuenVecino Apartments - request from Osceola Council on Aging
2. Buen Vecino Apartment_commitment letter



BUEN VECINO APARTMENTS

Presented By:
Wendy Ford

President and CEO
Osceola Council on Aging
Office 407-846-8541
Cell 407-383-0012
osceolagenerations.org



Our Mission

Osceola Council on Aging is seeking \$ 1.0 million in funding from the City of Kissimmee. These funds will supplement other funding sources including HUD and tax credits.

This senior housing project centers around a concept that begins with the lifestyle of the resident, and a theory that support services can act in an orchestrated concert of wellness, growth, and positive change with an enhanced built and natural environment. This enables senior residents to grow collectively, individually, but most importantly, autonomously. This critically important funding commitment will go towards making this concept a reality and allow the Council to serve the City of Kissimmee's most vulnerable residents.

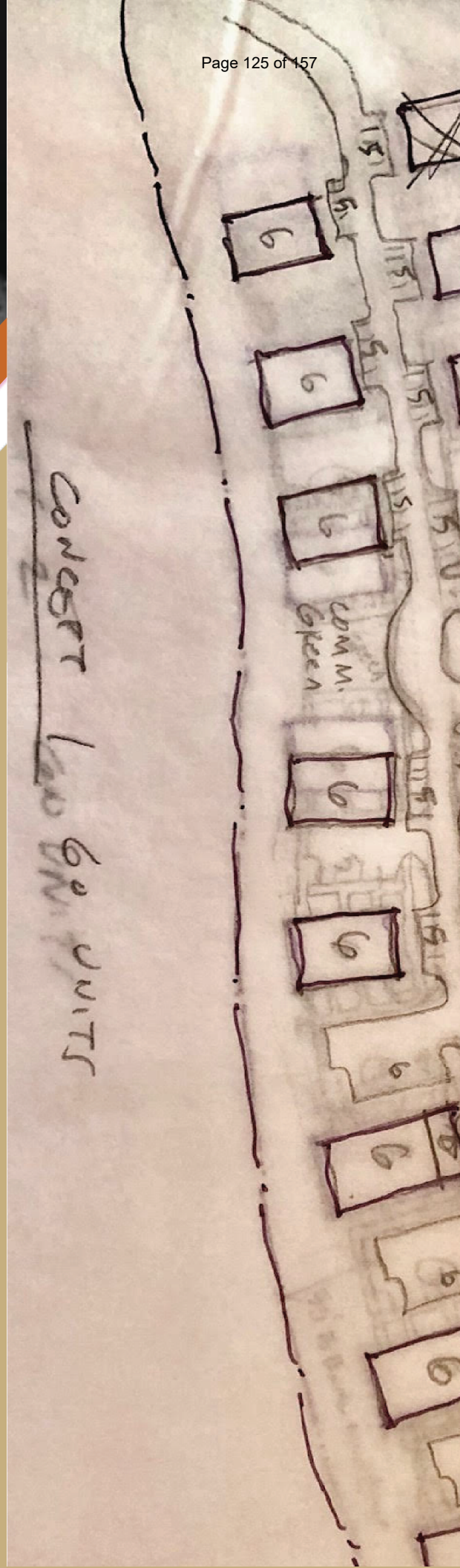


The Plan

The plan calls for constructing sixty units of one-story multi-unit buildings on a 6.58 acre site that was formerly a golf course within the jurisdiction of the City of Kissimmee and Osceola County.

A funding commitment is needed from City of Kissimmee in order to earn critical points on HUD's competitive application. Twenty six percent of all points awarded involve local funding commitments and the leverage which they bring. Although this commitment is needed for the application, the commitment will only apply if the Council application wins the grant and funds will not be needed till 2023. In addition, a funding request is being made to Osceola County.

Funding from City of Kissimmee will allow the Council to procure over \$31 million of other funding. For every \$1 of County funds, the project will produce \$16 of other funding over the life of the HUD mortgage.



The Budget

The following is a summary of both the construction and operating budgets.

Development Budget

Development Costs	\$ 15,443,700
Land Cost	\$ 1,200,000
Total	\$ 16,643,700

Funding Sources

HUD Section 202 Grant	\$ 5,300,000
LIHTC 4% Credits	\$ 6,643,700
Supplemental Funding (County)	\$ 2,000,000
Supplemental Funding (City)	\$ 1,000,000
Deferred Developer Fee (Council)	\$ 500,000
Land Donation (Council)	\$ 1,200,000

Total **\$ 16,643,700**

In addition to construction funds, HUD will provide rental support for all 60 units. The value of this support is estimated to be over \$446,000 annually for the 40 year life of the HUD mortgage.

The Budget

\$1 In City/
County
Funding

= \$16

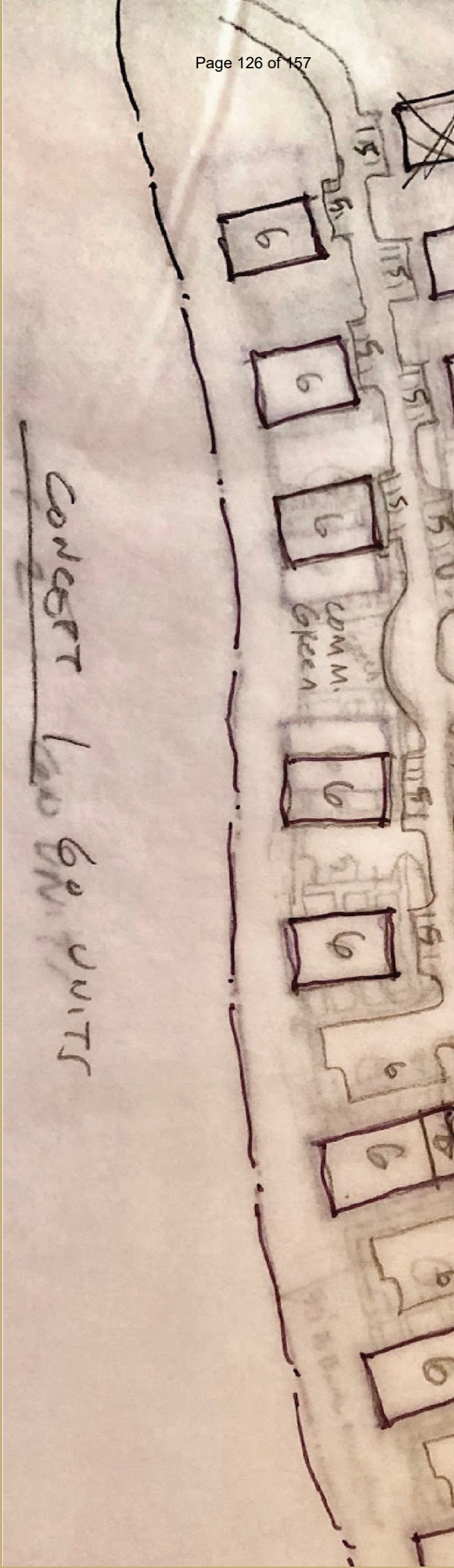
In Other Funding Produced over
the project lifespan

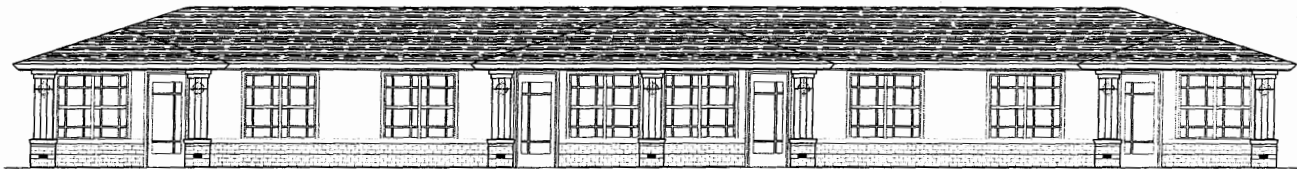
10-12
Months of Construction
stimulus and employment

446k
per year
in value over 40 years

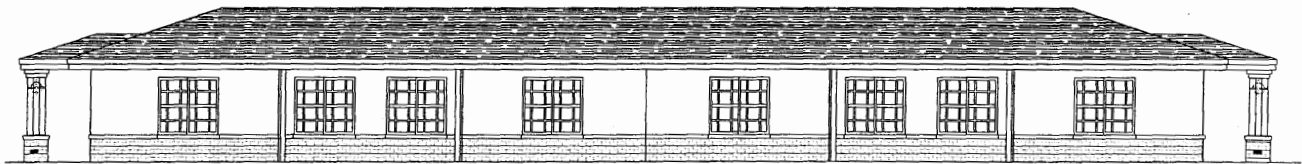
The following is the development
schedule.

Funding Application	2nd Quarter 2021
Funding Announcement	4th Quarter 2021
Construction Commences	1st Quarter 2023
Occupancy	1st Quarter 2024

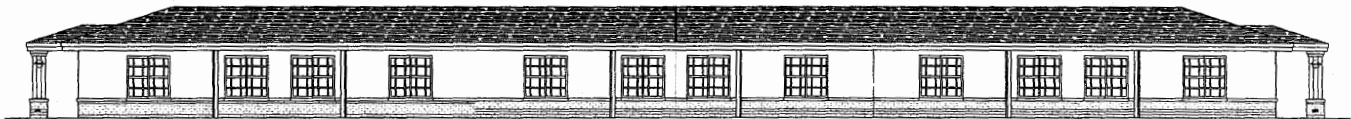




BUILDING TYPE "A" (4 UNITS)



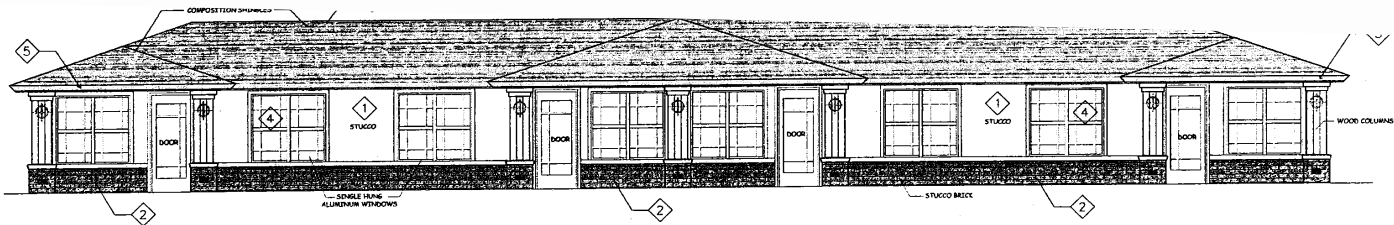
BUILDING TYPE "B" (DOUBLE LOADED CORRIDOR - 8 UNITS)



BUILDING TYPE "C" (DOUBLE LOADED CORRIDOR - 12 UNITS)

ELEVATIONS

BUEN VECINO APARTMENTS



SPECIFIC NOTES - COLOR LOCATION

- 1 Main wall color - light beige
- 2 Accent wall color (stucco/brick) - dark brown/red
- 3 Roof color - light brown (asphalt shingles)
- 4 Windows - white
- 5 Trim - light brown

RENDERING

BUEN VECINO APARTMENTS



Our Commitment

Osceola Council on Aging will support the project in a variety of ways, which includes the donation of the land at over \$1.2 million, a deferral of the development fee, the provision of support services for residents, operational management of the project, and funding the cost to coordinate/submit the HUD funding application.



OFFICE OF THE CITY COMMISSION

MAYOR OLGA GONZALEZ

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.2315

May 7, 2021

U.S. Department of Housing and Urban Development
451 7th Street S.W.
Washington, DC 20410

Re: Financial Commitment for the Proposed Buen Vecino Apartments
Parcel ID No: 01-25-29-0000-0033-0000

Dear Sir or Madam:

On behalf of the Kissimmee City Commission and upon review and consideration of your funding request as part of the City's contribution in your HUD Section 202 application, I am glad to inform you that the City intends to commit at least \$500,000 to the project.

This commitment is contingent upon HUD's approval of your grant application and your formal submittal of a project application to the Housing and Community Development Division.

We are looking forward to participating in the development of this exciting project that will help house the seniors in our community!

Sincerely,

Olga Gonzalez
Mayor

cc: City Commission



ITEM 7.H**CHANGE ORDER FOR LEGAL SERVICES FOR THE WEST OAK STREET WIDENING AND INTERSECTION IMPROVEMENTS PROJECT AT JOHN YOUNG PARKWAY.****Request**

Approval to increase the purchase order in the amount associated with legal services, by \$280,000 for the West Oak Street Widening Project at John Young Parkway.

Explanation

On November 5, 2019 the City Commission approved Supplemental Agreement No. 1 to increase the amount of the Florida Department of Transportation (FDOT) LAP Agreement budget to \$5,059,283, equal to the City's estimated cost for the right-of-way acquisition associated with this project.

Gray Robinson, P.A. is the firm providing legal services associated with the Right of Way acquisition for the West Oak Street widening and intersection improvement project. Unfortunately, settlement negotiations with the remaining property owners have stalled and the firm has filed suit against the property owners on the City's behalf, which means legal fees, expert fees, and business damage consultant fees and costs will increase. Order of Taking hearings on the remaining parcels are expected to be scheduled in late June. The firm has provided City staff with an estimate of \$280,000 needed to complete the acquisition, to include all fees and costs associated with the eminent domain proceedings.

Staff has reviewed the cost projection and determined it is in line with current fees for the work involved in this project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145656 - 506191	PW1729	Decrease	2,325,330	280,000

Financial Summary:

Sufficient funds are available in the PW1729 project account to fully fund this change order to increase the purchase order (PO 19-000692) amount by \$280,000.

Recommendation

Staff recommends approval of an increase to the purchase order in the amount of \$280,000 for the West Oak Street Widening Project at John Young Parkway and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
None

ITEM 7.I

ASTON SQUARE - FINAL PLAT (DRC#20-00036)

Request

City Commission approval of the final plat known as Aston Square.

Explanation

The owner of the property, Park Square MF, LLC, is requesting final plat approval without a guarantee. The subdivision is located west of Valencia College and north of US 192 and is subdividing an unplatted parcel into three lots and a lift station tract for development purposes. The plat also dedicates ditch right-of-way to the City of Kissimmee for portions of Mill Slough and drainage ditch along the north boundary line, in accordance with Land Development Code §14-10-3(D)(3).

Recommendation

Staff recommends approval of Aston Square final plat.

REQUESTED CITY COMMISSION ACTION:

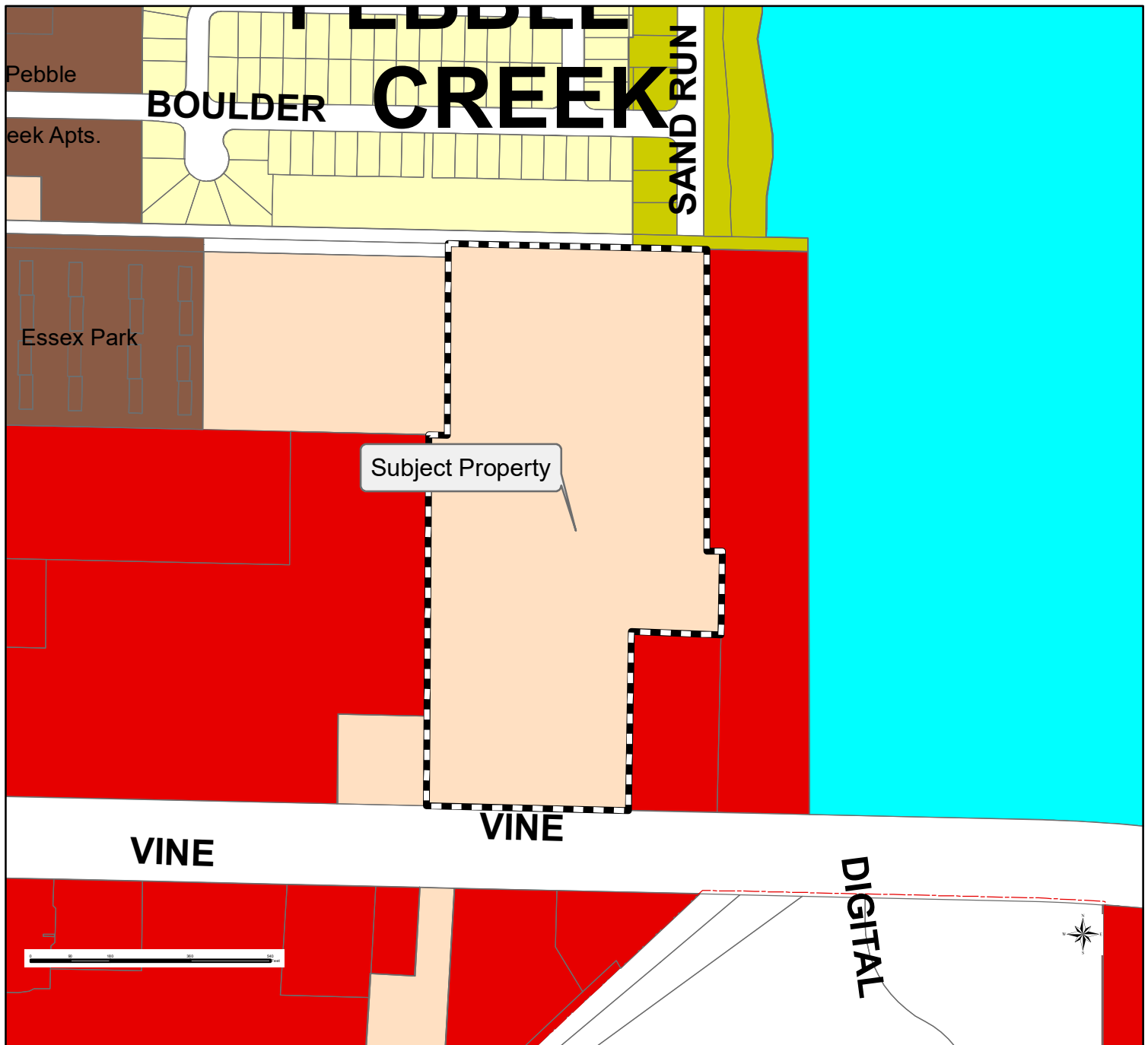
Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. 20-036 Aston Square aka NEO at Kissimmee-FP_VM
2. 20-036 Aston Square aka NEO at Kissimmee-FP



Subject Property	RA-4 (Single Family Residential 6,000 sqft)	HC (Highway Commercial)
CRA District Boundary	RB-1 (Medium Density Residential)	B-5 (Office Commercial)
Railroad	RB-2 (Medium Density Residential - Office)	BP (Business Park)
City Limit Boundary	RC-1 (Multiple Family Medium Density Residential)	IB (Industrial Business)
Kissimmee Gateway Airport	RC-2 (Multiple Family High Density Residential)	AO (Airport Operations)
Lake Surfaces	MH-1 (Mobile Home 9,000 sqft)	AI (Airport Industrial)
Zoning Districts		
Zoning District Designations		
AC (Agricultural Conservation)	MH-2 (Mobile Home 6,000 sqft)	CF (Community Facility)
RE (Residential Estate)	MHP (Mobile Home Park)	HF (Hospital Facility)
RA-1 (Single Family Residential 12,000 sqft)	RPB (Residential Professional Business)	UT (Utilities)
RA-2 (Single Family Residential 9,000 sqft)	B-1 (Downtown Commercial)	OS (Open Space)
RA-3 (Single Family Residential 7,000 sqft)	B-2 (Neighborhood Commercial)	RPUD (Residential Planned Unit Development)
	B-3 (General Commercial)	SRPUD (Short Term Rental Planned Unit Development)
	B-4 (Main Street Commercial)	MUPUD (Mixed Use Planned Unit Development)

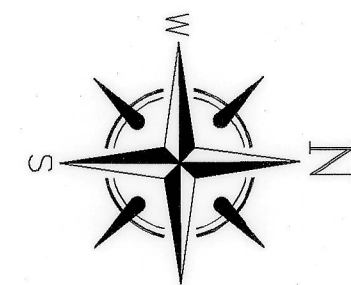
SHEET 2 OF 2

PLAT
BOOK

PAGE

ASTON SQUARE

A PORTION OF THE SOUTHWEST 1/4
SECTION 14, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE
OSCEOLA COUNTY, FLORIDA



GRAPHIC SCALE

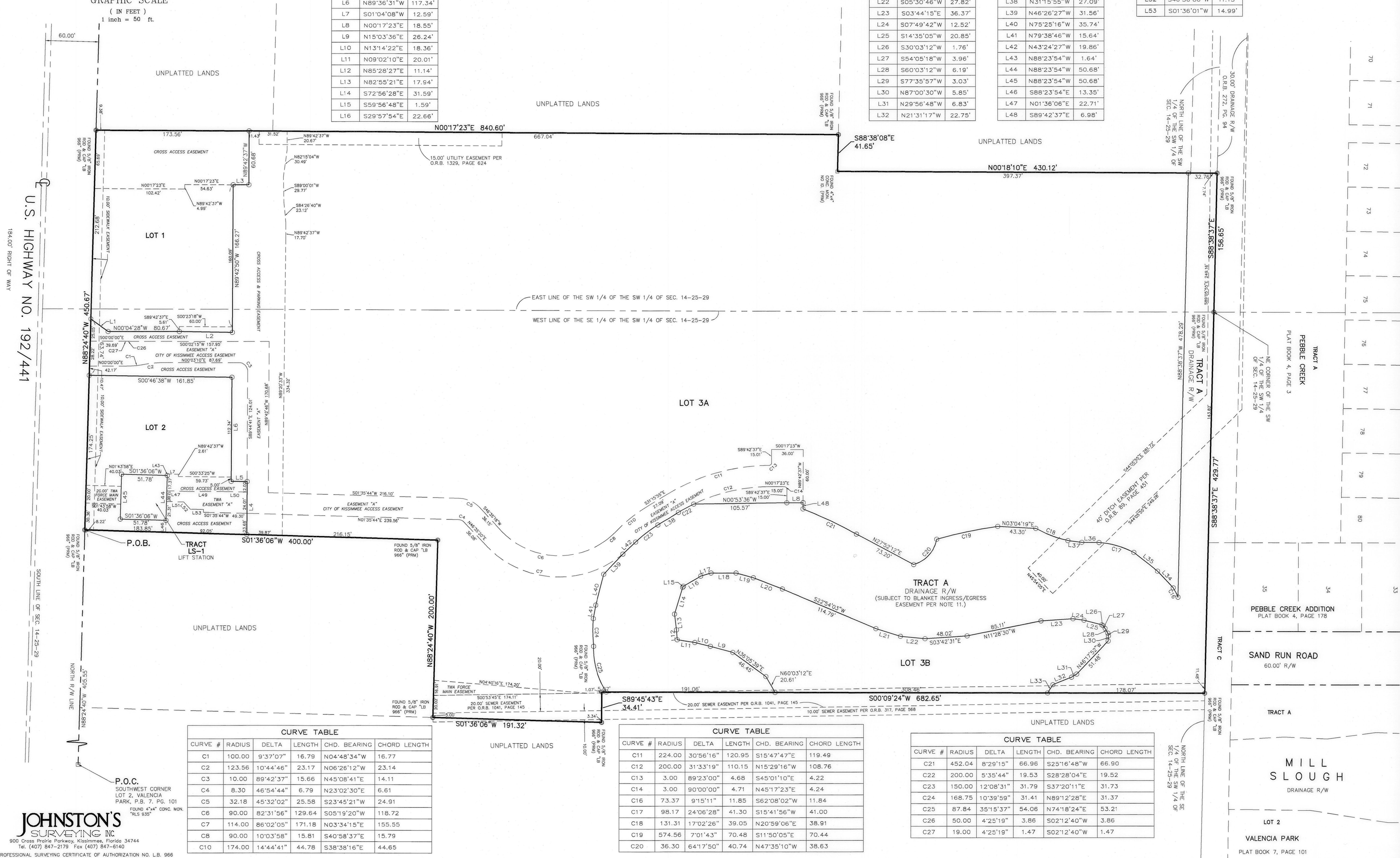
(IN FEET)
1 inch = 50 ft.

LINE #	DIRECTION	LENGTH
L1	N35°56'50"E	24.28'
L2	N00°56'16"E	60.00'
L3	N00°17'23"E	18.00'
L4	N89°42'46"W	59.70'
L5	S00°17'23"W	18.21'
L6	N89°36'31"W	117.34'
L7	S01°04'08"W	12.59'
L8	N00°17'23"E	18.55'
L9	N15°03'36"E	26.24'
L10	N13°14'22"E	18.36'
L11	N09°02'10"E	20.01'
L12	N85°28'27"E	11.14'
L13	N82°55'21"E	17.94'
L14	S72°56'28"E	31.59'
L15	S59°56'48"E	1.59'
L16	S29°57'54"E	22.66'

LINE #	DIRECTION	LENGTH
L17	S16°41'27"E	12.22'
L18	S00°03'12"W	28.41'
L19	S15°15'49"W	20.37'
L20	S21°13'54"W	35.21'
L21	S17°29'57"W	29.17'
L22	S05°30'46"W	27.82'
L23	S03°44'15"E	36.37'
L24	S07°49'42"W	12.52'
L25	S14°35'05"W	20.85'
L26	S30°03'12"W	1.76'
L27	S54°05'18"W	3.96'
L28	S60°03'12"W	6.19'
L29	S77°35'57"W	3.03'
L30	N87°00'30"W	5.85'
L31	N29°56'48"W	6.83'
L32	N21°31'17"W	22.75'

LINE #	DIRECTION	LENGTH
L33	N57°41'00"W	11.25'
L34	N47°10'34"E	25.83'
L35	N37°58'38"E	34.46'
L36	N00°43'02"E	19.46'
L37	N06°42'11"E	15.76'
L38	N31°15'55"W	27.09'
L39	N46°26'27"W	31.56'
L40	N75°25'16"W	35.74'
L41	N79°38'46"W	15.64'
L42	N43°24'27"W	19.86'
L43	N88°23'54"W	1.64'
L44	N88°23'54"W	50.68'
L45	N88°23'54"W	50.68'
L46	S88°23'54"E	13.35'
L47	N01°36'06"E	22.71'
L48	S89°42'37"E	6.98'

LINE #	DIRECTION	LENGTH
L49	N00°13'29"E	42.02'
L50	N01°36'06"E	26.24'
L51	N01°36'06"E	19.34'
L52	S46°36'06"W	11.13'
L53	S01°36'01"W	14.99'



CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	100.00	9°37'07"	16.79	N04°48'34"W	16.77
C2	123.56	10°44'46"	23.17	N06°26'12"W	23.14
C3	10.00	89°42'37"	15.66	N45°08'41"E	14.11
C4	8.30	46°54'44"	6.79	N23°02'30"E	6.61
C5	32.18	45°32'02"	25.58	S23°45'21"W	24.91
C6	90.00	82°31'56"	129.64	S05°19'20"W	118.72
C7	114.00	86°02'05"	171.18	N03°34'15"E	155.55
C8	90.00	10°03'58"	15.81	S40°58'37"E	15.79
C10	174.00	14°44'41"	44.78	S38°38'16"E	44.65

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C11	224.00	30°56'16"	120.95	S15°47'47"E	119.49
C12	200.00	31°33'19"	110.15	N15°29'16"W	108.76
C13	3.00	89°23'00"	4.68	S45°01'10"E	4.22
C14	3.00	90°00'00"	4.71	N45°17'23"E	4.24
C16	73.37	9°15'11"	11.85	S62°08'02"W	11.84
C17	98.17	24°06'28"	41.30	S15°41'56"W	41.00
C18	131.31	17°02'26"	39.05	N20°59'06"E	38.91
C19	574.56	7°01'43"	70.48	S11°50'05"E	70.44
C20	36.30	64°17'50"	40.74	N47°35'10"W	38.63

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C21	452.04	8°29'15"	66.96	S25°16'48"W	66.90
C22	200.00	5°35'44"	19.53	S28°28'04"E	19.52
C23	150.00	12°08'31"	31.79	S37°20'11"E	31.73
C24	168.75	10°39'59"	31.41	N89°12'28"E	31.37
C25	87.84	35°15'37"	54.06	N74°18'24"E	53.21
C26	50.00	4°25'19"	3.86	S02°12'40"W	3.86
C27	19.00	4°25'19"	1.47	S02°12'40"W	1.47

JOHNSTON'S
SURVEYING INC.
900 Cross Proline Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

ITEM 7.J**AWARD OF THE DESIGN SERVICES CONTRACT FOR THE TRAFFIC SIGNAL AT THE BALL PARK ROAD AND DYER BOULEVARD INTERSECTION TO T.Y. LIN INTERNATIONAL****Request**

Approval to award the design services contract for the traffic signal at the Ball Park Road and Dyer Boulevard Intersection to T.Y. Lin International in the amount of \$78,328.00.

Explanation

The City has selected one of its Continuing Services Consultants, T.Y. Lin International, as the design consultant to provide signal engineering and design for the Signalization at Ball Park Rd. and Dyer Blvd at a cost of \$78,328.00. The scope of the work will include the following design services; signalization, signing and pavement markings, surveying, subsurface utility engineering (SUE), geotechnical, and utility coordination. It will also include contract development and management of the project, review existing project information, and field inspection to collect field data needed for the initial project coordination.

In compliance with the City's agreement with EPOCH Development, the developer agreed to cover the design cost associated with the future traffic signal at the intersection of Ball Park Road and Dyer Boulevard. Once the design is completed, the project will be prioritized and budgeted for in the future.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35545206 506393			\$78,328.00	\$78,328.00

Financial Summary:

Adequate funds are available in the fiscal year 2021 budget to cover this cost.

Recommendation

Staff recommends approval to award the design services contract for the traffic signal at the Ball Park Road and Dyer Boulevard Intersection to T.Y. Lin International in the amount of \$78,328.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. COK - Ball Park Road Signalization Fee Proposal-09-25-2020
2. COK Work Order.Addendum Form- TYL_5.10.21_Signed051021

September 25, 2020

Ashley L. Willis, P.E.
Assistant PW Director / City Engineer
101 Church St., Ste. 301
Kissimmee, FL 34741

Subject: DESIGN FEE PROPOSAL
FOR THE SIGNALIZATION AT BALL PARK RD. AND DYER BLVD.

Dear Mr. Willis:

Thank you for the opportunity to submit this proposal for design services for the referenced project. This fee proposal is to perform engineering design services for a proposed signalization at the intersection of Ball Park Road and Dyer Boulevard. Design services will include; signalization, signing and pavement markings, surveying, subsurface utility engineering (SUE), geotechnical, and utility coordination.

SCOPE OF WORK

This scope of work, detailed herein, consist of final design of the signalization of the Ball Park Rd. and Dyer Blvd intersection.

Project Initiation/Management

Project Initiation

- Contract development and management of the project
- Review existing project information
- Field inspection to collect field data needed for initial project coordination
- Prepare for and attend one Kick-Off meeting with City of Kissimmee
- Meeting minutes will be prepared and distributed for the Kick-Off meeting

Project Management and Coordination

Our level of effort for project management and coordination that will occur after the Project Initiation phase is based on the following elements.

- Design effort assumed at 6 months from Notice to Proceed
- Four (4) deliverables; 30%, 60%, 100% and final signed and sealed plan set
- One meeting after each deliverable to discuss comments and approval prior to commencing next deliverable
- Design plans (11x17) will include signal plans, signing and pavement marking plans, and horizontal and vertical alignment

Traffic Study

We will use the traffic study provided by the City of Kissimmee dated August 2018 for Florida Ridge Apartments. The traffic counts are within 5 years and are acceptable for this design. The traffic study will be used to determine the signal timing and Level of Service (LOS) for the intersection.

Develop Survey Base Plan

Survey plan information will be provided by Johntson's Surveying Inc., subconsultant to T.Y. Lin International. The survey will comprehend 200 feet each way of the intersection with horizontal and vertical datum references.

Subsurface Utility Engineering (SUE)

SUE services will be performed by Blood Hound to estimate horizontal location of public and private detectable underground utilities within 200 feet each way of the intersection. This service will also include vertical investigation of possible conflicts with the proposed mast arm locations.

Geotechnical

Service will include four (4) borings to 30 feet for the mast-arm structures.

Exceptions and Assumptions

- Roadway work
- Existing drainage to be maintained. No work is expected as part of this scope.
- Street lighting is to be maintained.
- Signing and Pavement Markings beyond 200 feet of the intersection
- Environmental and permitting work will be performed by the City
- Maintenance of Traffic Plans will be by the Contractor or provided by the City

TYLI hereby proposes to provide engineering design services for the following fee amount(s):

<u>Lump Sum Fee</u>			
	Signalization Analysis and Plans	\$	57,000
	Survey	\$	3,750
	SUE	\$	7,650
	Geotechnical	\$	9,928
	Total Design Services	\$	78,328

We greatly appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me.

Best regards,



Kevin Ducharme, P.E.
Vice President

**CITY OF KISSIMMEE
CITY COMMISSION WORK ORDER/ADDENDUM**

Work Order/
ADDENDUM #:

DATE: April 28, 2021

AMENDMENT:

Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with T.Y. Lin International, the following described work order/change(s) are agreed to and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

Provide signal engineering and design for the Signalization at Ball Park Rd. and Dyer Blvd. The scope of the work will include the following design services; signalization, signing and pavement markings, surveying, subsurface utility engineering (SUE), geotechnical, and utility coordination. It will also include contract development and management of the project, review existing project information, and field inspection to collect field data needed for initial project coordination. The plan set will consist of five (5) sheets at 1" = 40' scale.

FORM OF COMPLETED DELIVERABLES:

1. Engineering Plans – 4 sets of 11 x 17 prints and CAD files.
2. Construction Documents

BASIS OF PAYMENT: Services shall be made on the basis of Lump Sum method in accordance with the Work Order/Agreement, the total not to exceed \$78,328 further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 6 calendar months from the receipt of this fully executed Addendum.

Contract Total Dollars:	\$ 78,328
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	+ \$0.00
NET CONTRACT TOTAL DOLLARS:	\$ 78,328

Accepted By: Kevin S. Ducharme
(Signature)

City Engineer: Ashley Willis
Ashley L. Willis P.E, City Engineer

Title/Position: Kevin S. Ducharme
Vice President

Approved By: _____
City Manager (Signature)

Approved By: Robert Tanaka
Director PW&E

Approved By: _____
Mayor (Signature)

Requested By: Masiku
Digitally signed by Robert Tanaka Masiku
Date: 2021.04.29 10:18:32 -04'00'

City Commission Approval Date: _____
(If required)

Approved as to Form and Legality: _____
City Attorney (Signature)

ITEM 8.A

PRESENTATION OF THE CITY OF KISSIMMEE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY AND VINE STREET COMMUNITY REDEVELOPMENT AGENCY 2020 ANNUAL REPORT

Request

Presentation of the Downtown Kissimmee Community Redevelopment Agency and Vine Street Community Redevelopment Agency 2020 Annual Report.

Explanation

In accordance with the Community Redevelopment Act, Florida Statute Chapter 163, Section 371, the 2020 Annual Report for both the Downtown Kissimmee Community Redevelopment Agency (CRA) and the Vine Street CRA was submitted to the Department of Economic Opportunity, Osceola County and City Management.

At this time staff would like to present the annual report and an accompanying video to the CRA Board and answer any questions the Board may have.

Recommendation

Presentation of the Downtown Kissimmee Community Redevelopment Agency and Vine Street Community Redevelopment Agency 2020 Annual Report.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. COK CRA Annual Report for 2020 FINAL

CITY OF KISSIMMEE

**Community Redevelopment Agencies
Annual Report 2020**



Community Redevelopment Agencies

2019/2020 Changes for CRA's

- Florida State Statute 163 Govern CRA's
- Kissimmee CRA's; Downtown Kissimmee CRA (1992), Vine Street CRA (2012)
- Funding is provided by Tax Increment Funding
- State Reporting Requirements – Must include expended funds on affordable housing for low/median income residents, green spaces, and pocket parks for low income neighborhoods

CRA COMMISSION

2020

Jose Alvarez – Mayor

Angela Eady – Commissioner

Jim Fisher – Commissioner

Olga Gonzalez – Commissioner

Felix Ortiz – Commissioner

DOWNTOWN KISSIMMEE CRA

Boundaries:

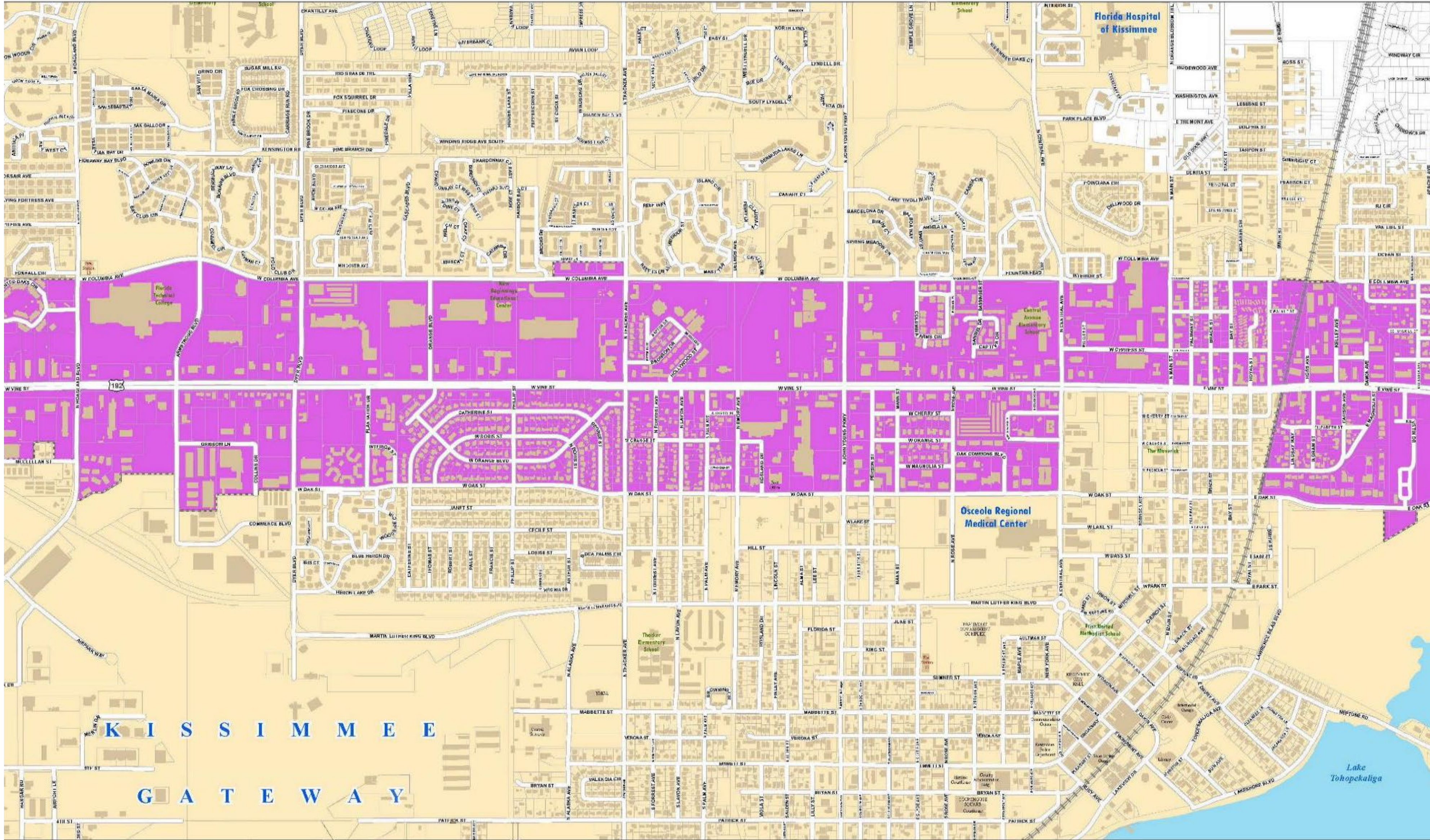
US192

John Young Parkway

Lawrence Silas Boulevard

Lakefront Park





VINE STREET CRA

Boundaries:

¼ mile north of
US192

¼ mile south of
US192

North Bass
Road

Denn John
Lane

Downtown Kissimmee CRA Budget

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2019</u>	<u>ADJUSTED BUDGET FY 2020</u>	<u>ESTIMATE FY 2020</u>	<u>BUDGET FY 2021</u>
Intergovernmental				
Revenue	\$ 1,174,340	\$ 1,253,047	\$ 1,252,934	\$ 1,314,925
Interest Earnings	45,344	30,000	35,000	30,000
Miscellaneous Revenue	58,626	60,384	60,384	62,196
Transfer from General				
Fund	810,697	865,033	864,955	907,750
Fund Balance Carryover	<u>1,158,775</u>	<u>1,291,961</u>	<u>2,279,461</u>	<u>1,175,315</u>
TOTAL SOURCES	\$ <u>3,247,782</u>	\$ <u>3,500,425</u>	\$ <u>4,492,734</u>	\$ <u>3,490,186</u>
Professional Services	\$ 37,648	\$ 765,731	\$ 765,731	\$ 37,000
Other Operating Costs	45,583	239,805	154,334	227,345
General Fund Admin Cost	159,228	106,412	106,412	101,454
Capital Outlay	39,642	774,677	774,677	500,000
Aid to Private Organizations	-	611,969	611,969	710,000
Transfer to Other Funds	686,220	932,136	904,296	871,633
Unrestricted Reserves	<u>2,279,461</u>	<u>69,695</u>	<u>1,175,315</u>	<u>1,042,754</u>
TOTAL USES	\$ <u>3,247,782</u>	\$ <u>3,500,425</u>	\$ <u>4,492,734</u>	\$ <u>3,490,186</u>

- Created by Resolution
47-91 Nov 5, 1991

- Statutory Authority
FL SS Chapter 163

- Assessed Real Property
Values:

1991 - \$67,434,313

2020 - \$274,198,244

VINE STREET CRA BUDGET

- Created by Resolution
30-2012 June 4, 2012

- Statutory Authority
FL SS Chapter 163

- Assessed Real Property Values:

2012 - \$377,200,930

2020 - \$485,595,659

CITY OF KISSIMMEE 2021 ANNUAL BUDGET

VINE STREET COMMUNITY REDEVELOPMENT FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2019</u>	<u>ADJUSTED BUDGET FY 2020</u>	<u>ESTIMATE FY 2020</u>	<u>BUDGET FY 2021</u>
Intergovernmental Revenue	\$ 206,527	\$ 348,954	\$ 349,831	\$ 510,888
Interest Earnings	8,692	5,000	12,000	8,000
Transfer from General Fund	193,494	326,933	327,755	478,648
Fund Balance Carryover	145,237	536,233	553,950	889,881
TOTAL SOURCES	\$ 553,950	\$ 1,217,120	\$ 1,243,536	\$ 1,887,417
General Fund Admin Cost	\$ -	\$ 106,411	\$ 106,411	\$ 101,454
Operating Costs	-	245,684	245,684	19,510
Capital Outlay	-	1,900	1,560	500,000
Aid to Private Organizations	-	-	-	60,000
Unrestricted Reserves	553,950	863,125	889,881	1,206,453
TOTAL USES	\$ 553,950	\$ 1,217,120	\$ 1,243,536	\$ 1,887,417

Downtown Kissimmee CRA Projects

Toho Square Parking Garage Upgrades

\$72,722.26

Hansel Site Redevelopment

\$1,189,160

Beaumont Redevelopment Concept

\$18,413

Master Redevelopment Plan Update

\$149,325

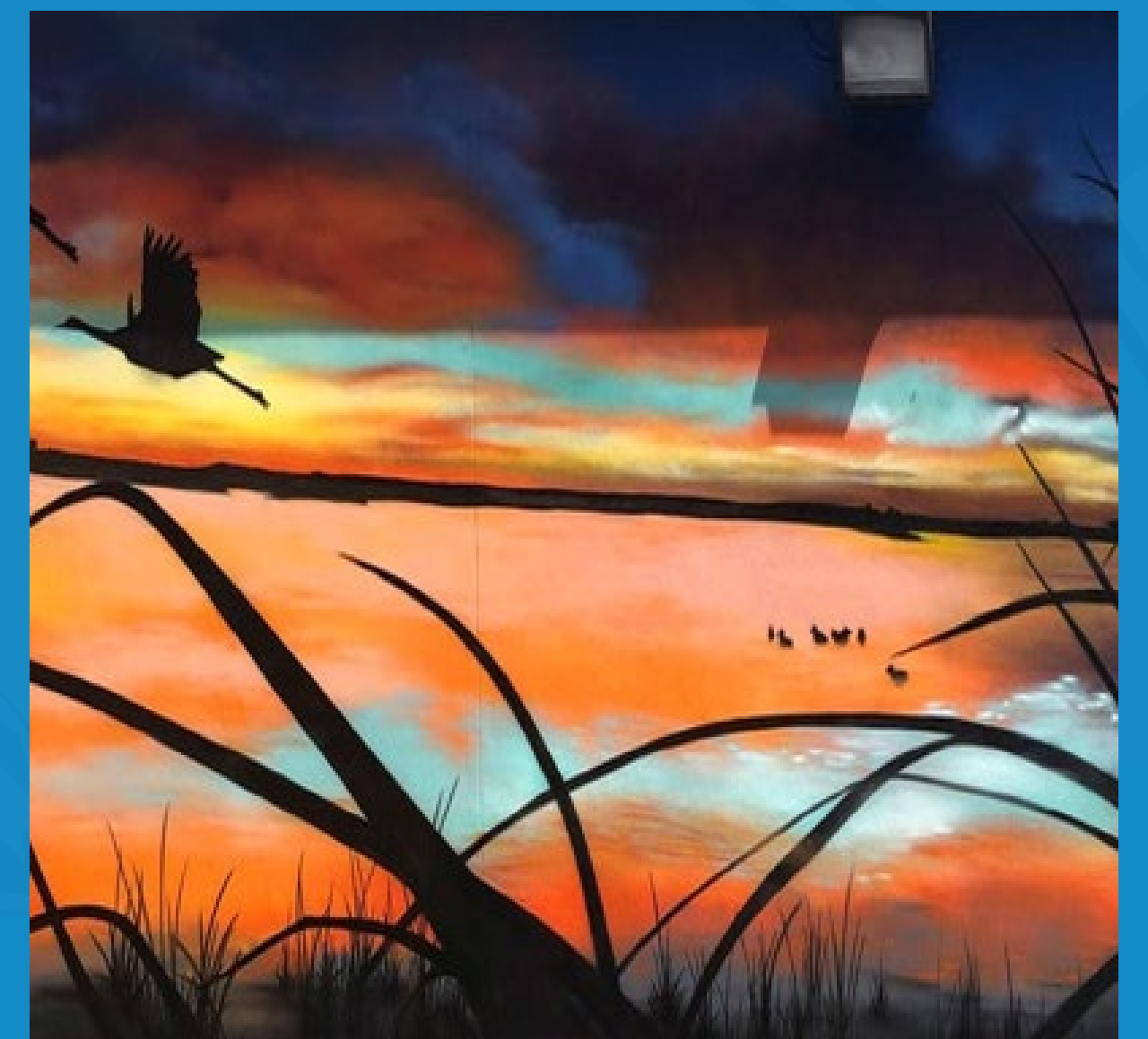
Church Street Enhancements

\$115,438



PARTNERSHIPS

- Osceola ArtisNow Murals
\$3,000
- Kissimmee Main Street
\$50,000



QUESTIONS?

Samia Singleton

CRA Manager

407.518.2587

samia.singleton@Kissimmee.gov



Thanks!



| @CityofKissimmee

ITEM 8.B**ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS AND VACANCIES FOR PARKS AND RECREATION AND BOARD OF ADJUSTMENT****Request**

Commission requested to appoint two replacements to fill the vacancy on the Parks and Recreation Advisory Board and Board of Adjustment as well as reappointments or replacements to fill annual Board terms expiring May 31, 2021.

Explanation

Parks and Recreation staff received notification on April 6th that Board Member Richard H. Jennings had passed away unexpectedly. On April 16th Development Services staff received a resignation letter from Board of Adjustment member Luis A. Martinez, Sr. who was hired by the City and is therefore no longer eligible to serve on the Board. Both of these vacancies occurred outside of the annual appointment process; as such, staff is requesting that Mr. Jennings' term, due to expire May 31, 2021, be extended to May 31, 2024 to fall in line with the appointment for his position that would come to the Commission with the annual appointments.

In additional, the annual board appointments are due for terms expiring May 31, 2021 on the following boards:

Board of Adjustment
 Historic Preservation Board
 Parks and Recreation Advisory Board
 Planning Advisory Board

Appointments are assigned to individual Commissioners in order of rotation. Seat # 5 has been assigned the Parks and Recreation vacancy followed by Seat # 1 with the Board of Adjustment. All qualified applications will be provided to each of the Commissioners making these appointments. The Annual Board Appointments will start with Seat # 2 and continue through the last appointment on the Planning Advisory Board.

Each Board has individual requirements for residency as well as additional positions such as architects, engineers, business owners, etc. You will find the qualifications for the board member on the attached list as well as the responses on whether they would like to continue serving on their current board.

The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Recommendation

Staff recommends the Commission make appointments to fill both existing vacancies and reappoint or replace members with terms expiring on May 31, 2021.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Appointments by Seat 5-18-2021

APPOINTMENTS BY SEAT

DATE: May 18, 2021

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
Seat # 5 Gonzalez	Parks & Recreation Richard H. Jennings <i>Non-Resident</i>	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	05/31/2024	No (Deceased)
Seat # 1 Castano	Board of Adjustment Luis A. Martinez, Sr. <i>Non-Resident</i> (Licensed General Contractor)	All members of the Board may be residents or non-resident (non-residents must either own property or maintain a business in with in the City Board: At least two members of the Board should hold a valid Florida license as an Architect, Surveyor, Engineer or General Contractor.	05/31/2023	No (Resigned)
ANNUAL APPOINTMENTS				
Seat # 2	Board of Adjustment Niles Chalifoux <i>Resident</i>	All members of the Board may be residents or non-resident (non-residents must either own property or maintain a business in with in the City Board: At least two members of the Board should hold a valid Florida license as an Architect, Surveyor, Engineer or General Contractor.	05/31/2024	Yes
Seat # 3	Board of Adjustment Andrew Jeng <i>Resident</i>	All members of the Board may be residents or non-resident (non-residents must either own property or maintain a business in with in the City Board: At least two members of the Board should hold a valid Florida license as an Architect, Surveyor, Engineer or General Contractor.	05/31/2024	Yes

Seat # 4	Historic Preservation Board Maria Lebron <i>Resident</i> (Realtor/Real Estate Sales)	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	05/31/2024	No response as of 5/12/2021
Seat # 5	Historic Preservation Board Debra Rosado <i>Resident</i> (Business Person)	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	05/31/2024	No response as of 5/12/2021
Seat # 1	Historic Preservation Board Penny Dickerson <i>Resident</i> (Business Person)	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related	05/31/2024	No response as of 5/12/2021

		financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.		
Seat # 2	Parks & Recreation Advisory Board Roy Oddo <i>Resident</i>	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	05/31/2024	Yes
Seat # 3	Parks & Recreation Advisory Board Albert Dorsey <i>Resident</i>	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	05/31/2024	No response as of 5/12/2021
Seat # 4	Planning Advisory Board Fatima Santiago <i>Resident</i>	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office in the City)	05/31/2024	Yes
Seat # 5	Planning Advisory Board Eva Jacquelyn "Jackie" Espinosa <i>Resident</i> (Maintains Business Office)	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office in the City)	05/31/2024	Yes
Seat # 1	Planning Advisory Board Thomas Kapp <i>Resident</i> (Maintains Business Office)	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office in the City)	05/31/2024	Yes