



**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, OCTOBER 19, 2021
6:00 PM**

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 PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH

The request is for the City Commission to present a Proclamation in honor of "Domestic Violence Awareness Month."

3.B PROCLAMATION - FLORIDA CITY GOVERNMENT WEEK

The request is for the City Commission to present a Proclamation in honor of "Florida City Government Week."

3.C ADA TRANSITION PLAN AND IMPLEMENTATION

Presentation to the City Commission on the Americans with Disabilities Act (ADA) Transition Plan and Implementation.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None

5. PUBLIC HEARINGS**5.A PUBLIC HEARING - APPLICATION REQUESTING CDBG-CV ROUND 2 FUNDS FROM THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT**

Accept public comments and grant staff permission to submit the application to the Florida Department of Economic Development requesting CDBG-CV Round 2 funds in the amount of \$520,499.

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 September 28, 2021 Commission Minutes.

7.B BUDGET TRANSFER TO FACILITIES MAINTENANCE DIVISION ACCOUNTS

Approval to transfer \$87,791 from personal services accounts to cover outstanding balances.

7.C SALE OF SURPLUS CITY OWNED PROPERTY ON WEST BASS STREET

Approval for the sale of City-owned surplus property located on West Bass Street, Parcel ID Number 22-25-29-2010-0006-0015 to the Wilkerson Family Revocable Trust for \$20,600 and granting the City Manager or his designee authority to sign the closing documents.

7.D AUTHORIZATION TO PURCHASE THE ANNUAL CITY VEHICLE REQUIREMENTS FROM THE STATE CONTRACT, SHERIFF CONTRACT, COOPERATIVE PURCHASING CONTRACTS OR CITY'S LOCAL BID

This request is for authorization to purchase the FY2021-22 City vehicle requirements from the Sheriff's Contract, State Contract, Cooperative Purchasing Contracts or the City bid, whichever is most cost effective considering the requirements of the departments.

7.E PROPERTY CONVEYANCE ASSOCIATED WITH OSCEOLA COUNTY'S BILL BECK BOULEVARD (SEGMENT B) ROADWAY IMPROVEMENT PROJECT

Approval of a Drainage Easement between the owner of Spears property and the City, a Right-of-Entry Agreement between the City and the County, and a Deed of Dedication between the City and the County for the Bill Beck Boulevard Right-of-Way. These agreements are necessary for the completion of the County's Bill Beck Boulevard (Segment B) roadway improvement project.

7.F AMENDMENT TO THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA) INCENTIVES POLICY - DEMOLITION SERVICES

Adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy on Demolition Services.

7.G LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 2 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE WEST OAK STREET INTERSECTION IMPROVEMENTS PROJECT

Approval of the attached resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) Agreement and further authorizes the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation (FDOT) for the construction of the West Oak Street Intersection Improvements Project, FPN: 434916-1-48-01.

7.H LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE CONNECT KISSIMMEE COMPLETE STREETS PROJECT

Approval of the attached Resolution and Local Agency Program (LAP) agreement authorizing the Mayor to execute and deliver the agreement and further authorizing the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation (FDOT) for the design of Connect Kissimmee Complete Streets project (FPN 437472-2-38-01).

7.I APPROVAL TO SUBMIT A 2022 FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM GRANT

Approval to submit a 2022 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the development of outdoor recreational

facilities.

8. DISCUSSION ITEMS

8.A APPROVAL OF 2022 LEGISLATIVE PRIORITIES FOR THE CITY OF KISSIMMEE

City Commission review and discussion of proposed Legislative Priorities for 2022.

8.B CHARTER SCHOOL ADVISORY BOARD VACANCY

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Shannon Pies.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

IN ACCORDANCE WITH FLORIDA STATUTES 286.105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 101 CHURCH STREET, KISSIMMEE, FL 34741, (407) 518-2309.

ITEM 3.A

PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH

Request

The request is for the City Commission to present a Proclamation in honor of "Domestic Violence Awareness Month."

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

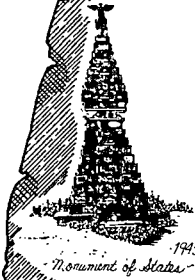
1. Proclamation-Domestic Violence Awareness Month.2021

Proclamation



DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Help Now is the certified domestic violence center that has provided services for survivors of domestic violence and their children in Osceola County for the past 39 years; and

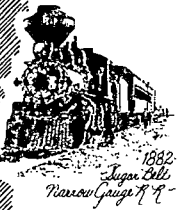


WHEREAS, 24 acts of domestic violence occur every 60 seconds in the United States, and in 2019 Florida reported more than 105,298 incidents of domestic violence, of which 2,219 occurred in Osceola County, and 200 murders statewide; and



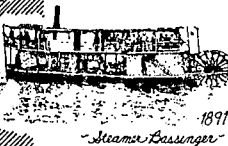
WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large; and



WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims; and

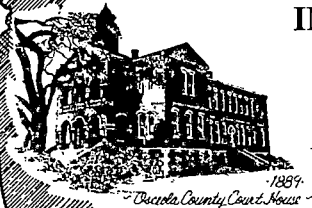
WHEREAS, we encourage domestic violence survivors and their families to seek assistance from appropriate victims' of domestic violence services and the City of Kissimmee Police Department; and

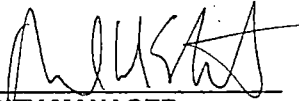


WHEREAS, the efforts of Help Now of Osceola and the Osceola County Domestic Violence Task Force, and its supporting community member organizations, in combating domestic violence is duly recognized.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 2021 as "**NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**" and call upon the citizens of our community to join us in working towards the elimination of personal and institutional violence against all persons.

IN WITNESS, THEREOF, this is signed this 19th day of October 2021.




CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B
PROCLAMATION - FLORIDA CITY GOVERNMENT WEEK

Request

The request is for the City Commission to present a Proclamation in honor of "Florida City Government Week."

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Florida City Government Week.2021

Proclamation



FLORIDA CITY GOVERNMENT WEEK

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents who make the city their home; and

WHEREAS, city government is for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility of passing along the understanding of public services and their benefits; and

WHEREAS, *Florida City Government Week* offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

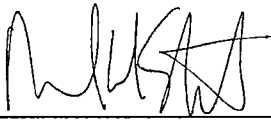
WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities; and

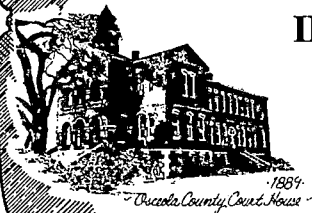
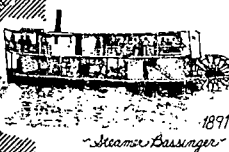
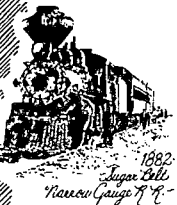
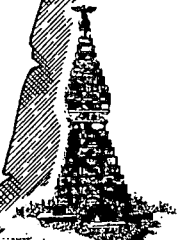
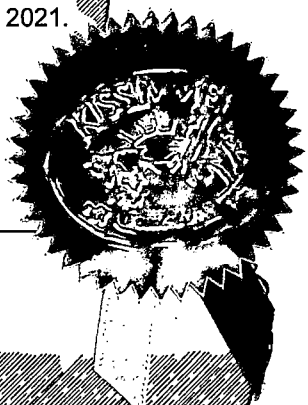
WHEREAS, the City of Kissimmee encourages all citizens, city government officials, and employees to participate in events that recognize and celebrate *Florida City Government Week*; and

WHEREAS, the City of Kissimmee encourages educational partnerships between city government, schools, civic groups, and other organizations, encouraging all Florida city governments to actively promote and sponsor *Florida City Government Week*.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the week of October 18-24, 2021 as "**FLORIDA CITY GOVERNMENT WEEK**."

IN WITNESS, THEREOF, this is signed this 19th day of October, 2021.


CITY MANAGER


MAYOR/COMMISSIONER


ITEM 3.C
ADA TRANSITION PLAN AND IMPLEMENTATION

Request

Presentation to the City Commission on the Americans with Disabilities Act (ADA) Transition Plan and Implementation.

Explanation

Robert Masiku, Engineering Manager, will give a presentation to the City Commission on the ADA Transition Plan and Implementation. The presentation will update the Commission on the ongoing efforts to ensure the City's pedestrian facilities are safe and in compliance with the Americans with Disabilities Act.

Department: Public Works & Engineering
Presenter: Robert Masiku

Attachment(s):

1. ADA Transition Plan - PowerPoint Approved

CITY OF KISSIMMEE

ADA TRANSITION PLAN & Implementation



A Brief Overview

The Americans with Disabilities Act (ADA) 1990

The ADA is divided into five titles:

Employment (Title I) ...

Public Services (Title II) ...

Public Accommodations (Title III) ...

Telecommunications (Title IV) ...

Miscellaneous (Title V)

Title II – Public Services: State and Local Government

- Prohibits discrimination on the basis of disability by “public entities” such as state and local government agencies. .
- Requires public entities to make their programs, services and activities accessible to individuals with disabilities.
- Outlines requirements for self-evaluation and planning; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination; identifying architectural barriers; and communicating effectively with people with hearing, vision and speech disabilities.
- Regulated and enforced by the [U.S. Department of Justice](#)

ADA Title II Action Guide for State and Local Governments

- ✓ Step 1 - Started Implementation
- ✓ Step 2 - Appointed an ADA Coordinator
- ✓ Step 3 - Provided Public Notice
- ✓ Step 4 - Adopted a Grievance Procedure
- ✓ **Step 5 - Conducted a Self-Evaluation**
- Step 6 - Develop a Transition Plan

Step 7 - Create an Action Plan

**The review consisted of the City of Kissimmee website, City Departments, City Ordinances, Employee Manual and Emergency Plans.*



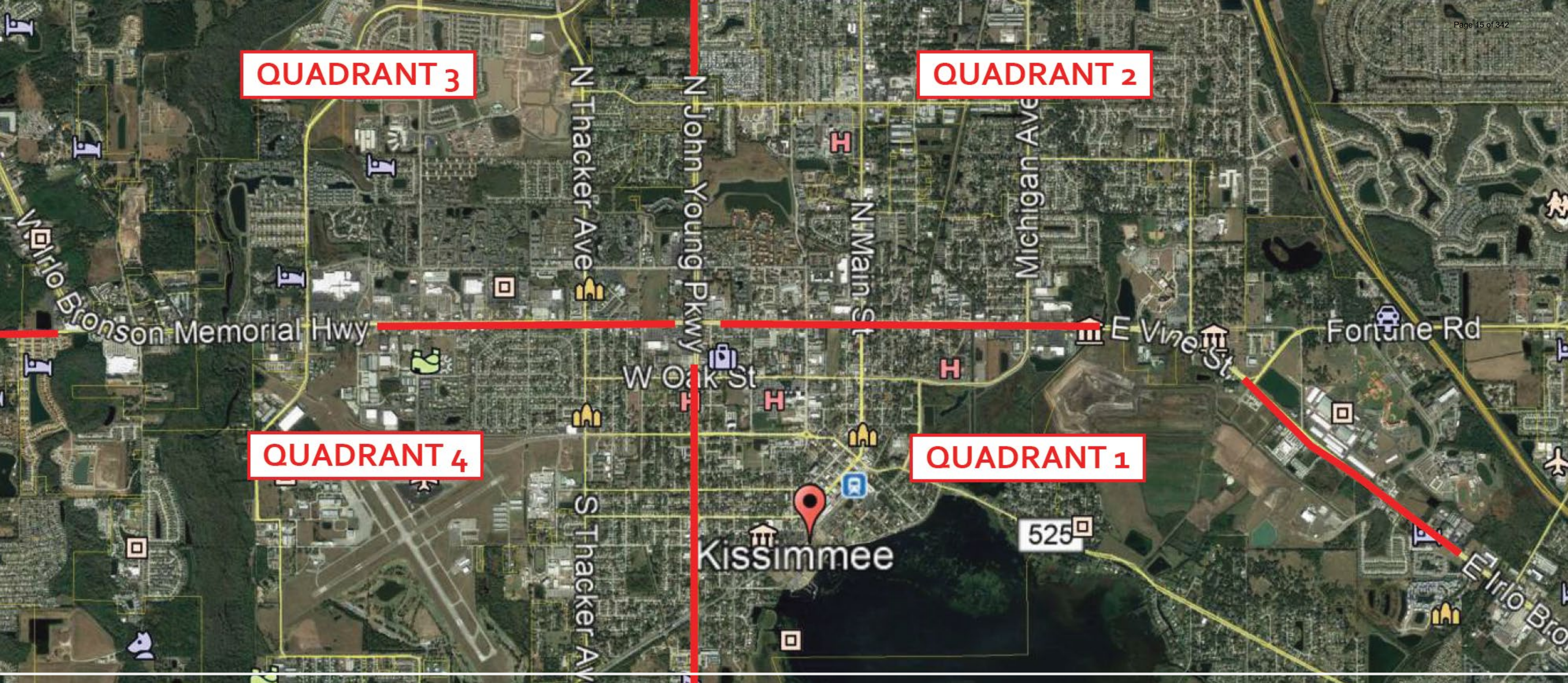
Self-Evaluation / Self-Inspection

Burgess & Niple, Inc. (Consultant)

• Pedestrian Facilities

- Sidewalks
- Curb Ramps
- Parking Spaces
- Pedestrian Signals





QUADRANT MAP

QUADRANT UPDATES

QUADRANT 1

- Self-Evaluation / Inspection
- Construction Estimate
- Construction In Progress
- Cost Estimate \$1,104,452

QUADRANT 2

- Self-Evaluation /Inspection
- Construction Estimate
- Construction Pending
- Cost Estimate \$1,657,944

QUADRANT 3

- PW&E to hire a consultant for the assessment. \$200,000

QUADRANT 4

- PW&E to hire a consultant for the assessment. \$200,000

Non-Compliant Sidewalks / Curb Ramp

- Damaged detectable warning mats / fields
- Damaged Sidewalks
- Damaged Curb & Gutter
- Damaged signals and wayfinding devices for pedestrians



CONSTRUCTION COSTS

DELIVERY METHODS

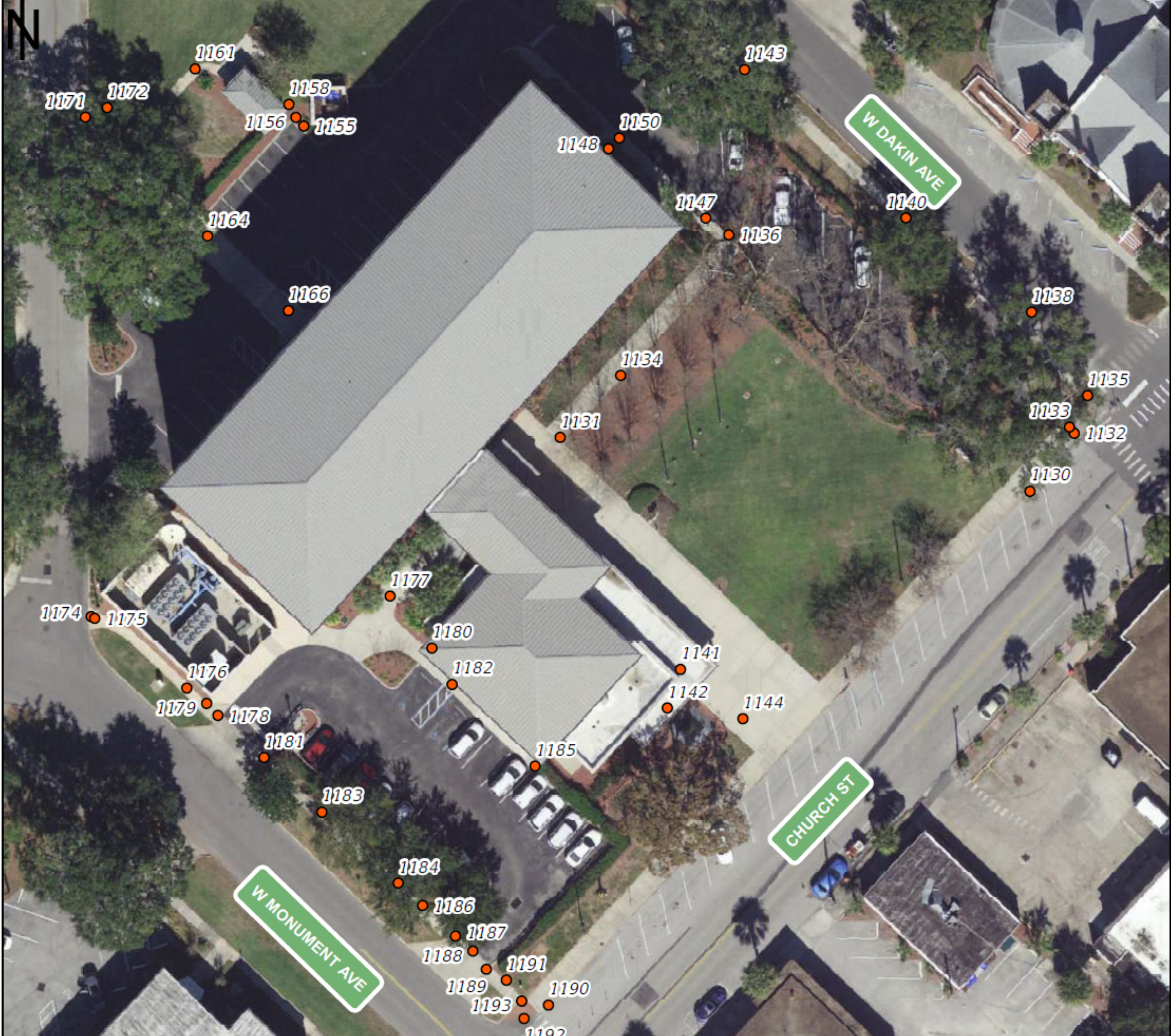
1. Construction Continuing Services agreements
2. Capital Projects – Adding ADA related scope to ongoing Capital Projects
3. Sidewalk Maintenance Program - A team of four (4) including an Arborist that are assigned to sidewalk improvements and City emergencies



QUADRANT 1 - FACILITY TYPE	TOTAL COST
QUADRANT 1	
City Hall	\$7,914.01
Police Department	\$9,109.64
Fire Station No. 11	\$1,488.26
Civic Center	\$4,887.72
Community Redevelopment Agency	\$2,707.46
Communications Center	\$2,304.03
Berlinsky Community Park	\$6,159.52
Lakefront Park	\$4,154.56
Big Toho Marina	\$100.00
Public Sidewalk	\$1,065,626.74
QUADRANT 1 TOTALS:	
	\$1,104,451.94
Unit Cost:	\$1,104,451.94

QUADRANT 2 - FACILITY TYPE	TOTAL COST
QUADRANT 2	
Bob Makinson Aquatic Center	\$7,352.92
Chambers Park & Community Center	\$7,166.19
Denn John Middle School	\$2,897.59
Denn John Softball Complex	\$2,370.28
Fire Station 12	\$10,643.17
Fire Station 14	\$2,161.81
Fortune Road Athletic Complex	\$7,873.54
Mark E. Durbin Community Park	\$11,735.97
Mill Run Park	\$11,557.79
Mill Slough Park	\$2,029.77
Quail Hollow Park	\$5,743.26
Rainbow Park	\$3,381.09
Kissimmee Rose Hill Cemetery	\$6,841.44
Public Sidewalk	\$1,595,159.31
QUADRANT 2 TOTALS:	
	\$1,676,914.13
Unit Cost:	\$1,657,943.39

Implementation - Capital Projects



1133	VERTICAL ALIGNMENT: 1/4"
1134	VERTICAL ALIGNMENT: 3/8"
1135	VERTICAL ALIGNMENT: 3/4", TURNING SPACE: Not provided, DETECTABLE WARNING SURFACE: Not present
1136	VERTICAL ALIGNMENT: 1/2", DETECTABLE WARNING SURFACE: Not present
1138	VERTICAL ALIGNMENT: 3/8"
1140	VERTICAL ALIGNMENT: 3/8"
1141	VERTICAL ALIGNMENT: 3/4"
1142	CONTINUOUS WIDTH: 42"
1143	VERTICAL ALIGNMENT: 3/8"
1144	VERTICAL ALIGNMENT: 5/8"
1147	HORIZONTAL OPENINGS: Gaps Greater than 1/2"
1148	HORIZONTAL OPENINGS: Gaps Greater than 1/2"
1150	DETECTABLE WARNING SURFACE: Not present
1155	DETECTABLE WARNING SURFACE: Not full width
1156	CONTINUOUS WIDTH: 44"
1158	TURNING SPACE: Not provided
1161	CONTINUOUS WIDTH: 42"
1164	DETECTABLE WARNING SURFACE: Not present
1166	DETECTABLE WARNING SURFACE: Not present
1171	DETECTABLE WARNING SURFACE: Not full width
1172	HORIZONTAL OPENINGS: Gaps Greater than 1/2"
1174	DETECTABLE WARNING SURFACE: Not full width
1175	TURNING SPACE: Not provided, RUNNING SLOPE: 9%, DETECTABLE WARNING SURFACE: Not present
1176	VERTICAL ALIGNMENT: 3/8"
1178	TURNING SPACE: Not provided, FLARED SIDES: 12%, DETECTABLE WARNING SURFACE: Not present
1179	HORIZONTAL OPENINGS: Gaps Greater than 1/2"
1180	CONTINUOUS WIDTH: 42"
1181	DETECTABLE WARNING SURFACE: Not present
1182	DETECTABLE WARNING SURFACE: Not present
1183	VERTICAL ALIGNMENT: 1/2"
1184	VERTICAL ALIGNMENT: 1/2"
1185	CROSS SLOPE: 5%
1186	HORIZONTAL OPENINGS: Gaps Greater than 1/2"
1187	VERTICAL ALIGNMENT: 3/4", DETECTABLE WARNING SURFACE: Not present

Sidewalk Maintenance Program

- **Equipment**
 - Two (2) Commercial Grinders \$50,000.
 - Dustless concrete grinders
- **Budget** - Facilities ADA Compliance
 - \$ 540,000 Current Available Funds
 - \$ 500,000 FY21-22
 - \$ 500,000 FY22-23 Anticipated
 - \$ 500,000 FY23-24 Anticipated
 - \$ 500,000 FY24-25 Anticipated





OUR GOAL...

Adoption of the ADA Plan Transition by the Commission

- The City of Kissimmee continues to identify necessary improvements for usability and accessibility for all city residents. The city's Public Works and Engineering Department are working in conjunction with a consultant to update the city's ADA Transition Plan.
- We anticipate going before Commission with the ADA Transition Plan Resolution in **November 2021**



Thanks!



| @CityofKissimmee

ITEM 5.A

PUBLIC HEARING - APPLICATION REQUESTING CDBG-CV ROUND 2 FUNDS FROM THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT

Request

Accept public comments and grant staff permission to submit the application to the Florida Department of Economic Development requesting CDBG-CV Round 2 funds in the amount of \$520,499.

Explanation

On March 2, 2021, the City Commission held the first public hearing and granted staff permission to submit the Pre-application to access the CDBG-CV Round 2 funds available through the Department of Economic Development (DEO). After reviewing the City's Pre-application, DEO notified the City that it could move forward with submitting the Application in the amount of \$520,499. The City intends to allocate the funds to the Homeless Facility Project to pay for acquisition/construction costs. Additional federal and local funds have already been set aside for the project.

The Application is very similar to the previously submitted Pre-application. The main difference is that the Application specifically references RFP#2021-007 (Emergency Shelter/Bridge Housing and Homeless Services) and provides an additional option for the project - construction at the Toho Water Authority site, which is located south of John Young Parkway and consists of 18 acres of developable land.

This is the required second public hearing to obtain citizen input on the proposed sources and uses of CDBG-CV 2 funds prior to the final application submission. The Application is due on November 1, 2021.

Recommendation

Accept public comments and grant staff permission to submit the Application requesting CDBG-CV Round 2 funds in the amount of \$520,499 from the Florida Department of Economic Opportunity.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. cv_entitlement_application_final



Florida Entitlement Community Development Block Grant Coronavirus Relief Funding (CDBG-CV)

Application for Funding

Applicant: **CITY OF KISSIMMEE**

(Name of Local Government)

Mailing Address: Department of Economic Opportunity
Bureau of Small Cities and Rural Communities
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405

Fax: (850) 922-5609

Web: <http://www.floridajobs.org/CDBG-CV>

Contents

- Part I – General Application Information**
- Part II – Grant Request**
- Part III - Citizen Participation**
- Part IV – Activity Description**
- Part V – Sub-recipient Information**
- Part VI – Activity Budget**
- Part VII – Acquisition**
- Part VIII – National Objective**
- Part IX – CARES Act Justification**
- Part X – Environmental Review**
- Part XI – Activity Experience**
- Part XII – Duplication of Benefits**
- Part XIII – Applicant Capacity**
- Part XIV – Application Submission Certification**

****Parts IV-XII must be completed for each project/activity***

Supporting Documentation will be uploaded separately, per part online through our Qualtrics application. For a supporting documentation checklist and more information on submitting your application through Qualtrics go to www.floridajobs.org/CDBG-CV.

Throughout the application try to keep responses limited to the space provided, but if more space is needed include a supplementary document in your supporting documentation upload on Qualtrics.

Part I – Applicant Information

Local Unit of Government Applicant:		City of Kissimmee	
CEO Name:	Olga Gonzalez	Title:	Mayor
Address: 101 Church Street			
City, State, Zip Code: Kissimmee, FL 34741			
Telephone No:	407-518-2156	Ext:	
Fax Number:	407-518-2497		
E-Mail Address: olga.gonzalez@kissimmee.gov			

Applicant Contact Name:		Frances De Jesus	
Title:		Housing and Community Development Program Manager	
Direct Telephone No:	407-518-2156	Ext:	
E-Mail Address: frances.dejesus@kissimmee.gov			

Federal ID/Tax Number:	596000348		
DUNS Number:	070481952		
CAGE Code:	3ZXGS	SAM Expiration Date:	2/5/2022

Demographics		
U.S. Congressional District Number:	Florida Senate District Number:	Florida House District Number:
9th District	District 15	9th District
Service Area Census Tract(s) and Block Group(s):		
409.01 (BG1), 416 (BG 1,2,3,4,5), 417 (BG 2,3), 418(BG 1,2,3), 419 (BG1), 420 (BG 1), 421 (BG 1), 422 (BG 1, 2, 3), 423 (BG 1,2,3), 424 (BBG 1), 427.01 (BG 1), 428 (BG 2)		

State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes?	☐ Yes	☒ No
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Part II – Grant Request Information

Total Grant Requested Amount:	520,499		
Total Number of Activities Requested with Budget (maximum 5 activities):			
Activity 1 Name	Acquisition of hotel/motel	Budget	TBD
Activity 2 Name	Construction of Homeless Facility	Budget	TBD
Activity 3 Name		Budget	
Activity 4 Name		Budget	
Activity 5 Name		Budget	

Part III - Citizen Participation

Two public hearings must be held at different stages of project development. The first public hearing will be used to collect information on the COVID related housing and community development needs of the jurisdiction. The second public hearing will be used to collect citizen input on the proposed sources and uses of funds. Both hearings must be conducted prior to submission of the final application. Documentation of the citizen participation activities must be uploaded in Appendix II: Citizen Participation Supporting Documentation. (See instructions.)

Please provide dates for the following:

List the date that the public notice for the first public hearing was published: Thursday, February 25, 2021	List the date when the first public hearing was held: Tuesday, March 2, 2021
List the date that the public notice for the second public hearing was published: Thursday, Oct. 14, 2021	List the date when the second public hearing was held: Thursday, Oct. 9, 2021

Recipients are required to take reasonable steps to ensure meaningful access to LEP persons. This "reasonableness" standard is intended to be flexible and fact dependent. It is also intended to balance the need to ensure meaningful access by LEP persons to critical services while not imposing undue financial burdens on small businesses, small local governments, or small nonprofit organizations. As a starting point, a recipient may conduct an individualized assessment that balances the following four factors:

- The number or proportion of LEP persons served or encountered in the eligible service population ("served or encountered" includes those persons who would be served or encountered by the recipient if the persons received adequate education and outreach and the recipient provided sufficient language services);
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity, or service provided by the program; and
- The resources available and costs to the recipient.

Examples of applying the four-factor analysis to HUD-specific programs are located in [Appendix A of the LEP Final Guidance](#).

Describe the outcomes of the 4-Factor Analysis for Limited English Proficiency: Based on the 4-Factor Analysis for Limited English Proficiency guidance, the City of Kissimmee translates all of its "vital documents" into the Spanish language. This determination was based on the high concentration of LEP individuals in the city. The majority of them being Spanish speaking.
--

Describe the methods used to solicit participation of low-and moderate-income persons:

The City's intent to apply for the CDBG-CV2 funds and the invitation to the public hearing to receive public comments was advertised in the local newspaper and on the City's webpage. The ads were published in English and in Spanish.

Denote any adverse comments/complaints received and describe resolution:

TBD after the public hearing.

If no comments were made by the residents during the public hearing, describe the efforts to obtain input from residents on the project:

The City's intent to apply for the CDBG-CV2 funds and the invitation to the public hearing to receive public comments was advertised on the local newspaper and on the City's webpage. The ads were published in English and in Spanish.

Sections IV through XII must be completed for each activity proposed (maximum of 5). For additional activities complete the supplemental application pages provided online at <http://www.floridajobs.org/CDBG-CV>.

Part IV – Activity Description

Project/Program Title: Acquisition of Hotel/Motel

Describe the proposed project in no more than 3 sentences using the guidelines in the instructions.

This project seeks to provide temporary, hotel/motel-based or other suitable emergency non-congregate shelter and support services to individuals experiencing homelessness. The intent is to prioritize the needs of Osceola based, unsheltered individuals and families in a 24/7/365 non-congregate setting for as long as is necessary to end/or respond to their homelessness. The ideal program is to maintain a minimum of 50 non-congregate units to house and provide services to unsheltered individuals and families.

Applicants must also clearly summarize the proposed project and intended outcomes in no more than 500 words. The information below must be included in the project summary:

- Activity description;
- Justification of need for CDBG-CV funding (tie to COVID-19);
- Description of the service area;
- Identification of all project partners;
- Information on leveraged funds included in project; and
- Beneficiaries (Total, VLI and LMI) of the activities.

*Include the 500 word summary on a separate document along with other supporting documentation, if applicable, in Part IV through the online Qualtrics application.

CDBG National Objective: Benefit to Low and Moderate Income Persons

CDBG Eligible Activity: Homeless Facilities

IDIS Matrix Code: 03C

Projected Timeline. Please provide projected dates/timeframes for completion of the following:

Months from Award to Execution of Activity Contracts: 3 months

Months from Activity Contracts to Activity Implementation: 12 months

Months from Activity Implementation to Completion: 12 months

Briefly explain the timeline provided above:

The City of Kissimmee published a Request for Proposal (RFP) seeking to provide emergency shelter/bridge housing and homeless services on August 29, 2021. Proposals are due October 15, 2021. It is expected that the award and execution of the agreements will take approximately 3 months. If the proposal selected only proposes acquisition, it is expected that the completion of the activity will happen within 12 months. If the proposal selected involves construction, it is expected that the completion of the activity (including the expenditure of the CDBG-CV 2 funds) will occur before June 30, 2023 in order to allow time to address any unexpected delays before September 29, 2023.

Part V – Sub-recipient Information

Will the Activity be carried out by a Sub-recipient? ☐ Yes ☒ No

If no, skip to Part VI –Budget Information

Briefly explain all sub-recipient relationships necessary to carry out the activity.

TBD - At this time it has not been determined if the activity will be carried out by the City of Kissimmee or a Sub-recipient. This will be determined once the City has selected the proposal from respondents to RFP#2021-007 (Emergency Shelter/Bridge Housing and Homeless Services).

Commitment letter(s), applications or other supporting documentation, if applicable should be uploaded in Part V of your online Qualtrics application. (See instructions.)

Sub-recipient Name: TBD

CEO Name:

Address:

City, State, Zip Code:

Telephone No:

Ext:

Fax Number:

E-Mail Address:

Federal ID/Tax Number:

DUNS Number:

Part VI – Activity Budget

ACTIVITY	CDBG	LOCAL	IN-KIND	TOTAL
Administration (1)				
Engineering (2)				
Additional Engineering (3)				
Construction (4)*				
Acquisition (5)*	520,499			
Public Services (6)*				
Public Assistance (7)*				
Business Assistance (8)*				
Planning (9)*				
TOTAL				

(1) Administration: 8% of total award not to exceed \$50,000. May include professional services and/or salaries and benefits for positions delivering grant administration services; general expenses including supplies, postage, advertising, costs related to environmental record review; etc.

(2) Engineering: May include professional services for construction planning and design, construction engineering, and inspections.

(3) Additional engineering services subject to review and approval by DEO.

(4) Construction: Includes the cost of construction services for allowable construction activities.

(5) Acquisition: Cost of acquisition of real property in support of a CDBG-CV funded activity.

(6) Public Services: May include cost of nursing assistance, viral testing for infection, meals on wheels, community outreach services, etc.

(7) Public Assistance: May include cost of rental assistance, payroll assistance, etc.

(8) Business Assistance: Includes both microenterprise and assistance to businesses. May include the cost of technical assistance, direct financial assistance or physical improvements.

(9) Planning: Includes planning-only activities and may be limited by the total available CDBG-CV planning and administration funds per 24 CF 570.489. This category does not include planning that is associated with another activity. This planning-only activity must meet a National Objective per 24 CFR 570.483.

* May also include cost of professional services and/or salaries and benefits for activity delivery costs (i.e., Davis Bacon compliance, client screening, case management, etc.).

Part VI – Activity Budget (Continued)

Detailed Budget Assumptions

Explain the proposed project budget, explaining how you derived costs for each activity cost of the budget form. Your assumptions should include:

- How this budget is reasonable and appropriate considering the scope, substance, and duration of the proposed project.
- The basis and the assumptions behind the activity cost calculations. Be detailed and specific.
- Detail on any equipment purchases using CDBG funds over \$300.
- Source documentation of the costs, such as an engineer's preliminary cost estimate.

The proposed budget in this application is assuming the project will consist of the acquisition of a hotel/motel. In addition to the \$520,499, the City of Kissimmee has set aside \$9.2 million dollars for this project: \$289,142 in CDBG-CV 1, \$737,760 in CDBG-CV 3, \$565,166 in regular CDBG, and \$190,794 in Neighborhood Stabilization Program. In addition, the City is allocating \$7,200,000 in Coronavirus Local Fiscal Recovery Funds. The majority of the funds will be used towards the acquisition cost of the hotel/motel or other suitable site. If the City receives a proposal from an interested party that currently owns a non-congregate site in Osceola County, funding can only be provided for capital improvements for units not currently being used for this purpose or for the addition of new units. In the event, the project ends up being construction of a homeless facility in the Toho Water Authority site, located south of John Young Parkway, the funds will be used towards pre-development and construction costs. A minimal amount of funding may be used for planning activities to pay for the required HUD environmental review.

Part VII – Acquisition

Does the proposed project require the applicant to acquire real property? ☒ Yes ☐ No

If yes, please explain the status of acquisition (i.e., no site identified, option to purchase executed)

This will be determined once the City has selected the proposal from respondents to RFP#2021-007 (Emergency Shelter/Bridge Housing and Homeless Services). Acquisition of a hotel/motel, residential single room occupancy hotel, and other multi-unit housing sites is one of the options offered by the City of Kissimmee in the RFP.

If no, briefly explain the status of site control in all properties necessary to complete the project (i.e., activities will be carried out on property owned by the sub-recipient or local government).

RFP#2021-007 (Emergency Shelter/Bridge Housing and Homeless Services) offers the respondents the alternative to develop on a site owned in partnership with the Toho Water Authority. The site consists of up to 18 acres of developable land. It is expected the Respondent will be responsible for all new construction or facility improvements, unless otherwise specified in the proposal agreed upon by the City.

Part VIII – National Objective

Select the CDBG National Objective the project/program is intended to meet. Choose one (1) of the following national objectives and the specific benefit for that national objective:

- ☐ Benefit to Low- and Moderate- Income Persons
- ☐ Area Benefit ☒ Limited Clientele
- ☐ Jobs ☐ Housing
- ☐ Prevention or Elimination of Slums or Blight
- ☐ Area Basis ☐ Spot Basis
- ☐ Urgent Need

Explain why the National Objective was selected and how this project meets the criteria of that Objective. **Refer to the instructions, on pages 8-11, for further guidance on the criteria and information that must be included.** Specifically, make sure to address the questions listed for the chosen national objective.

The proposed project is intended to support an integrated system of housing assistance that can immediately address the needs of an individual or household experiencing homelessness and connect them with the resources needed to end that homeless episode. The resulting homeless shelter will help individuals experiencing homelessness to develop a pathway towards permanent housing, income, healthcare, and stability.

Accomplishments

Enter the proposed accomplishments for this activity according to only one (1) of the following unit types.

Unit Type	# of Units	Unit Type	# of Units	Unit Type	# of Units
People	50	Jobs		Household	

Part IX – CARES Act Justification

Describe how this activity will prevent, respond to, or assist in the recovery from the coronavirus pandemic. Maximum one page. Supporting documentation may be included in Part IX of your online Qualtrics application. (See instructions.)

Part X - Environmental Review

Is the project Exempt or Categorically Excluded? ☐ Yes ☒ No

If no, has the environmental review process been completed? ☐ Yes ☒ No

Describe the project activities, level of environmental review required and the status of review:

A Request for Proposal (RFP) has been issued by the City of Kissimmee to solicit proposals to provide housing focusing on emergency, low barrier, non-congregate shelter; bridge housing; and homeless support services. The environmental review process will be impacted depending on the proposal selected. The proposal could involve the acquisition of a hotel/motel, residential single room occupancy hotel, or other multi unit housing sites or, (2) New construction of an emergency shelter on 18 acres of developable land currently owned by Toho Water Authority. If the respondent proposes to acquire the property and no changes to the property are necessary, the review will be categorically excluded subject to Part 58.5. However, if construction is going to take place, an Environmental Assessment will be required.

Applicants must attach Certificate of Exempt/CENST and/or Status Environmental Review documentation signed by the Certifying Officer, that applicable level of review has been completed, up to but not including publication in Part X of your online Qualtrics application. (See instructions.)

Does the applicant participate in the National Flood Insurance Program: ☐ Yes ☒ No

REMINDER: The CDBG-CV Entitlement Program is funded by the State CDBG Program and is subject to the Environmental Review regulations at [24 CFR 58.18: Responsibilities of States Assuming HUD Environmental Responsibilities](#).

Part XI – Activity Experience

Describe the applicants, and/or the subrecipients experience and qualifications for performing the proposed activity.

The City of Kissimmee has been an Entitlement Community since 2004. Its experience with the administration of the Community Development Block Grant program is extensive. For this project in particular the City is looking forward to partner with one or more partners that have experience with managing and operating emergency shelter services, providing wraparound support services, and moving residents to permanent housing.

Key Personnel: Using the [Key Personnel template](#), identify key personnel (applicant staff, sub-recipient staff, consultants, etc.), who will be involved in the proposed project (Please complete a separate template for each activity).

Please upload resumes or narratives, as necessary in Part XI of your online Qualtrics application. (See instructions.)

Part XII – Duplication of Benefits

CDBG funds cannot be used to pay for eligible costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources. If this occurs, the grantee must repay its CDBG-CV grant. Grantees must prepare a Duplication of Benefits Worksheet to determine the level of CDBG-CV assistance that is considered non-duplicative.

Grantees must ensure that subrecipients, assisted individuals or families, businesses, and other entities that receive CDBG-CV assistance have not previously received, or will not receive, duplicative assistance from another source before CDBG-CV assistance is provided.

Will the activity be providing a direct benefit to individuals, households or businesses? ☐ Yes ☒ No

If yes, describe how the applicant will ensure that duplication of benefits requirements have been met and documented.

Grant funds will not be used to pay for a cost if another source of financial assistance is available to pay for the same cost. The City of Kissimmee will ensure that there are adequate policies and procedures in place to prevent any duplication of benefits as required by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 and all applicable Federal Register notices, including FR-6218-N-01.

Part XIII - Applicant Capacity

Describe the applicants experience in administering the CDBG program.

The City of Kissimmee has been an Entitlement Community since 2004. Its experience with the administration of the Community Development Block Grant is extensive. The City's contact person for this project, Frances De Jesus, has more than 25 years of local government experience managing federal and state housing and community development programs. She has been employed with the City of Kissimmee for the last four years.

Prior Project Compliance. Indicate any instances of audit or HUD monitoring findings in the last five (5) years. Include the funding source, finding, and the status of each finding.

In 2017 HUD cited the City with a finding because a subrecipient provided homelessness prevention funds to persons that were already homeless. The City paid back the funds using monies from general fund. Measures have been put in place in order to prevent using federal funds to assist ineligible persons.

Part XIV – Application Authorization

The CDBG-CV Entitlement application must be signed by an authorized representative of the Unit of Local Government Applicant.

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Community Development Block Grant-Coronavirus Entitlement Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Olga Gonzalez, Mayor
Date: 10/19/21
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Part I.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title:
Name of Firm or Agency:

CDBG-CV Entitlement Program Application Key Personnel Template



Applicant Name: _____ **CITY OF KISSIMMEE** _____

Identify key personnel (applicant staff, sub-recipient staff, consultants) who will be involved in the proposed project.

Name:	Frances De Jesus
Title:	Housing and Community Development Program Manager
Organization:	City of Kissimmee
Project Role:	Administering the use of CDBG-CV 2 funds and ensuring the project meets all of the CDVG-CV program requirements.
Qualifications:	More than 25 years of local government experience managing federal and state housing and community development programs.

Name:	TBD – This will depend on the responses to RFP#2021-007 – Emergency Shelter/Bridge Housing and Homeless Services. Even though the RFP is due October 15, 2021; it is uncertain if selection will take place before this Application is due to DEO.
Title:	
Organization:	
Project Role:	
Qualifications:	

ITEM 7.A
COMMISSION MINUTES APPROVAL

Request

Request Commission approval of the September 28, 2021 Commission Minutes.

Explanation

Minutes of the Commission meeting held on Tuesday, September 28, 2021 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Commission Minutes - September 28 2021



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, SEPTEMBER 28, 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, III, 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:

Mayor Gonzalez called the meeting to order at 6:00 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 PROCLAMATION - NATIONAL FIRE PREVENTION WEEK 2021

The request is for the City Commission to present a Proclamation in honor of "National Fire Prevention Week."

City Manager Steigerwald read a proclamation in honor of National Fire Prevention Week as the Mayor and Commissioners virtually accepted the proclamation to Fire Chief Jim Walls.

Fire Chief Jim Walls thanked the Commission for the proclamation and stated the First Annual Fire Safety Festival will be held at Osceola Heritage Park involving all the Fire agencies in Osceola County on October 16, 2021, from 10:00 a.m. to 2:00 p.m. Chief Walls also informed the Commission this week is Fallen Firefighter Memorial Week, and the City is lighting up City Hall and the Fire Stations in red in honor of the event.

3.B PRESENTATION - CFX 2045 MASTER PLAN

The request is for the City Commission to hear a presentation from the Central Florida Expressway Authority (CFX).

City Manager Steigerwald introduced Will Hawthorne, Director of Engineering, who will be giving an overview of the 2045 Master Plan.

Mr. Hawthorne presented a PowerPoint Presentation that was attached to the agenda and encouraged participation in a survey to provide feedback on the CFX's 2045 Master Planning Process (survey link: [CFXway.com/master-plan](https://cfxway.com/master-plan)).

Mr. Hawthorne stated the Expressway Authority is on MetroPlan's Board and coordinates with them on a bi-monthly basis after being asked about their relationship by Commissioner Fisher.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-12 AMENDING CHAPTER 22 AND RECODIFYING SECTION 22-53

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 22, ENVIRONMENT, ARTICLE III, NUISANCES, SECTION 22-50, NUISANCES AND SANITATION GENERALLY; RECODIFYING SECTION 22-53, URINATION AND DEFECATION IN PUBLIC PLACES AND CERTAIN PRIVATE PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance 21-12.

City Attorney Sanchez de Fuentes read Ordinance # 3047 by title and City Manager Steigerwald reviewed how the impact of the Ordinance on the Code.

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

Commissioner Fisher moved to adopt Ordinance # 3047 (Exhibit "A"). Commissioner 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.

5. PUBLIC HEARINGS

**** CITY COMMISSION MEETING IS RECESSED AS THE CITY COMMISSION AND WILL CONVENE AS THE CRA BOARD ****

5.A PUBLIC HEARING - RESOLUTION TO ADOPT THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY BUDGET (DOWNTOWN KISSIMMEE CRA AND VINE STREET CRA) FOR FISCAL YEAR 2021-2022

Request the City Commission sitting as the Community Redevelopment Agency Board to adopt the fiscal year 2022 budget for the City of Kissimmee Community Redevelopment Agency (Downtown Kissimmee and Vine Street CRA's).

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

Commissioner Fisher moved to adopt CRA Resolution # 02-2021(Exhibit "B"). City Commissioner Ortiz 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.

***** CITY COMMISSION IS ADJOURNED AS THE CRA BOARD AND WILL RECONVENE AS THE CITY COMMISSION *****

5.B PUBLIC HEARING - ADOPTION OF FINAL MILLAGE LEVY AND FINAL BUDGET FOR FISCAL YEAR 2021-2022

Adoption of final millage levy of 4.6253 mills and final budget of \$216,888,231 for fiscal year 2021-2022.

RESOLUTION FOR THE PROPOSED OPERATING MILLAGE

City Manager Steigerwald stated this is the second Public Hearing for the approval of the FY2022 City Millage and Budget. City Manager Steigerwald reviewed the positions to be hired and projects that would be completed if this budget is approved. Staff recommends approval after holding the public hearing.

Mayor Gonzalez stated for the records the Proposed Millage is 4.6253 which is 4.92% more than the Rolled Back Rate of 4.4085.

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

City Attorney Sanchez de Fuentes read Resolution # 22-2021 by title.

Commissioner Fisher moved to adopt Resolution # 22-2021 (Exhibit "C"). Commissioner Castano 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.

RESOLUTION ADOPTING THE FINAL BUDGET

Mayor Gonzalez stated for the record, the Resolution will adopt the Final Budget of \$216,888,231 and authorize 789 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.

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

City Attorney Sanchez de Fuentes read Resolution # 23-2021 by title.

Commissioner Fisher moved to adopt Resolution # 23-2021 (Exhibit "D"). Commissioner 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.

5.C PUBLIC HEARING - ZONING MAP AMENDMENT - MILL CREEK MALL: DRC#20-00076 (HC TO MUPUD) - PROPOSED ORDINANCE NO. 21-11

AN ORDINANCE AMENDING ORDINANCE NO. 3034 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING AN EFFECTIVE DATE

Approval of a zoning map amendment from HC (Highway Commercial) to MUPUD (Mixed Use Planned Unit Development) to establish use and design standards on 17.45 acres of land.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3048 by title.

Brenda Ryan, Development Services, reviewed the item and stated staff recommends approval subject to conditions listed in the Agenda Item.

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

Commissioner Fisher asked if he understood correctly that there will or will not be food vendors.

Planner Ryan stated there would be mobile vendors.

Commissioner Fisher made a motion to approve the Public Hearing and adopt Ordinance # 3048 (Exhibit "E"). Commissioner 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.

6. HEAR AUDIENCE

Carlos Barros Villahermosa, 3001Jolene Court, Kissimmee, stated he has photos (Exhibit "F") to submit to the City. He is concerned about the drivers who are abusing the roadways and are driving dangerously when school buses are present. There has been damage to a neighbor's fence and circles burned into the roadway. Mr. Villahermosa would like the City to consider speed bumps in this area.

Mayor Gonzalez requested City Manager Steigerwald have staff check into the situation and follow-up with Mr. Villahermosa.

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

Motion carried 5 - 0.

7.A APPROVAL OF INTERLOCAL AGREEMENT BETWEEN CITY OF KISSIMMEE AND TOHO WATER AUTHORITY RELATING TO UTILITY LINE RELOCATION FOR THE MIRADOR AT WOODSIDE APARTMENTS

Approval of an interlocal agreement with the Toho Water Authority regarding the Utility Line Relocation project at the Mirador at Woodside Apartments

7.B GROUND LEASE AT THE AIRPORT'S BUSINESS AIRPARK WITH LEADERS AIRPORT INVESTMENTS, LLC

Approval for a ground lease for a land parcel located at the Airport's Business Airpark to construct two aircraft hangars.

7.C APPROVAL OF AN AIRPORT SPACE USE PERMIT RENEWAL FOR JR. DAVIS CONSTRUCTION COMPANY, INC.

Commission approval of a Space Use Permit Renewal for Jr. Davis Construction Company, Inc. for storage of construction materials on airport property.

7.D AIRPORT GROUND LEASE BETWEEN THE CITY OF KISSIMMEE AND JR. DAVIS CONSTRUCTION COMPANY, INC.

Commission approval for a ground lease for 8 acres of land located at the old KPD Gun Range along Hangar Road south of 4th Street, which is land owned and operated by the Airport.

7.E INTERGOVERNMENTAL TRANSFER AGREEMENT FOR MEDICAID MANAGED CARE ORGANIZATION PAYMENT PROGRAM

Enter into an Intergovernmental Transfer (IGT) agreement with the Florida Agency for Health Care Administration (AHCA) in order to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

7.F EXTENSION OF THE PROFESSIONAL SERVICES CONTRACT WITH PURVIS GRAY AND COMPANY, LLP TO PERFORM AUDITING SERVICES FOR THE FISCAL YEARS ENDING 2022 AND 2023

Approval to extend the audit services contract with Purvis Gray and Company, LLP for auditing services for the fiscal years ending 2022 and 2023.

7.G APPROVAL OF CITIZENS POLICE REVIEW BOARD MEMBERS

The Police Department is requesting City Commission approval to establish the Citizens Police Review Board Members.

7.H SUPPLEMENTAL AGREEMENT 1 FOR ARCHITECTURAL AND ENGINEERING SERVICES CITY HALL BUILDING ADDITION

Approval of Supplemental Agreement 1 of the Continuing Services contract with RS&H, Inc, for architectural and engineering services for the City Hall building addition for additional design services in regards to the bid process in the amount of \$45,372.12.

7.I 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 \$11,216.42 to account for the reimbursement of overtime incurred as part of the High Intensity Drug Trafficking Area (HIDTA) Task Force.

8. DISCUSSION ITEMS

8.A CHARTER SCHOOL ADVISORY BOARD VACANCY

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Alvin Codner.

City Manager Steigerwald stated this is still outstanding despite having been published as well as the Charter School doing outreach to the parents. There was a candidate but they did not live within Osceola County.

Commissioner Castano commented that she has a possible candidate; she will relay the name and contact information.

8.B COMMISSION APPOINTMENT OF SELECTION COMMITTEE FOR REVIEW AND SELECTION OF RFP#2021-007 EMERGENCY SHELTER/BRIDGE HOUSING AND HOMELESS SERVICES RFP

Staff requests Commission appointments for the selection committee that will make recommendations to the Commission on the Emergency Shelter/ Bridge-Housing and Homeless Services proposals.

City Manager Steigerwald explained that each Commission will have one appointment and then the Commission as a whole can appoint two (2) or four (4) At-Large members to complete the committee.

Commissioner Castano made a motion to appoint Edgar Silva. Commissioner Alvarez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

Commissioner Ortiz made a motion to appoint Mike Fisher. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

Commissioner Alvarez made a motion to appoint Osvaldo Ozzie Gonzalez. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

Commissioner Fisher stated he had appointed David Carbone at the September 14th meeting but he is no longer serving as the CEO of Osceola Regional Hospital so he would like to change his appointment.

Commissioner Fisher made a motion to appoint John Newstreet. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano
NAY: None

Motion carried 5 - 0.

Mayor Gonzalez asked how much time she will have to make her appointment.

City Manager Steigerwald stated in an effort to move forward with this process, we would like to have the committee in place by October 15th.

Commissioner Castano made a motion to appoint Tim Weisheyer as an At-Large member. Commissioner Fisher seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

8.C SOCIAL SERVICES AND QUALITY OF LIFE GRANT FUNDING ALLOCATIONS FOR FY 2021-22

Commission discussion and approval of the FY 2021-22 Social Services and Quality of Life Funding Allocations.

City Manager Steigerwald Introduce the Deputy City Manager to provide an overview of the Request for Proposal (RFP) program scoring sheet results.

Deputy City Manager Matthews reviewed the 2021-22 funding process for Competitive Grant Funding and the Quality of Life Programs. We have received requests for \$50,300.00 for Quality of Life and \$306,300.01 for Social Services which puts us over budget for Social Services by \$6,300.01.

Quality of Life

Deputy City Manager Matthews stated staff recommends funding based on the results of the Commission review (Exhibit "G").

Commissioner Fisher made a motion. Commissioner Alvarez seconded the motion for discussion.

Commissioner Fisher requested a change in allocations by lowering the Boys & Girls Club from \$2,940 to \$2,500, putting \$380 toward the Historical Society to bring their total to \$32,700 and put \$60 toward the Commission on Homelessness to make it \$5,000, and leave the Literacy Match at \$9,800.

Commissioner Alvarez expressed his preference is to divide the funds in equal shares between four agencies.

Commissioner Castano disagreed with the allocation in the motion to the Boys & Girls Club and the homeless efforts.

Commissioner Fisher called for the vote.

AYE: Mayor-Commissioner Gonzalez, Commissioner Castano, Commissioner Ortiz, Commissioner Fisher

NAY: Commissioner Alvarez

The Commission voted 4 – 1, prior to the results being announced, Commissioner Alvarez stated he wanted to rescind his “Nay” vote to “Aye” in favor of the motion.

Motion carried 5 – 0.

Social Services

Deputy City Manager Matthews reviewed request for Social Services Funding and discussed the goals for Social Services. The budget for Social Services funding is \$300,000.00 but we have \$306,300.01 in requests and the Commission will need to decide on adding funds to the account or reallocating funds to individual agencies.

Mayor Gonzalez requested clarification on entities that had only one Commissioner allocate funding and not the majority.

Deputy City Manager Matthews explained the calculation method and stated only one (1) agency received only a single recommendation and that was the Hope Partnership (formerly Community Hope Center).

City Manager Steigerwald clarified for the Commission that if there is not a majority in favor of funding an agency, that agency could be removed, and their funds reallocated to other agencies.

Commissioner Ortiz does not believe the Hope Partnership should receive funding as it did not have a majority and Church and Community Assistance should not receive funding due to a relationship conflict between the Mayor and the organization. This change would keep all requests within the available budget.

Mayor Gonzalez disagreed with Commissioner Ortiz’s opinion and does not feel her involvement with Church and Community Assistance is an issue as she has resigned from the organization.

Commissioner Castano made a motion to increase Osceola Council on Aging Nutrition Services Program to \$50,000.00, increase Aspire to \$45,000.00 and instruct the City Manager to remove funds from Contingency or find the remaining funds in the City Budget.

Motion died for lack of a second.

Commissioner Fisher believes in majority rule and if he was the only Commissioner in favor of the Hope Partnership, then it should be excluded. He highlighted they are now overbudget by more than they originally started and in future years the Commission needs to use a different allocation process.

Commissioner Ortiz made a motion as follows to not fund Hope Partnership and Church and Community Assistance and split the \$28,611.13 between the remaining twelve (12) agencies or remove all funding for Hope Partnership and Church and Community and balance to \$300,000.00 without reallocating the funds to any other organization.

Commissioner Fisher seconded the motion for discussion.

Mayor Gonzalez reaffirmed there was one (1) vote for Hope Partnership and three (3) for Church and Community.

AYE: Commissioner Ortiz

NAY: Mayor Gonzalez, Commissioner Castano, Commissioner Alvarez, Commissioner Fisher

Motion failed 1 – 4.

Commissioner Alvarez stated for the record he wants his method listed as taking the \$300,000.00 budget and dividing it between the fourteen (14) agencies for a total of \$21,479.00 for each agency.

Commissioner Fisher made a motion to accept the revised figures listed on the chart as displayed right now (Exhibit “I”) and have the \$6,300.00 shortfall come through the City Manager’s Office.

Commissioner Ortiz disagreed with the Hope Partnership’s proposal of wanting to put an outreach center downtown.

Motion died for a lack of a second.

Deputy City Manager Matthews asked for Commission direction on removing any requests that did not receive funding allocation from a majority.

Commissioner Alvarez made a motion to eliminate the Hope Partnership and reallocate the remaining \$4,700 to remaining agencies that were not fully funded. Mayor Gonzalez seconded the motion.

AYE: Commissioner Castano, Commissioner Alvarez, Mayor Gonzalez

NAY: Commissioner Ortiz, Commissioner Fisher

Motion carried 3 – 2.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald reminded the Commission Kissimmee Utility Authority’s Movie in the Park Series will be back in the park this Friday, October 1, 2021.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER FISHER

Commissioner Fisher suggested that a Workshop be held in the future with the Commission prior to placing social services funding on the agenda.

COMMISSIONER ALVAREZ

Commissioner Alvarez reminded the Commission of Viva Osceola and other events this weekend to celebrate Hispanic Heritage Month.

COMMISSIONER ORTIZ

Commissioner Ortiz highlighted his efforts and actions he takes on the City Commission.

MAYOR GONZALEZ

Mayor Gonzalez reaffirmed her commitment to her position as the Mayor.

COMMISSIONER CASTANO

The meeting was officially adjourned prior to Commissioner Castano having an opportunity to speak.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:11 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Ordinance # 3047
Nuisances and Sanitation/Urination and Defecation in Public Places
Item 4.A

Exhibit "B"
CRA Resolution # 02-2021
Adoption of the Kissimmee Community Redevelopment Agency (CRA) FY 2022 Budget
Item 5.A

Exhibit "C"
Resolution # 22-2021
Adoption of the Final Millage of 4.6253 for FY 2022
Item 5.B

Exhibit "D"
Resolution # 23-2021
Adoption of the Final Budget for \$216,888.231 for FY 2022
Item 5.B

Exhibit "E"
Ordinance # 3048
Zoning Map Amendment – Mill Creek Mall (DRC #20-00076)
Item 5.C

Exhibit "F"
Hear the Audience
(Hand-out) Photos – Carlos Barros Villahermosa
Item 6.

Exhibit "G"
Revised Spreadsheets (Hand-out)
Quality of Life and Social Services
Item 8.C

Exhibit "I"
Social Services and Quality of Life Spreadsheet
Revised During Meeting
Final Form
Item 8.C

ITEM 7.B**BUDGET TRANSFER TO FACILITIES MAINTENANCE DIVISION ACCOUNTS****Request**

Approval to transfer \$87,791 from personal services accounts to cover outstanding balances.

Explanation

In order to complete the close-out for FY 2020-21, the following transfers are necessary to ensure funds are available for expenses incurred up to September 30, 2021. A budget transfer is necessary to provide funds to cover the following accounts: Electric Services (56045603 504343) in the amount of \$50,000; Water & Sewer Services (56045603 504344) in the amount of \$20,000; and Operating Supplies (56045603 505252) in the amount of \$17,790.88 for non-charge back inventory transferred to departments or deemed obsolete during the warehouse decommission process.

Thus, staff is requesting to transfer a total of \$87,791 from available funds within personal services accounts from the FY2020-21 budget.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56045601-501212		Decrease	\$75,917	\$75,917
56045601-501414		Decrease	\$5,531	\$4,422
56045601-502121		Decrease	\$7,452	\$7,452
56045603-504343		Increase	\$35,240	\$50,000
56045603-504344		Increase	\$11,523	\$20,000
56045603-505252		Increase	-\$17,791	\$17,791

Financial Summary:

Funding is needed to cover operating expense account shortfalls using available funds in personal services accounts.

Recommendation

Staff recommends approval to transfer funds to close out expenses for the FY 2020-21 in the amount of \$87,791 to cover Electric, Water & Sewer, and the Operating Supplies accounts within the Facilities Maintenance Division.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering
Presenter:

Attachment(s):
None

ITEM 7.C**SALE OF SURPLUS CITY OWNED PROPERTY ON WEST BASS STREET****Request**

Approval for the sale of City-owned surplus property located on West Bass Street, Parcel ID Number 22-25-29-2010-0006-0015 to the Wilkerson Family Revocable Trust for \$20,600 and granting the City Manager or his designee authority to sign the closing documents.

Explanation

The property located on West Bass Street, (Parcel ID.: 22-25-29-2010-0006-0015) was acquired by the City during a trade with the then active Osceola Habitat for Humanity. However, the property was found to be too small to develop as a single family home and is no longer usable by the City. Several adjacent property owners inquired about purchasing the property to incorporate it into their future developments.

The City advertised and accepted bids for the sale of the property. The Wilkerson Family Trust submitted the highest bid for \$20,600. The Quit Claim deed, a location map, and the bid documents are included in the back up.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100364 364005		Increase		\$20,600

Financial Summary:

Proceeds of the sale will go into the General Fund.

Recommendation

Staff recommends authorizing the sale of City-owned surplus property located on West Bass Street, Parcel ID Number 22-25-29-2010-0006-0015 to the Wilkerson Family Revocable Trust for \$20,600 and granting the City Manager or his designee authority to sign the closing documents.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. West Bass Street Information Packet
2. Surplus Property Deed. 719 Canal

Request for Bids on Parcel of Land
Owned by the City of Kissimmee



The City of Kissimmee is requesting bids on a parcel of surplus land owned by the City located approximately 140 feet west of the intersection of Robinson Avenue and West Bass Street. The parcel identification number is 22-25-29-2010-0006-0015.

The parcel has frontage on West Bass S, treet and is approximately 4,000 sq feet in size with approximate dimensions of 60.0 feet in width and 60.0 feet in depth.

The parcel has a Future Land Use of Mixed Use – Downtown (MU-D), Medical Campus District with a Density of 40 dwelling unit per acre and a Floor Area Ratio of 6.0.

The parcel has a Zoning of Mixed-Use Center Transect (T5-M).

An information packet with a legal description, Future Land Use and Zoning details, a map and aerial, and additional information can be requested by e-mailing Craig Holland at craig.holland@kissimmee.gov. Questions can also be directed to this e-mail.

Sealed bids will be accepted in person or post marked until **August 20, 2021, at 4:00 p.m.** No late bids will be accepted. All sealed bids will be opened on **August 24, 2021, at 9:00 a.m. in the Floridan Conference Room, 2nd Floor of City Hall, 101 Church Street, Kissimmee, FL.**

Sealed bids should be mailed or delivered to:

Debbie Luke,

Suite 430

City of Kissimmee, Finance Department

101 Church St.

Kissimmee, FL 34741.

Potential bidders are completely responsible for researching the parcel and determining its developability. The property will be sold “as is” and the City of Kissimmee will not owner-finance the purchase of the parcel. Sale of the parcel does not guarantee the City of Kissimmee will approve development or permits. The sale is final.





- | | | |
|--------------------------------|---|--|
| Subject Property | CF (Community Facility) | RC-2 (Multiple Family High Density Residential) |
| CRA District Boundary | HC (Highway Commercial) | RE (Residential Estate) |
| Railroad | HF (Hospital Facility) | RPB (Residential Professional Business) |
| City Limit Boundary | IB (Industrial Business) | RPUD (Residential Planned Unit Development) |
| Kissimmee Gateway Airport | MH (Mobile Home 6,000 sqft) | SRPUD (Short Term Rental Planned Unit Development) |
| Lake Surfaces | MHP (Mobile Home Park) | UT (Utilities) |
| Zoning Districts | MUPUD (Mixed Use Planned Unit Development) | SD (Special District) |
| AC (Agricultural Conservation) | OS (Open Space) | T1 (Natural) |
| AI (Airport Industrial) | RA-1 (Single Family Residential) | T3 (Edge) |
| AO (Airport Operations) | RA-2 (Single Family Residential) | T4-O (Neighborhood Open) |
| B-2 (Neighborhood Commercial) | RA-3 (Single Family Residential) | T4-R (Neighborhood Restricted) |
| B-3 (General Commercial) | RA-4 (Single Family Residential) | T5-M (Mixed-Use Center) |
| B-5 (Office Commercial) | RB-1 (Medium Density Residential) | T5-U (Mixed-Use Urban Core) |
| BP (Business Park) | RB-2 (Medium Density Residential - Office) | T6 (Waterfront) |
| | RC-1 (Multiple Family Medium Density Residential) | |



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
 Osceola County Government Center
 2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 22-25-29-2010-0006-0015



Owner Information

Owner Name	CITY OF KISSIMMEE
Mailing Address	101 CHURCH ST KISSIMMEE, FL 34741
Physical Address	719 CANAL ST, KISSIMMEE FL 34741
Description	MUNICIPAL-VAC
Tax District	200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 07/08/2021, which are subject to change prior to certification

Land	\$13,300
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$13,300
Assessed(estimated)	\$10,248
Exemption(estimated)	\$10,248
Taxable(estimated)	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 02/04/2021

Land	\$13,300
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$13,300
Assessed*	\$9,317
Exemption	\$9,317
Taxable	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5113-2849	\$0	2017-02-23	QC
1	4518-0318	\$100	2013-09-26	SW
2	4518-0314	\$100	2013-09-26	SW
3	4494-1762	\$100	2013-08-05	CT
4	4485-2367	\$0	2013-08-05	CT
5	3307-1759	\$100	1993-07-05	WD
6	0675-0676	\$0	1981-01-03	WD
7	0157-0123	\$0	1954-11-18	WD
8	0106-0363	\$0	1942-01-08	WD

Land Information - Total Acreage: 0.09

Land Description	Units	Depth	Land Type	Land Value
RESIDENTIAL	66.33	60.00	FF	\$13,300

Legal Description

Legal Description	S A ROBINSONS ADDN PB A PG 10 BLK 6, BEG AT NW COR LOT 1, CONT E 66 1/3 FT, S 60 FT, W 66 1/3 FT, N 60 FT TO POB.
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development and redevelopment plans in that core area. The Downtown Mixed-Use (MU-D) designation on the Future Land Use Map is intended to mirror the sub-areas outlined in the *Strategic Investment Map* in the *Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012)*. The Downtown area is an activity hub anchored by government centers, retail and business districts, and quiet residential streets with restored structures. The City shall apply mixed-use future land use categories to the Downtown in sub-areas to achieve a greater specificity of redevelopment character commensurate with the adopted *Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012)*.

- MU-D: Low Density Residential – This sub-area is primarily residential in character, and is generally intended to remain so. The mix of uses in this sub-area shall be 85-95 percent residential, and 5-15 percent non-residential, with a maximum project density and intensity of up to 20 du/ac and up to 3.0 FAR. Established and stable residential neighborhoods within this sub-area shall be retained and preserved to the maximum extent feasible.
- MU-D: Moderate Density Residential – This sub-area is primarily residential in character, and is generally intended to remain so. The mix of uses in this sub-area shall be 80-95 percent residential, and 5-20 percent non-residential, with a maximum project density and intensity of up to 20 du/ac and up to 3.0 FAR. Established and stable residential neighborhoods within this sub-area shall be retained and preserved to the maximum extent feasible.
- MU-D: Downtown Transit Station Area – This sub-area shall continue to reflect both the commercial core and existing governmental and support business character, while also providing residential uses. The mix of uses in this sub-area shall be 40-60 percent residential, and 40-60 percent non-residential, with a maximum project density and intensity of up to 40 du/ac and up to 7.0 FAR.
- MU-D: Medical Campus Area – This sub-area is centered on the hospital and medical uses area, and shall include residential uses to provide housing for area employees. The mix of uses in this sub-area shall be 5-25 percent residential, and 75-95 percent non-residential, with a maximum project density and intensity of up to 40 du/ac and up to 6.0 FAR.
- MU-D: Commercial Corridor Main Street Area – This sub-area serves as the main entrance from Vine Street to the downtown, and historic commercial core. The mix of uses in this sub-area shall be 20-40 percent residential, and 60-80 percent non-

Figure 5 - 19: Examples of Vehicular and Pedestrian Passages



Vehicular Connection



Pedestrian Passage

14-5-6. Site Standards

A. Permitted Uses

Table 5-1 lists the various types of uses allowed in the Form-Based Code area and identifies whether a use is Permitted (P), Conditional (C), or Not Permitted (N) within the noted Transect Zone. Uses not listed in **Table 5-1** are prohibited. Refer to Section 14-5-3, Special Requirements Plan, for use restrictions in certain areas.

Mixed-use developments are allowed in all zones, provided that the individual uses are all allowed in the zone. If one of the uses requires Conditional Use, the entire development shall undergo Conditional Use review.

All developments, regardless of the use classification, shall comply with the standards of this chapter and all other applicable chapters of the land development code.

Table 5 - 1: Permitted Uses

	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
COMMERCIAL/RETAIL USES									
Drive through facilities with an allowed use	14-6-40 14-5-8.B	N	N	N	N	N	C	C	N
Micro-brewery	Ch. 5-3	N	N	N	N	P	P	P	N
Pawn Shop	5-7	N	N	N	N	N	C	N	N
Restaurants	14-6-9	N	N	N	C	P	P	P	C
Retail sales establishments		N	N	N	C	P	P	P	C
CIVIC/INSTITUTIONAL USES									
Churches		N	N	N	N	N	P	N	N
Civic, social clubs		N	N	N	N	N	C	N	N
Colleges and universities		N	N	N	N	C	C	C	P
Community centers		N	N	N	N	C	C	C	N
Educational service establishments.		N	N	N	N	C	C	C	C
Hospitals		N	N	N	N	N	N	N	P
Institutional care facilities		N	N	N	N	C	C	C	C
Libraries and museums		N	N	N	N	P	P	P	P
Public uses		N	N	N	N	P	P	P	P
Schools, elementary and middle*		N	N	N	N	C	C	C	P

	See Section	T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Schools, high*		N	N	N	N	N	N	N	P
LODGING		T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Bed and breakfast establishments	14-6-36	N	N	N	C	C	N	N	N
Hotels and motels		N	N	N	N	C	P	P	N
MISCELLANEOUS USES		T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Heliports, medical and law enforcement	14-6-6	N	N	N	N	N	N	N	C
RECREATION USES		T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Recreation areas, passive		P	P	P	P	P	P	P	P
Recreation, indoor (private)		N	N	N	C	P	P	P	P
Recreation, active/outdoor (private)		N	N	N	N	N	C	N	N
RESIDENTIAL USES		T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Accessory dwelling units	14-6-2	N	P	P	P	N	N	N	N
Community residential homes	14-6-39	N	N	P	P	N	N	N	N
Duplex dwellings	14-6-43	N	P	P	P	N	N	N	N
Multiple family residential	14-6-43	N	N	C	C	P	P	P	P
Single family dwellings (detached)	14-6-43	N	P	P	P	N	N	N	N
Townhome	14-6-43	N	N	C	C	P	P	P	P
Triplex	14-6-43	N	N	C	C	P	P	P	N
SERVICE USES		T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Child care facilities	14-6-37	N	N	N	C	C	C	N	N
Equipment sales and leasing, light		N	N	N	N	N	P	N	N
Financial institutions		N	N	N	N	P	P	P	N
Gasoline service stations	14-5-8.A	N	N	N	N	N	C	N	N
Motor vehicle repair, light	14-5-8.C	N	N	N	N	N	C	N	N
Occult science establishment	Ch. 5-6	N	N	N	N	N	C	N	N
Office establishments		N	N	N	C	P	P	P	N
Parking garages, principal use		N	N	N	N	C	C	C	N
Rental, sale and leasing of mopeds, scooters, and/or neighborhood electric vehicles	14-5-8.C	N	N	N	N	N	C	N	N
Repair service establishments, light		N	N	N	N	C	P	C	N
Research & development establishments		N	N	N	N	P	P	P	C
Sales, rental and leasing (vehicles other than heavy commercial vehicles)	14-6-10 14-5-8.C	N	N	N	N	N	C	N	N
Service establishment, business		N	N	N	C	P	P	P	N
Service establishment, personal		N	N	N	C	P	P	P	N
Storage facilities, self-service	14-5-8.G	N	N	N	N	N	C	N	N
Veterinary clinics		N	N	N	N	P	P	N	N
UTILITY USES		T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Communication towers and facilities	14-6-38	N	N	N	N	N	C	N	N
Utility Facilities, Minor	14-6-46	N	N	N	C	C	C	C	C
TRANSPORTATION USES		T1	T3	T4-R	T4-O	T5-M	T5-U	T6	SD
Bus depots		N	N	N	N	N	C	N	N
Rail, bus and taxi stations with no onsite vehicle storage and/or repair		N	N	N	N	C	C	C	N
Rail Stations		N	N	N	N	N	N	P	N

* Public and private schools shall not be permitted within the Vine Street CRA unless there are 2,000 residential dwelling units that have received a certificate of occupancy to support a student population creating the demand for new facilities. This provision shall be evaluated with each review of the CRA Districts as required by the Comprehensive Plan.

This instrument prepared by and return to:
Olga Sanchez de Fuentes, Esq.
City of Kissimmee
101 N. Church Street
Kissimmee, FL 34741

Property Appraisers Parcel ID Number:
22-25-29-2010-0006-0015

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this ____ day of October, 2021 by CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 (“GRANTOR”) to the WILKERSON FAMILY REVOCABLE TRUST (“GRANTEE”).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said GRANTEE forever, all right, title, interest, claim and demand which the said GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in Osceola County, Florida, to wit:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6 OF S.A. ROBINSON’S ADDITION TO THE TOWN OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTINUING EAST 661/3FEET; RUN THENCE SOUTH 60 FEET; WEST 66 1/3 FEET, NORTH 60 FEET TO POINT OF BEGINNING.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances, thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

IN WITNESS WHEREOF, said Parties of the first part have hereunto set their hands and seals the date first above written.

Signed, sealed, and delivered in the presence of:

GRANTOR:

CITY OF KISSIMMEE

SIGNATURE WITNESSED BY:

Witness Signature

Print Name: _____

By: _____
Mike Steigerwald, City Manager

Witness Signature

Print Name: _____

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, on this ____ day of September 2021, by Olga Gonzalez, as Mayor-Commissioner of the City of Kissimmee who is personally known to me, and who executed the forgoing instrument as an authorized representative of the City of Kissimmee in the name and on behalf of the organization.

[NOTARY SEAL]

Notary Public

Printed Name of Notary Public

My commission expires

ITEM 7.D

AUTHORIZATION TO PURCHASE THE ANNUAL CITY VEHICLE REQUIREMENTS FROM THE STATE CONTRACT, SHERIFF CONTRACT, COOPERATIVE PURCHASING CONTRACTS OR CITY'S LOCAL BID

Request

This request is for authorization to purchase the FY2021-22 City vehicle requirements from the Sheriff's Contract, State Contract, Cooperative Purchasing Contracts or the City bid, whichever is most cost effective considering the requirements of the departments.

Explanation

The City has 22 units on the budget this year at a budgeted cost of \$808,300. Included in this total are 13 vehicles for the Police Department at a cost of \$519,500.

Standard procedure is to identify the pricing for those vehicles planned for purchase using the State and Sheriff's Association and Cooperative purchasing contracts, and then solicit bids from local dealers to match or beat the State contract pricing.

Recommendation

Staff recommends approval to purchase the City vehicle requirements from the Sheriff's Contract, State Contract, Cooperative Purchasing Contracts or City bid, whichever is the most cost effective, considering the needs of the Department.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

None

ITEM 7.E**PROPERTY CONVEYANCE ASSOCIATED WITH OSCEOLA COUNTY'S BILL BECK BOULEVARD (SEGMENT B) ROADWAY IMPROVEMENT PROJECT****Request**

Approval of a Drainage Easement between the owner of Spears property and the City, a Right-of-Entry Agreement between the City and the County, and a Deed of Dedication between the City and the County for the Bill Beck Boulevard Right-of-Way. These agreements are necessary for the completion of the County's Bill Beck Boulevard (Segment B) roadway improvement project.

Explanation

Staff requests approval of the following three conveyances as part of the County's planned construction of the Bill Beck Boulevard extension:

1. Drainage Easement: The owner of the Spears property is dedicating a perpetual, non-exclusive stormwater drainage easement to the City to cover a relocated portion of the Kissimmee Charter Academy stormwater pond (Pond A) that will be located on the Spears property to accommodate the roadway improvements. This easement is identified on the attached Parcel Index Map as Parcel 802.
2. Right-of-Entry Agreement: The City is granting a temporary right-of-entry onto a portion of the Kissimmee Charter Academy property to Osceola County for the construction of the roadway improvements. This right-of-entry is identified on the attached Parcel Index Map as Parcel 803.
3. Deed of Dedication: The City is dedicating Right-of Way to Osceola County for roadway improvements. This dedication consists of a portion of the Kissimmee Charter Academy property to include a 100-foot wide Right-of-Way along the eastern boundary of the school property, where it will connect to the existing Bill Beck Boulevard Right-of-Way. This deeded area is identified on the attached Parcel Index Map as Parcel 101.

Recommendation

Staff recommends approval of the three (3) conveyance agreement documents outlined in the explanation details and attached to this item.

REQUESTED CITY COMMISSION ACTION:

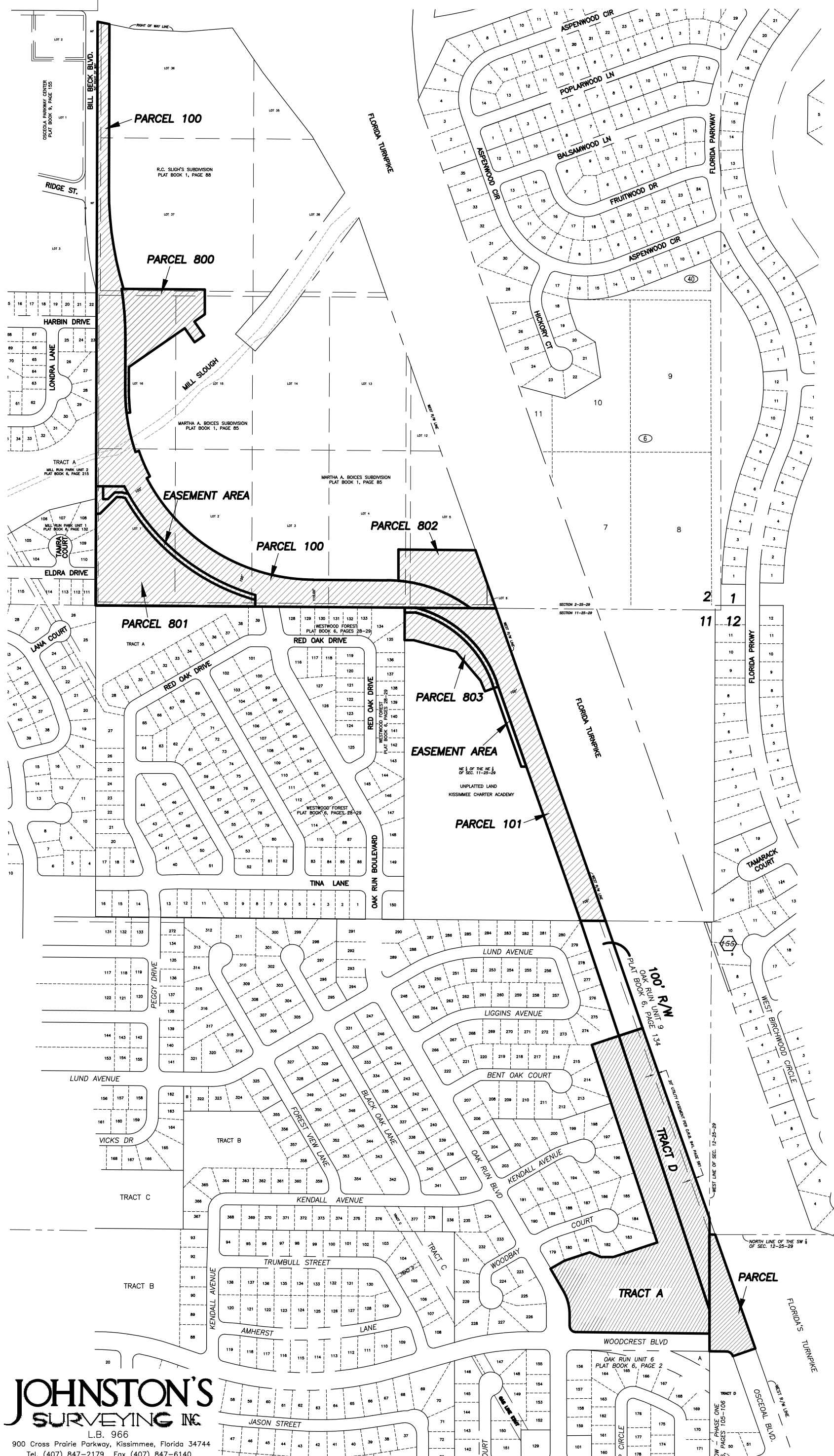
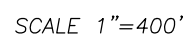
Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. 20-053-PARCEL-INDEX-MAP-overall
2. Parcel 802 - Pond A Easement - Spears to COK
3. Parcel 101 - Dedication Deed - COK to OC
4. Parcel 803 - Right of Entry - COK to OC



**This Instrument prepared by:
Shannon M. Charles
and after recording should be returned to:**

**Osceola County Transportation & Transit
Attn: Right-of-Way & Asset Manager
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741**

A Portion of Property Appraiser's Parcel ID: 02-25-29-00U0-0025-0000

PERPETUAL NON-EXCLUSIVE STORMWATER DRAINAGE EASEMENT

This Perpetual Non-Exclusive Stormwater Drainage Easement agreement (the "Easement Agreement"), is made as of this ____ day of _____, 2021, by and between **JAMES P. GRODECKI**, as Trustee of the Ramona Ann Spears 2008 Irrevocable Trust Agreement whose address is P.O. Box 1780, Winter Park, Florida 32790, hereinafter referred to as the "Grantor" and **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "Grantee", collectively together are referred to as "Parties".

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain "Joint Facilitation of Public Infrastructure Agreement" recorded in Official Records Book 1859, Page 1676, of the public records of Osceola County, Florida; hereinafter referred to as the "Agreement", and

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Osceola County, Florida, more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein and hereinafter referred to as the "Easement Area", and

WHEREAS, pursuant to the Agreement, Grantee requires a Non-Exclusive Stormwater Drainage Easement upon, over, across, through, and into the Easement Area for stormwater management purposes; and;

WHEREAS, Grantor desires to grant to Grantee a non-exclusive stormwater drainage easement upon, under, across, through and into the Easement Area for stormwater detention and retention and outfall purposes and for the construction of those improvements within the Easement Area, as set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. **Power and Authority of Grantor.** Grantor represents and warrants the full right, power and authority to enter into, deliver and perform this Agreement.
3. **Grant of Non-Exclusive Stormwater Drainage Easement.**
 - a. Grantor hereby grants to Grantee a non-exclusive stormwater drainage easement upon, over, across, through and into the Easement Area for stormwater detention and retention and outfall proposes for stormwater drainage resulting from the provisions of the Agreement. The easement shall run with the title to the Easement Area and be binding upon the Grantor and its successors in title to the Easement Area and assigns and is hereby granted to Grantee subject to all matters of record in the Public Records of Osceola County, Florida.
 - b. The Grantee's drainage within the Easement Area will be allocated based on SFWMD Kissimmee Charter School Permit Number: 49-103474-P. The Grantee will be responsible for any permit modifications and approvals from all related agencies for any modifications initiated by Grantee.
 - c. Grantor hereby grants ownership of all excavated material within the Easement Area to the Grantee.
 - d. Maintenance of the Easement Area will be the responsibility of the Grantee until use of the system by Grantor (Construction Start), then Grantor will be responsible for the regular maintenance of the Easement Area with Grantee having all rights but not the responsibility for regular maintenance.
4. **Obligations of the Parties.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, including but not limited to the Agreement and any future modifications or amendments thereto. The Parties covenant and agree that no party shall discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance rule, regulations or permits, except in accordance with such laws, ordinances, rules, regulations and permits.
5. **Beneficiaries of Easement Rights.** The Easement set forth in this Non-Exclusive Stormwater Drainage Easement shall be for the benefit and use of the Grantee, Grantor and their successors in title and assigns and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, invitees, and providers of emergency services.
6. **Reservation of Rights.** It is acknowledged and agreed that Grantor, its successors and assigns, shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, including but not limited to (i) the right to see permits or permit modifications in order to drain stormwater from other property owned by Grantor, its successors and assigns, into the Easement Area and (ii) the right to relocate, expand or modify any of the Easement Area, at Grantor's expense, in connection with the development, use and enjoyment of the real property adjacent to the Easement Area. Grantor acknowledges that any cost incurred as a result of Grantor's aforesaid use, relocation, expansion or modification shall be borne by Grantor, including the construction, extension and installation of the drainage pipes

and related facilities from a tie-in connection point on the Grantee's existing stormwater pond constructed and operational on property more particularly described on **Exhibit "B"** the costs of modification or obtaining of any new or additional permits required from any governmental authority in connection therewith. Grantor further acknowledges and agrees that (a) no relocation, expansion or modification shall diminish the capacity or function provided by the Easement Area to the Grantee; (b) the relocation or modification shall be accomplished in a manner that does not impair the functions or capacity of the Easement Area during the relocation or modification; (c) Grantor will be responsible for the regular maintenance of the Easement Area upon use of the system by Grantor with Grantee having all rights but not the responsibility for regular maintenance and (d) Grantor shall obtain permit approval from Grantee and provide easement Amendment for recordation in acceptable form of Grantee prior to exercising Grantor's rights under subsection (ii) above.

In Witness Whereof the Grantor has caused these presents to be executed in its name, by its general partner hereunto duly authorized, the day and year first above written.

RAMONA ANN SPEARS 2008 IRREVOCABLE TRUST

By: _____
Name: James P. Grodecki
Its: Trustee

Signed, sealed and delivered in the presence of:

Signature

Signature

Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared, James P. Grodecki, who is personally known to me, to be the Trustee of the Ramona Ann Spears 2008 Irrevocable Trust Agreement named as Grantor in the foregoing Easement Agreement, and that he has executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said partnership.

WITNESS my hand and official seal in the County and State as aforesaid this _____ day of _____, 2021.

Notary Public

Printed Name

My commission expires

THE ABOVE NON-EXCLUSIVE STORMWATER DRAINAGE EASEMENT is accepted for City use by the City of Kissimmee, Florida.

CITY OF KISSIMMEE, FLORIDA

By: _____
Mayor-Commissioner

ATTEST:

Approved as to form and legality:

Linda Hansell, City Clerk

City Attorney

EXHIBIT A - PAGE 1 OF 3

SKETCH OF DESCRIPTION
BBB PARCEL 802

LEGAL DESCRIPTION
PROJECT: BILL BECK BOULEVARD EXTENSION
BBB PARCEL 802

A parcel of land being a portion of Lots 4, 5 and 6 and that platted Right of Way lying between and adjacent to said Lots 4 and 5, and that platted Right of Way lying South of and adjacent to said Lots 5 and 6, MARTHA A. BOICE'S SUBDIVISON, as recorded in Plat Book 1, Page 85, and located in the Southeast 1/4 of Section 2, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 2, said point being a 6" x 6" concrete monument; thence run S89°35'38"E along the South line of the Southeast ¼ of said Section 2, a distance of 673.54 feet to a point; thence continue S89°35'38"E along said South line, a distance of 907.74 feet to the Point of Beginning; thence continue S89°35'38"E along said South line, a distance of 108.50 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run N19°19'50"W along said West Right of Way line, a distance of 260.29 feet; thence departing said West Right of Way line, run N89°35'38"W, a distance of 325.28 feet; thence run S00°11'38"W, a distance of 131.91 feet to a Point on a non-tangent curve, concave to the South, having a Radius of 595.67 feet and a Central Angle of 31°36'57"; thence run Easterly, along the Arc of said curve, a distance of 328.69 feet (Chord Bearing = S69°12'00"E, Chord = 324.54 feet) to the Point of Beginning.

Containing 68,279.79 square feet or 1.567 acres, more or less.

SURVEYORS NOTES

MATTERS OF RECORD AS SHOWN HEREON ARE BASE ON A COMMERCIAL OWNERSHIP AND ENCUMBRANCE REPORT AS PROVIDED BY (ATTORNEY NAME HERE), REFERENCE NUMBER: EMINENT DOMAIN XX, FILE NUMBER: XXXX-XXXXX.

ALL REFERENCES TO RECORDING INFORMATION ARE BASED ON THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
Δ	CENTRAL ANGLE
R	RADIUS
L	LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
#	NUMBER
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
R.L.S.	REGISTERED LAND SURVEYOR

NOTES
BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: OSCEOLA COUNTY

DATE OF SKETCH	08/25/2020	REVISIONS
SCALE	1" = 150'	
F.B.	PAGE	
SECTION	2	
TWP.	25 S., RNG. 29 E.	
JOB NO.	20-053	SHEET 1 OF 2

JOHNSTON'S
SURVEYING INC

L.B. 966
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

BARRY W. PREWITT, P.S.M. #5267 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

EXHIBIT A - PAGE 2 OF 3

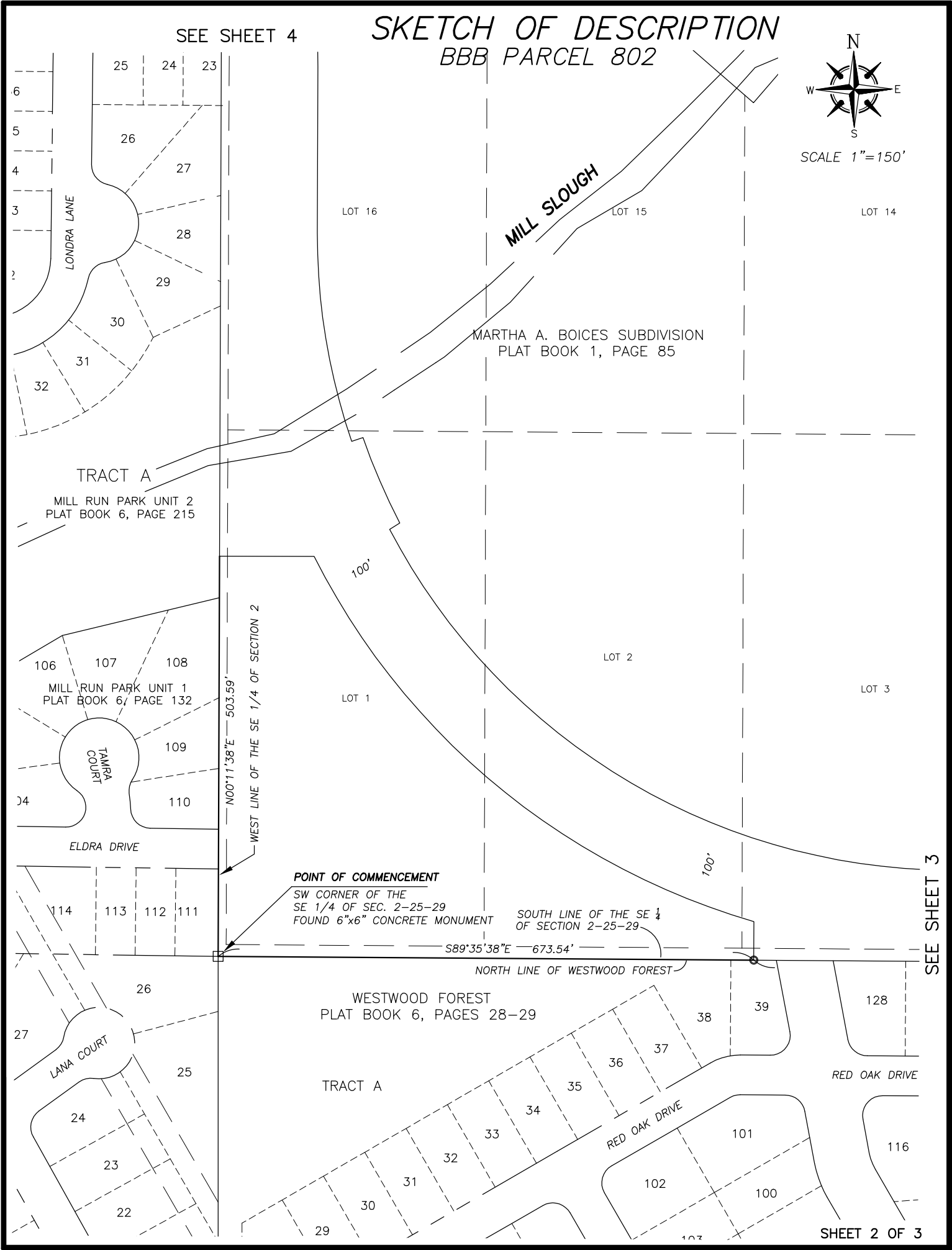


EXHIBIT A - PAGE 3 OF 3

SKETCH OF DESCRIPTION
BBB PARCEL 802



SCALE 1"=150'

MARTHA A. BOICES SUBDIVISION
PLAT BOOK 1, PAGE 85

FLORIDA TURNPIKE
400' RIGHT OF WAY

WEST R/W LINE

LOT 14

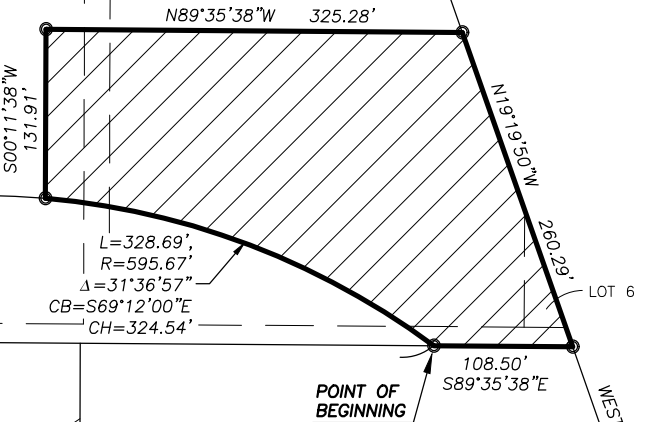
LOT 13

LOT 12

LOT 3

LOT 4

LOT 5



SEE SHEET 2

SOUTH LINE OF THE SE 1/4
OF SECTION 2-25-29

WESTWOOD FOREST
PLAT BOOK 6, PAGES 28-29

RED OAK DRIVE

POINT OF
BEGINNING

WEST R/W LINE

SHEET 3 OF 3

EXHIBIT B - PAGE 1 OF 1

Legal description from last deed of record recorded in OR Book 1384, Page 0264

A parcel of land lying within Section 11, Township 25 South, Range 29 East, Osceola County, Florida, more particularly described as follows:

Commence at a 4"X4" concrete monument marking the Northwest corner of the Northeast quarter of said Section 11; thence S89°48'44"E along the North line of said Northeast quarter, a distance of 1304.97 feet, to the Northwest corner of the Northeast quarter of said Northeast quarter also being the **POINT OF BEGINNING; thence continue S89°48'44"E along the North line of the Northeast quarter of said Northeast quarter, a distance of 384.69 feet to the existing Westerly Limited Access Right of Way of Florida's Turnpike (SR 91); thence S19°32'18"E along said Limited Access Right of Way, a distance of 1399.62 feet to the South line of said Northeast quarter of the Northeast quarter; thence N89°43'46"W along said South line, a distance of 852.76 feet to the Southwest corner of said Northeast quarter of the Northeast quarter; thence N00°00'04"W along the West line of said Northeast quarter of the Northeast quarter, a distance of 1316.26 feet, to the **POINT OF BEGINNING**; containing 18.702 acres of land, more or less.**

Reserving all rights of access, egress, ingress, light, air and view between the above described property and Stated Road 91 (Florida's Turnpike).

The above described property derived from Right of Way Map of the Sunshine State Parkway (State Road 91), Osceola County, Florida, Contract Number 11.1, Sheet 1 of 2.

**This Instrument prepared by:
Shannon M. Charles
and after recording should be returned to:**

**Osceola County Transportation & Transit
Attn: Right-of-Way & Asset Manager
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741**

Property Appraiser's Parcel ID: 11-25-29-00U0-0015-0000

DEED OF DEDICATION
(Bill Beck Blvd. Right-of-Way)

This Deed of Dedication, executed this ____ day of _____, 2021 by the City of Kissimmee, Florida, a municipal corporation, located at 101 N. Church Street, Kissimmee, Florida, hereinafter referred to as Grantee, first party, to **OSCEOLA COUNTY**, a Charter County and political subdivision of the State of Florida, having its principal place of business at: 1 Courthouse Square, Kissimmee, Florida 34741 as second party.

Wherever used herein the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

Witnesseth, that the first party, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise and quit-claim unto the second party, forever, all title, right(s), interest(s), claim(s), and demand(s) which the first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, to wit:

As legally described in Exhibit “A” attached hereto

To have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the first party, either in law or equity, to the use, benefit and behoof of the second party forever.

(Signatures on following page)

In Witness Whereof the first party has caused these presents to be executed in its name, by its general partner hereunto duly authorized, the day and year first above written.

CITY OF KISSIMMEE, FLORIDA

By: _____
Mayor-Commissioner

ATTEST:

Approved as to form and legality:

Linda Hansell, City Clerk

Olga Sanchez de Fuentes, City Attorney

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared, _____ who is personally known to me, to be the Mayor of the City of Kissimmee named as first party in the foregoing deed, and that he has executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said partnership.

WITNESS my hand and official seal in the County and State as aforesaid this _____ day of _____, 2021.

Notary Public

Printed Name

My commission expires

THE ABOVE RIGHT-OF-WAY DEDICATION is accepted for public use by Osceola County, Florida.

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

By: _____
Chair/Vice-Chair

ATTEST:

Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

EXHIBIT A - PAGE 1 OF 2

SKETCH OF DESCRIPTION
BBB PARCEL 101

LEGAL DESCRIPTION
PROJECT: BILL BECK BOULEVARD EXTENSION
BBB PARCEL 101

A parcel of land being a portion of the Northeast ¼ of the Northeast ¼ of Section 11, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 11, said point being the Southeast corner of WESTWOOD FOREST, per Plat Book 6, Pages 28-29; thence run S89°33'18"E along the South line of the Northeast ¼ of the Northeast ¼ of said Section 11, a distance of 746.26 feet to the Point of Beginning; thence continue S89°33'18"E along said South line, a distance of 106.27 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run N19°19'50"W along said West Right of Way line, a distance of 1,398.70 feet to a point on the North line of the Northeast ¼ of said Section 11; thence run N89°35'38"W along said North line, a distance of 339.45 feet to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 495.67 feet and a Central Angle of 56°08'30"; thence run Southeasterly, along the Arc of said curve, a distance of 485.69 feet (Chord Bearing = S47°24'05"E, Chord = 466.49 feet) to the Point of Tangency thereof; thence run S19°19'50"E, a distance of 1,065.77 feet to the Point of Beginning.

Containing 158,042.10 square feet or 3.628 acres, more or less.

SURVEYORS NOTES

MATTERS OF RECORD AS SHOWN HEREON ARE BASE ON A COMMERCIAL OWNERSHIP AND ENCUMBRANCE REPORT AS PROVIDED BY (ATTORNEY NAME HERE), REFERENCE NUMBER: EMINENT DOMAIN XX, FILE NUMBER: XXXX-XXXXX.

ALL REFERENCES TO RECORDING INFORMATION ARE BASED ON THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
Δ	CENTRAL ANGLE
R	RADIUS
L	LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
#	NUMBER
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
R.L.S.	REGISTERED LAND SURVEYOR

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: OSCEOLA COUNTY

DATE OF SKETCH	08/25/2020	REVISIONS	JOHNSTON'S SURVEYING INC L.B. 966 900 Cross Prairie Parkway, Kissimmee, Florida 34744 Tel. (407) 847-2179 Fax (407) 847-6140 BARRY W. PREWITT, P.S.M. #5267 (DATE) NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.
SCALE	1" = 150'		
F.B.	PAGE		
SECTION	2		
TWP.	25 S., RNG. 29 E.		
JOB NO.	20-053	SHEET 1 OF 2	



RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT made by and between City of Kissimmee, whose address is 101 N. Church Street, Kissimmee, Florida 34741, hereinafter referred to as “OWNER” and Osceola County, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, the OWNER is the fee simple owner of that Real Property more particularly described in **Exhibit “A”**, attached hereto and made a binding part hereof by this reference and hereinafter referred to as the “Property”; and

WHEREAS, the COUNTY desires to enter the Property for construction of the Improvements as substantially depicted and attached hereto as **Exhibit “B”**; and

WHEREAS, the OWNER has no objection to the COUNTY’s entry onto the Property to perform the construction of the Improvements.

NOW, THEREFORE, in consideration of the mutual benefits each party shall receive, the OWNER hereby grants to the COUNTY and its agents or assigns a Right of Entry to enter upon the OWNER’S lands for the purpose of performing the activities according to the depiction shown in **Exhibit “B”** within the OWNER’S land described in **Exhibit “A”**. This right of entry shall expire when the activities described above are completed by County.

TO HAVE AND TO HOLD said Right of Entry unto COUNTY, and its successors and assigns, for the purposes stated herein.

The OWNER agrees that the COUNTY has no current or future obligation to maintain or purchase the Property and the OWNER understands that the COUNTY will not routinely maintain any part of the Property, if the need arises in the future, after the expiration of this Right of Entry.

During the Construction activities by the COUNTY, the COUNTY, hereby releases, indemnifies and holds harmless the OWNER, its officers, agents, employees, assigns, for any and all damages, losses, penalties, settlements, costs, charges or other expenses or liabilities relating to the construction of the Improvements on the Property.

Following completion of the Improvements by the County, the OWNER, for and in consideration of the benefits received by the Improvements, hereby releases, indemnifies and holds harmless the COUNTY, its commissioners, officers, agents, employees, assigns, contractors and subcontractors, for any and all damages, losses, penalties, settlements, costs, charges or other expenses or liabilities relating to the Improvements on the Property.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

CITY OF KISSIMMEE, FLORIDA

By: _____
Mayor-Commissioner

ATTEST:

Approved as to form and legality:

Linda Hansell, City Clerk

Olga Sanchez de Fuentes, City Attorney

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as _____, such person ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public

Seal

THE ABOVE AGREEMENT is accepted by the County Manager on behalf of Osceola County.

OSCEOLA COUNTY, FLORIDA

By: _____
County Manager or Designee Date

EXHIBIT A - PAGE 1 OF 2

SKETCH OF DESCRIPTION
BBB PARCEL 803

LEGAL DESCRIPTION
PROJECT: BILL BECK BOULEVARD EXTENSION
BBB PARCEL 803

A parcel of land being a portion of the Northeast ¼ of the Northeast ¼ of Section 11, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 11, said point being the Southeast corner of WESTWOOD FOREST, per Plat Book 6, Pages 28-29; thence run N00°12'12"E along the West line of the Northeast ¼ of the Northeast ¼ of said Section 11, a distance of 1178.98 feet to the Point of Beginning; thence continue N00°12'12"E along said West line, a distance of 136.98 feet to a point on the North line of the Northeast ¼ of said Section 11; thence run S89°35'38"E along said North line, a distance of 45.38 feet to a Point on a non-tangent curve, concave to the Southwest, having a Radius of 495.67 feet and a Central Angle of 56°08'30"; thence departing said North line, run Southeasterly, along the Arc of said curve, a distance of 485.69 feet (Chord Bearing = S47°24'05"E, Chord = 466.49 feet) to the Point of Tangency thereof; thence run S19°19'50"E, a distance of 18.37 feet; thence run S70°39'19"W, a distance of 59.94 feet; thence run N21°51'58"W, a distance of 49.12 feet; thence run N40°33'34"W, a distance of 160.62 feet; thence run N74°40'59"W, a distance of 184.24 feet; thence run S89°59'28"W, a distance of 38.35 feet to the Point of Beginning.

Containing 47,160.69 square feet or 1.083 acres, more or less.

SURVEYORS NOTES

MATTERS OF RECORD AS SHOWN HEREON ARE BASE ON A COMMERCIAL OWNERSHIP AND ENCUMBRANCE REPORT AS PROVIDED BY (ATTORNEY NAME HERE), REFERENCE NUMBER: EMINENT DOMAIN XX, FILE NUMBER: XXXX-XXXXX.

ALL REFERENCES TO RECORDING INFORMATION ARE BASED ON THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
Δ	CENTRAL ANGLE
R	RADIUS
L	LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
#	NUMBER
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
R.L.S.	REGISTERED LAND SURVEYOR

NOTES
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REQUESTED BY: OSCEOLA COUNTY

DATE OF SKETCH	08/25/2020	REVISIONS
SCALE	1" = 150'	
F.B.	PAGE	
SECTION	2	
TWP.	25 S., RNG. 29 E.	
JOB NO.	20-053	SHEET 1 OF 2

JOHNSTON'S
SURVEYING INC

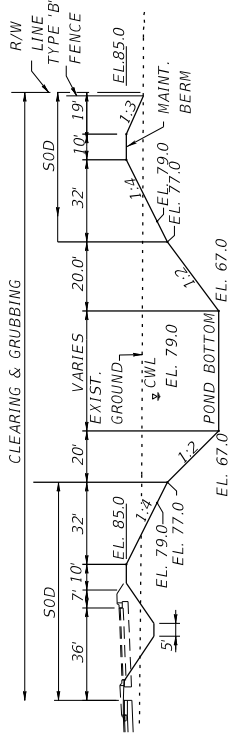
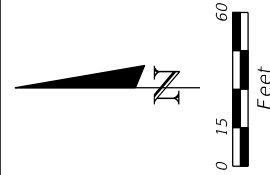
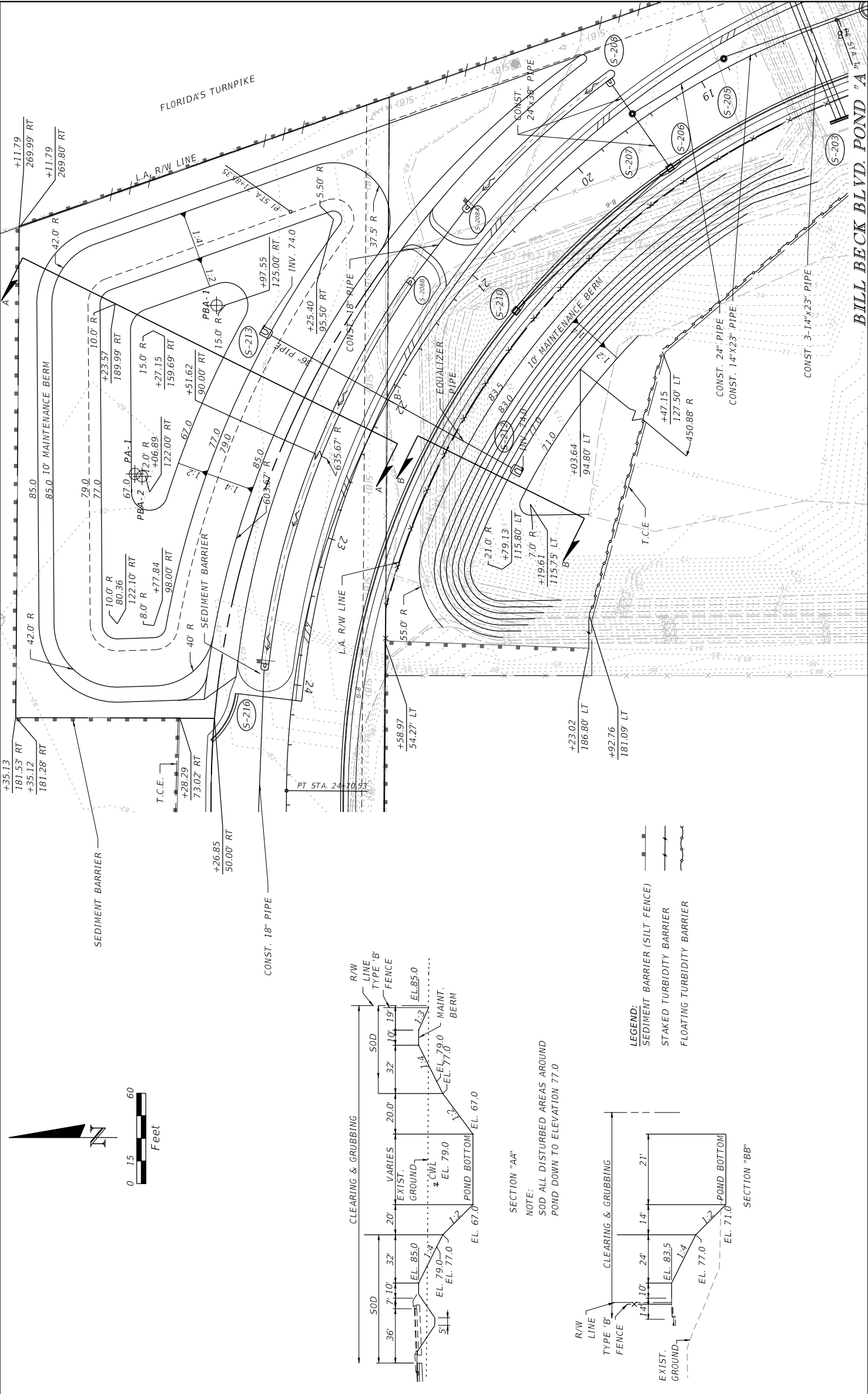
L.B. 966
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

BARRY W. PREWITT, P.S.M. #5267 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

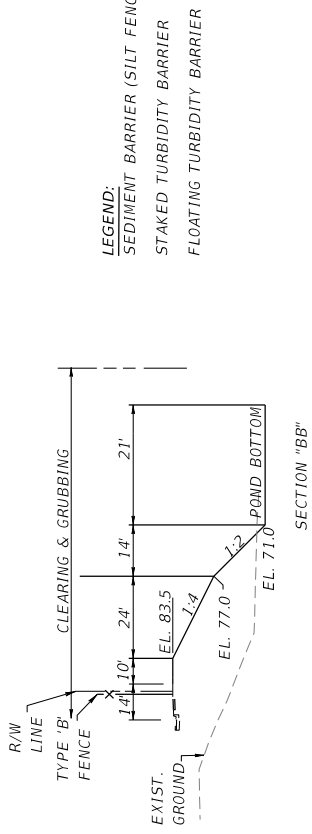
EXHIBIT B - PAGE 1 OF 1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SECTION "AA"

NOTE:
SOD ALL DISTURBED AREAS AROUND
POND DOWN TO ELEVATION 77.0



LEGEND:
SEDIMENT BARRIER (SILT FENCE)
STAKED TURBIDITY BARRIER
FLOATING TURBIDITY BARRIER

DATE	DESCRIPTION	REVISIONS		OSCEOLA COUNTY TRANSPORTATION AND TRANSIT 1 Courthouse Square, Suite 3100 Kissimmee, Florida 34741 (407) 742-0552 Fax: (407) 742-0560	POND DETAILS		SHEET NO.
		DATE	DESCRIPTION				
				CONSOR ENGINEERS, LLC DAVID A. BENNETT, P.E. - No. 54769 2121 Old Hickory Tree Road Saint Cloud, Florida 34772 Ph: 407.957.1660 Fax: 407.957.8744 Registry No. 6876			65

8/24/2020 5:01:20 PM Default Z:\400\2004\0408\400000\Drainage\POP\RD02.dgn zbillings

ITEM 7.F

AMENDMENT TO THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA) INCENTIVES POLICY - DEMOLITION SERVICES

Request

Adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy on Demolition Services.

Explanation

On April 20, 2021, the City of Kissimmee Community Redevelopment Agencies adopted the Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services. The Policy serves as a redevelopment tool to support the demolition of commercial structures hindering redevelopment or reinvestment within the CRA districts.

Many commercial structures within the CRA districts are vacant and deteriorated beyond repair. In many cases, the cost of restoring a structure exceeds the property's market value. In addition, removal of blighted structures increases nearby property values and enhances the image of the CRA district.

In order to encourage the use of CRA Demolition Services by property owners and capture opportunities to improve conditions within the CRA districts, the original Policy has been amended to remove eligibility criteria that may discourage participation. The criteria to be removed includes a provision that the property owner agree to a special assessment if the site is not redeveloped or sold within five years from the completion of demolition, and related language that requires reimbursement to the City for the demolition costs should the property owner not comply with these provisions. The remainder of the policy will remain unchanged.

The CRA has funds available in the adopted budget to support this program.

Recommendation

Staff recommends adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter:

Attachment(s):

1. Amended CRA Incentives Policy 10-8-2021
2. Final Demolition Agreement



Title: Community Redevelopment Agency (CRA) Incentives

Effective Date: TBD

Revised Date: October 8, 2021

A. Demolition Services

Program Outline

This incentive encourages the development of new facilities along major City corridors and within the Downtown Kissimmee and Vine Street Community Redevelopment Area (CRA) by funding the demolition of structures incompatible with existing or anticipated redevelopment projects.

Eligibility Criteria

- The property owner shall assume all responsibility/liability for the site during and after demolition and shall agree for the CRA, or its contractor, to demolish any structures approved for demolition.
- The structure(s) to be demolished shall be free of asbestos and any hazardous materials. The property owner must agree to allow the CRA to determine the presence of such materials prior to demolition, and then remove them from the site or otherwise mitigate the site prior to or during demolition.
- Demolition shall not occur until a permit for new construction has been issued, and all new construction shall begin within ninety (90) days of completion of demolition services. If construction will not occur within the ninety (90) days completion of demolition services, a formal request for an extension must be submitted in writing to and approved by the CRA.
- The property owner shall agree to comply with all terms of the program, understanding that failure to comply shall result in forfeiture of no-cost demolition services.
- The property owner must agree to allow public safety entities to utilize the property while it remains vacant and undeveloped for training exercises, if applicable.

Procedure

- Upon completing the evaluation process and determining eligibility, the CRA shall approve the application and coordinate the dates of demolition services with property owner.



B. Demolition Services – Blight Removal

Program Outline

This incentive assists with the development of new facilities along major City corridors and within the Downtown Kissimmee and Vine Street Community Redevelopment Areas (CRA) by paying for the demolition and related expenses of facilities that fail to meet safety or aesthetic standards.

Eligibility Criteria

- The property shall have failed safety or aesthetic standards or is abandoned or a nuisance.
- Applicant shall have no outstanding liens and shall be current on all City and County taxes.
- The property owner shall assume all responsibility/liability for the site during and after demolition and shall agree for the CRA, or its contractor, to demolish any structures approved for demolition.
- The structure(s) to be demolished shall be free of asbestos and any hazardous materials. The property owner must agree to allow the CRA to determine the presence of such materials prior to demolition, and then remove them from the site or otherwise mitigate the site prior to or during demolition.
- The property owner shall agree to comply with all terms of the program.
- The property owner must agree to allow public safety entities to utilize the property while it remains vacant and undeveloped for training exercises, if applicable.

Procedure

- Upon the CRA determining that a site or facility has failed safety or aesthetic standards, is abandoned, or is a nuisance, CRA staff shall initiate conversations with the property owner and offer demolition services or offer funding for the demolition of the structure.
- Upon meeting all eligibility requirements and receiving owner approval, the CRA shall approve the application and coordinate the dates of demolition services with the property owner.
- Any Impact Fee/Mobility fee credits of the structure will be noted within Development Services Department records and may be applied to any new construction on the same parcel. Statement of Impact Fee/Mobility Fee credit may be provided to owner upon request.

**COMMUNITY REDEVELOPMENT AGENCY DEVELOPMENT INCENTIVE AGREEMENT
(Demolition)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the COMMUNITY REDEVELOPMENT AGENCY ("CRA"), 101 CHURCH STREET, KISSIMMEE, FL 34741 and _____ ("PROPERTY OWNER") for the demolition of the structure located at _____.

WHEREAS, the CRA has approved an incentive pursuant to the Community Redevelopment Agency Incentive Program for Demolition Services, the terms and conditions thereof incorporated by reference herein; and

WHEREAS, the CRA Master Redevelopment Plan, supports financial incentives to encourage private sector investment and business development within the Community Redevelopment Area; and

WHEREAS, the CRA and Property Owner wish to work in coordination in addressing the property's aesthetic and economic decline; and

WHEREAS, the CRA has approved an incentive in the amount of \$_____ for the purpose of demolishing the structure(s) located at _____.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
 2. **TERM.** This is a one-time incentive in the amount of \$_____ paid to _____ (Contractor) on the behalf of Property Owner for the demolition of Structure(s) located at _____.
- a) The Property Owner hereby warrants and affirms that the said structure(s) is/are owned by him/her and that they are free and clear of all liens and mortgages, and that there are no unpaid bills or liens for labor, materials or equipment on said Structure(s) or improvements for which an artisan's, mechanic's, or materialmen's lien may yet validly be impressed, filed, claimed or recorded.
 - b) That Property Owner hereby agrees that the CRA or any contractor designated by the CRA is hereby authorized and granted a license to enter upon the land above-described for the purpose of inspecting, bidding and preparing structures(s) for demolition.
 - c) That Property Owner has been fully informed and advised that the contractor engaged for the removal of the structure(s) will be fully and individually responsible to the Property Owner for any damages not authorized by this agreement.
 - d) The Property Owner hereby agrees that he/her, his/her heirs, executors, administrators, and assigns shall release, discharge, indemnify and hold harmless forever the CRA from any or all claims, damages, debts, suits, demands or actions, either in law or equity, arising as a result of the removal of the structure(s). The Property Owner further agrees that he/she understands that the contractor is not the agent of CRA. The Property Owner agrees to indemnify and hold harmless CRA from any and all liability to any third person or persons, firm, or corporation who claims to have been injured as a result of the

demolition of the structure(s) because of some interest which said person or persons, firm or corporation has in the structure(s), contents within the structure(s) or in the underlying real property, including all costs, expenses and attorney's fees incurred by the CRA in defense of such claims

- e) The Property Owner hereby authorizes the CRA, or any contractor authorized by the CRA, to enter upon the land above described and to tear down and carry away all the materials comprising the structure(s).
- f) The Property Owner agrees that this Agreement shall be binding upon his/her heirs, administrators, executors, successors and assigns.
- g) The Property Owner hereby certifies to the CRA that no other person has any right, title or interest in and to said real estate or in and to any personal property located within the structure(s) or real property described in this Agreement.

3. ELIGIBILITY.

- a) The Property Owner agrees to follow the procedures outlined in the Community Redevelopment Agency Incentives Policy for Demolition Services. Property Owner acknowledges receipt of the Policy.
- b) The Property Owner agrees to meet and perform obligations outlined in the Community Redevelopment Agency Incentives Policy for Demolition Services.
- c) The property owner shall agree to comply with all terms of the program, understanding that failure to comply shall result in forfeiture of no-cost demolition services.

4. TERMINATION. This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30) days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CRA might have for past, current, or future breaches.

5. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

6. MODIFICATIONS. This Agreement may not be modified except by written consent of the Parties hereto.

7. ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES. The Property Owner shall not assign this Agreement without the express written consent of the CRA. If an assignment occurs, all the terms, covenants, and conditions herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the Property Owner. There are no third-party beneficiaries to this Agreement.

- 8. NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CRA of its rights to statutory sovereign immunity pursuant to FL. Stat. §768.28.
- 9. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Property Owner and the CRA that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each Party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 10. VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
- 11. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

PROPERTY OWNER

COMMUNITY REDEVELOPMENT AGENCY

By: _____

By: _____

Print Name: _____
Principal

Print Name: _____
Community Redevelopment Agency

ITEM 7.G**LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 2 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE WEST OAK STREET INTERSECTION IMPROVEMENTS PROJECT****Request**

Approval of the attached resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) Agreement and further authorizes the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation (FDOT) for the construction of the West Oak Street Intersection Improvements Project, FPN: 434916-1-48-01.

Explanation

Funding in the amount of \$5,059,283.00 for this project has already been granted by FDOT and accepted by the City Commission. The project will widen the sections of West Oak Street at the intersection with John Young Parkway to enhance traffic capacity, traffic flow and public safety. The originally executed documents are attached for the Commission's review.

This supplemental agreement (SA #2) will provide a time extension for the subject LAP agreement to August 31st, 2022, to complete final acquisitions of land necessary for the project.

Recommendation

Staff recommends approval of the attached resolution authorizing the Mayor to execute and deliver the LAP Agreement and further authorize the City Manager to execute and deliver any subsequent documentation and amendments to FDOT for the West Oak Street Intersection Improvements Project, FPN: 434916-1-48-01.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. SA#2 (434916-1-48-01) West Oak Street Intersection Improvements
2. LAP Resolution for SA#2
3. Originally Executed LAP Agreement and NTP
4. Executed SA#1 (434916-1-48-01)

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

2

FEDERAL ID NO. (FAIN)

D517 008 B

CONTRACT NO.

G0I40

FEDERAL AWARD DATE

12/12/2016; 10/18/2019; 10/25/2019

FPN

434916-1-48-01

RECIPIENT DUNS NO.

07-048-1952

Recipient, City of Kissimmee and State of Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on January 4, 2017 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name West Oak Street Intersection Improvements Length 0.520 miles

Termini John Young Parkway Intersection

Description of Work:

The project involves Right of Way services by the City of Kissimmee (Recipient) in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support of 6 parcel owners within the project limits. The additional Right of Way will accommodate the construction of new roadway lanes, drainage modifications, bike lane, and sidewalk. Project limits extend along Oak Street approximately 1,375-feet west and east of the intersection with John Young Parkway for a total approximate length of 2,750-feet.

The Recipient shall at all times supply any necessary legal assistance related to the acquisition of property pursuant to this Agreement. This includes the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate the City of Kissimmee as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

All costs and expenses associated with activities undertaken pursuant to this Agreement shall be borne directly by the Recipient with the funding provided under the terms of the Agreement.

The Recipient retains ultimate settlement authority over any acquisition.

The Recipient shall provide all expert support necessary for the entire acquisition process.

Right of Way (R/W) acquisition for West Oak Street Intersection Improvements at John Young Parkway will be performed by the Recipient (City of Kissimmee) and/or their contracted consultants in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support with oversight from the District Five Right of Way Office. The Recipient and/or their contracted consultants will provide a legal description of each property, a sketch of the property

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showing the acquisition area, a current title search and updates as needed for each property, as well as an appraisal that allows the owner/representative to accompany the appraiser during site inspection.

The Recipient and/or their contracted consultants shall always supply any necessary legal assistance related to the acquisition of property. This includes creating the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate the Recipient as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

Reason for Supplement and supporting engineering and/or cost analysis:

1. The Department approves a Time Extension for the subject Local Agency Program (LAP) agreement to August 31, 2022, to complete final acquisitions.
2. The language in the attached "Attachment "A"- Local Agency Program Agreement" replaces the language in the "Local Agency Program Agreement" executed on January 4, 2017.
3. The attached "Exhibit "A" – Project Description and Responsibilities" replaces the "Exhibit "A" – Project Description and Responsibilities" included in the Local Agency Program Agreement executed January 4, 2017.
4. The following exhibits are also attached and hereby incorporated into this Supplemental Agreement:
 - Exhibit "C" – Title VI Assurances
 - Exhibit "F" – Contract Payment Requirements
5. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

The remainder of this page intentionally left blank.

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741-5054

FINANCIAL PROJECT NUMBER: 434916-1-48-01

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PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Design Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Right-of-Way FY: 2016-2017 (LAP) FY: 2019-2020 (LAP) FY: (Insert Program Name) Total Right-of-Way Cost	 \$1,679,133.00 \$3,380,150.00 \$5,059,283.00	 \$0.00 \$0.00 \$ 0.00	 \$1,679,133.00 \$3,380,150.00 \$5,059,283.00	 \$0.00 \$0.00 \$ 0.00	 \$0.00 \$0.00 \$ 0.00	 \$1,679,133.00 \$3,380,150.00 \$5,059,283.00
Construction FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Construction Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Construction Engineering and Inspection (CEI) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total CEI Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
TOTAL COST OF THE PROJECT	\$5,059,283.00	\$ 0.00	\$5,059,283.00	\$ 0.00	\$ 0.00	\$5,059,283.00

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

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

District Grant Manager Name

Signature

Date

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Mike Steigerwald

Title: City Manager

By: _____

Name:

Title:

Date: _____

Legal Review:

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FPN: 434916-1-48-01	FPN: _____	FPN: _____
Federal No (FAIN): <u>D517 008 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: ^{12/12/2016; 10/18/2019;} <u>10/25/2019</u>	Federal Award Date: _____	Federal Award Date: _____
Fund: SU	Fund: _____	Fund: _____
Org Code: <u>55053010541</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088777</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>92</u>	Contract No: <u>G0I40</u>	
Recipient Vendor No: <u>F596000348006</u>	Recipient DUNS No: <u>07-048-1952</u>	
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Kissimmee ("Recipient").

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 Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in West Oak Intersection Improvements at John Young Parkway, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; 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. **Term of Agreement:** The Recipient agrees to complete the Project on or before August 31, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient 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 after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 5,059,283.00 (Five Million Fifty-Nine Thousand Two Hundred Eighty-Three Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 5,059,283.00 (Five Million Fifty-Nine Thousand Two Hundred Eighty-Three Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient 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"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was 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. 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 Disbursement Handbook for Employees and Managers.
 - f. 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 or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient 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

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services are received, inspected, 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), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient 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 Agencies 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.** The Recipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** 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 which it has with the Recipient owing such amount if, upon 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.
- k.** The Recipient 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.
- l.** 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, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** 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:

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"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."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient 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 arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient 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 limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- 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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, 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 Recipient 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 Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient 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 Recipient 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 Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources obtained from other than federal entities).
- iv. The Recipient 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, and this Agreement. 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 Recipient'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 Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient 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 Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient'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
- c. The Recipient 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, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, 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.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient'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. If the Department intends to terminate the Agreement, the Department shall notify the Recipient 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 Recipient 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 Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient 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 Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, 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 Recipient and its contractors agree to ensure that DBE's 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 DBE's have the opportunity to compete for and perform contracts. The Recipient 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.

12. Compliance with Conditions and Laws:

The Recipient 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. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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.
- d. 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.
- e. 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 Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to 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 combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. 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 Recipient 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 Agreement. Policies that include Self Insured Retention 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.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient 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 Recipient 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.
- d. 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.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient 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 Recipient during the term of the contract; and
 - ii. expressly require any contractor and 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.
- n. 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.
- o. The Parties agree 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.
- p. If the Project is procured pursuant to Chapter 255 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: Exhibits A-1 through A-27

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): Exhibits A-1 through A-27

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

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

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 434916-1-48-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Kissimmee (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The project involves Right of Way services by the City of Kissimmee (Recipient) in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support of 6 parcel owners within the project limits. The additional Right of Way will accommodate the construction of new roadway lanes, drainage modifications, bike lane, and sidewalk. Project limits extend along Oak Street approximately 1,375-feet west and east of the intersection with John Young Parkway for a total approximate length of 2,750-feet.

The Recipient shall at all times supply any necessary legal assistance related to the acquisition of property pursuant to this Agreement. This includes the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate the City of Kissimmee as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

All costs and expenses associated with activities undertaken pursuant to this Agreement shall be borne directly by the Recipient with the funding provided under the terms of the Agreement.

The Recipient retains ultimate settlement authority over any acquisition.

The Recipient shall provide all expert support necessary for the entire acquisition process.

Right of Way (R/W) acquisition for West Oak Intersection Improvements at John Young Parkway will be performed by the Recipient (City of Kissimmee) and/or their contracted consultants in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support with oversight from the District Five Right of Way Office. The Recipient and/or their contracted consultants will provide a legal description of each property, a sketch of the property showing the acquisition area, a current title search and updates as needed for each property, as well as an appraisal that allows the owner/representative to accompany the appraiser during site inspection.

The Recipient and/or their contracted consultants shall always supply any necessary legal assistance related to the acquisition of property. This includes creating the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to

acquire marketable title for the interest in question. All documents will designate the Recipient as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

R/W forms are Exhibits A-1 through A-27, pages 23-78.

Worksheets (see attachments, Exhibits A-1 through A-5) are required to be submitted for each parcel purchased, as applicable. The LAP Certification form, Exhibit A-6 will need to be submitted upon completion of R/W, prior to the Notice to Proceed (NTP) of the construction phase.

- Exhibit A-1: Local Agency Program Right of Way Acquisition Worksheet (2 pages)
- Exhibit A-2: Local Agency Program Right of Way Appraisal and Appraisal Review Worksheet (2 pages)
- Exhibit A-3: Local Agency Program Right of Way Personal Property or Sign Relocation Worksheet (3 pages)
- Exhibit A-4: Local Agency Program Right of Way Property Management Worksheet (2 pages)
- Exhibit A-5: Local Agency Program Right of Way Residential Relocation Worksheet (4 pages)
- Exhibit A-6: LAP Certification Form (1 page)

* Note: All of the following forms are referenced in the Worksheets listed above*

- Exhibit A-7: Notice to Owner (2 pages)
- Exhibit A-7a: Owner Questionnaire (2 pages)
- Exhibit A-8: Public Disclosure Notice (For Trust Only) (5 pages)
- Exhibit A-9: Public Disclosure Notice (For All Persons and Entities Except Trusts) (5 pages)
- Exhibit A-10: Statement of Offer (1 page)
- Exhibit A-11: Purchase Agreement (4 pages)
- Exhibit A-12: Notice to Business Owner (2 pages)
- Exhibit A-12a: Business Owner Questionnaire (2 pages)
- Exhibit A-13: Representative Authorization (2 pages)
- Exhibit A-14: Closing Statement (1 page)
- Exhibit A-15: Settlement Approval (2 pages)
- Exhibit A-16: Request for Taxpayer Identification Number (2 pages)
- Exhibit A-17: Notice of Eligibility (1 page)
- Exhibit A-18: Statement of Eligibility for Supplementary Replacement Housing Payment for Owner (1 page)
- Exhibit A-19: 90-Day Letter of Assurance (1 page)
- Exhibit A-20: 30-Day Notice to Vacate (1 page)
- Exhibit A-21: Replacement Housing Questionnaire/ Certification (1 page)
- Exhibit A-22: Replacement Housing Payment Determination Three Comparables Method (2 pages)
- Exhibit A-23: Personal Property Inventory (1 page)
- Exhibit A-24: Moving Expense Calculation and Payment Determination (1 page)
- Exhibit A-25: Application and Claim for Replacement Housing Payment (1 page)
- Exhibit A-26: Application and Claim for Reimbursement of Moving Costs (1 page)
- Exhibit A-27: Direct Payment Agreement (1 page)

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in

accordance with the following schedule:

- a) Right-of-Way to be Certified (Acquisition Final) by April 5, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the RECIPIENT will be solely responsible to provide the additional funds that are necessary to complete the Project.

The remainder of this page intentionally left blank.

Local Agency Program Right of Way Acquisition Worksheet

Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____

Project Description: _____

FDOT Item/Segment No.: _____ FAP No.: _____ Owner: _____ IN Date: _____

QA Review by: _____ QA Review Date: _____

I. Property Owner Notification	Yes	No	N/A	Comments
1. Was Notice to Owner (FDOT Form No. 575-030-031(32) or equivalent) delivered at or before Negotiations? <i>Date Delivered:</i> _____				
2. Was the Notice sent to the owner's last known address listed on the county ad valorem tax roll?				
3. Was the Notice personally delivered or sent certified mail, return receipt requested?				
4. Was ownership in the form of a representative capacity, i.e., corporation, partnership or trust?				
5. If answer to #4 is yes, was Public Disclosure Notice (FDOT Form No. 575-030-18 or equivalent), delivered to the owner?				
II. Offer(s)	Yes	No	N/A	Comments
1. Was Offer (FDOT Form No. 575-030-08 or equivalent) and Purchase Agreement (FDOT Form No. 575-030-07 or equivalent) delivered directly to the Property Owner?				
2. Did we obtain a written acknowledgement of the Property Owner's receipt of the Offer? <i>If property owner refused to sign, note in comment section.</i>				
3. Was the offer amount based on recommended compensation?				
4. Was use of Appraisal Waiver properly executed?				
5. If an uneconomic remnant was identified by the review appraiser, was an offer to purchase the uneconomic remnant made?				
III. Business Owner Notification	Yes	No	N/A	Comments
1. Are there any businesses located on this parcel?				
2. If answer to #1 is yes, was Notice to Business Owner (FDOT Form No. 575-030-033(34) or equivalent) delivered at or after I.N.? <i>Date Delivered:</i> _____				
3. Based on the Secretary of State, Division of Corporations, was the registered agent notified?				
4. Was the business eligible for business damages?				
5. Was a business damage claim paid?				
IV. Good Faith Negotiations	Yes	No	N/A	Comments
1. Were good faith negotiations carried out with representative after Representative Authorization (FDOT Form No. 575-030-02 or equivalent) was received? <i>If property owner was not represented, write "N/A" in the comment section.</i>				
2. Did property owner request copies of appraisal, maps or plans?				
3. If answer to #2 is yes, were copies provided within 15 days of owner's request?				
4. Were good faith negotiations conducted with current appraisal values?				
5. If real property was donated, was the owner informed of his/her right to have an appraisal performed and a right to compensation?				

6. Did the Agency provide any construction or regulatory elements in lieu of compensation that exceeded the value of the real estate?				
V. Suit	Yes	No	N/A	Comments
1. Did 30 days pass after offer was made before suit was filed?				
2. If applicable, was notice to business owner delivered prior to filing of suit?				
3. Was the Public Disclosure Affidavit returned within 48 hours after OT deposit was made for ownerships in the form of a representative capacity such as a corporation, partnership or trust?				
VI. Agreement	Yes	No	N/A	Comments
1. Was an Agreement reached?				
2. Was Agreement inclusive of Fees & Costs?				
3. Was Agreement reviewed by Legal?				
4. Was Final Agency Acceptance granted at least 30 days after agreement was signed by both parties? <i>FAA Date</i> _____				
VII. Closing	Yes	No	N/A	Comments
1. Was Closing Statement (FDOT Form No. 575-030-16 or equivalent) prepared? <i>Date of Closing</i> _____				
2. Did the closing take place within 60 days after Final Agency Acceptance?				
3. Were documents accurate and properly executed?				
4. Were all closing documents recorded no later than 48 hours after closing?				
5. Was the Public Disclosure Affidavit returned at least 10 days prior to closing for ownerships in the form of a representative capacity, such as a corporation, partnership or trust?				
VIII. Settlements	Yes	No	N/A	Comments
1. Was Settlement Approval (FDOT Form No. 575-030-24 or equivalent) approved by the proper authority?				
2. Was the settlement a justifiable expenditure based on settlement criteria?				
IX. Fees and Costs	Yes	No	N/A	Comments
1. Were fees and costs based on an invoice or statutory formula? <i>Method Used:</i> _____				
2. Were fees and costs identified on the Purchase Agreement/Supplemental Agreement?				
X. 1099S	Yes	No	N/A	Comments
1. Was Request for Taxpayer ID (FDOT Form No. 575-030-27 or equivalent) delivered to non-excluded property owners? (Excluded = de minimis transactions and exempt transferors)				
2. Was Form 1099S delivered to the property owner at closing or before December 31 of the calendar year in which the closing was held? <i>1099S Delivery Date:</i> _____				
XI. LAP Certification	Yes	No	N/A	Comments
1. Was the Right of Way Certification (FDOT Form No. 575-095-05 or equivalent) executed, accurate, and submitted to the Right of Way Office prior to letting? <i>Date Certified</i> _____				
Additional Comments:				

Local Agency Program Appraisal and Appraisal Review Worksheet Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Appraiser: _____

Project Description: _____

Reviewer: _____ FDOT Item/Segment No.: _____ FAP No.: _____

QA Review By: _____ QA Review Date: _____

Note: This worksheet does not include all items for a technical review.

I. Appraisal Report – Before Value	Yes	No	N/A	Comments
1. Was the property owner given the opportunity to accompany the appraiser at the time of inspection?				
2. Did the appraiser correctly address zoning and land use issues, including the probability of rezoning?				
3. Are the highest and best conclusions for land and as improved reasonable?				
4. Did the appraiser correctly employ the approaches to value?				
5. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
6. Did the appraiser correctly address any F F & E or M & E items?				
8. Did the appraiser reasonably support the conclusions for land value and the property as improved?				
II. Part Taken	Yes	No	N/A	Comments
Did the appraiser correctly determine the contributory value of the improvements within the acquisition (as part of the whole)?				
III. Valuation of the Remainder (s)	Yes	No	N/A	Comments
1. Are the highest and best use conclusions for land and as improved credible?				
2. Did the appraiser correctly employ the approaches to value?				
3. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
4. Did the appraiser determine conclusions of value for both the uncured and cured remainder?				
5. Did the appraiser correctly address any F F & E or M & E items, including any damages?				
6. Did the appraiser explain and consider the effect of the acquisition on the remainder property?				

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Local Agency Program Right of Way Personal Property or Sign Relocation Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
 _____-day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
 QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date: _____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Hazardous Waste Notice (Form 575-040-08) delivered? Date: _____				
5. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
6. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires _____				
II. MOVE COST REIMBURSEMENT	Yes	No	N/A	Comments
1. Commercial Move?				
2. Two estimates required? If Yes, the amount of each. 1. \$ _____ 2. \$ _____				
3. Lowest estimate paid? Amount Paid: \$ _____				
4. Self-Documented Move?				
5. Self-Documented Move supported by bills or receipts in file? If Yes, amount paid \$ _____				
6. Self-Move?				
7. Pre-Move Inventory Conducted? Date: _____				
8. Post-Move Inventory Conducted? Date: _____				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file and approved by proper Authority?				
III. Direct Loss Payment	Yes	No	N/A	Comments
1. Tangible Personal Property Relocated?				
2. Proof of Attempt to Sale Personal Property documented in file?				

3. Item Replaced with Substitute Property. If No, go to # 9.				
4. Cost of Substitute Property Item: \$ _____				
5. Less value of Sale/trade-in of item: (\$ _____)				
6. Total: \$ _____				
7. Estimated cost of moving item: \$ _____				
8. Amount of Payment (lowest of 6 & 7) \$ _____				
9. Documentation of Item Operation Discontinued or Personalty will not be replaced at Replacement Site in file?				
10. Fair Market Value of Item in file? \$ _____				
11. Less Proceeds from sale (\$ _____)				
12. Total \$ _____				
13, Estimate cost of moving item. \$ _____				
14. Amount of payment (lowest of 12 & 13) \$ _____				
Comments:				
IV. On-Premise Sign	Yes	No	N/A	Comments
1. Was sign relocated?				
2. Documentation of Proof of attempt to sell sign in file?				
3. Sign in Conflict with Local Governing Regulations?				
4. Re-establishment Expenses paid? If Yes, Amount \$ _____				
5. Depreciated Reprod. Cost(Documented) \$ _____				
6. Less Proceeds from Sale of Sign (\$ _____)				
7. Total \$ _____				
8. Estimated Cost of Moving Sign? \$ _____				
9. Amount of Payment (lowest of 6 & 8) \$ _____				
10. Calculated, reviewed and approved by proper authority?				
V. CLAIMS, PAYMENTS & WARRANT DELIVERY	Yes	No	N/A	Comments
1. Advanced Payment Documented in File?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in File? Amount Paid: \$ _____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				

[illegible]

Local Agency Program Right of Way Property Management Worksheet

Quality Assurance Review

Agency: _____ **Project No.:** _____ **Parcel No.:** _____
Project Description: _____
FDOT Item/Segment No.: _____ **FAP No.:** _____ **Consultant/Agent:** _____
QA Review By: _____ **QA Review Date:** _____

I. Excess Property Inventory	Yes	No	N/A	Comments
1. Was the property routed through a review process prior to disposal?				
2. Was the property disposed of?				
3. If not disposed, was the reason documented?				
II. Demolition & Removal	Yes	No	N/A	Comments
1. Is demolition, removal or abatement required on this parcel?				
2. Was a survey conducted prior to demolition, removal or abatement? Survey Date: _____ Demolition Date: _____				
3. Was the NESHAP notice sent to DEP/Local Air Program 10 working days prior to demo/removal/abatement? NESHAP Sent Date: _____				
4. Was the renotification sent to DEP/Local Air Program prior to demo/removal/abatement or 10 working days prior (if the start date was moved up)?				
5. Did the demo/removal/abatement begin on the date stated in the NESHAP notice/renotification?				
6. For hand delivered notifications, was a signature of receipt provided & placed in the file?				
7. For notices sent via certified mail, were copies of the receipt (green card) in the file?				
8. For renotifications, were copies of the signature of receipt/green card/ fax confirmation in the file?				
9. Were the requirements of the Davis-Bacon Act followed?				
III. Inventory & Inspections	Yes	No	N/A	Comments
1. Was a property inventory completed?				
2. Physical Possession Date: _____ Inventory Date: _____				

3. Was the inventory completed within 10 working days of physical possession?				
4. Was the inventory updated every 120 days from the date of physical possession?				
5. Are inspections performed every 120 days?				
6. Was agreed purchase price paid or Order of Taking deposit amount deposited prior to taking possession?				
IV. Sales & Leasing	Yes	No	N/A	Comments
1. Was the property acquired on/after 5/11/06 & listed in a petition of condemnation? Acquisition Date: _____				
2. If yes to #1, was it offered to the previous owner?				
3. Was the Declaration of Surplus/Temporarily Surplus in the file along with Dept'l routing sheets?				
4. If a disposal, was the 1 st right of refusal offered to the local government?				
5. If a public purpose disposal, was the executed deed with the reverter clause in the file for property acquired with federal funds?				
6. If negotiated sale, was it valued at < \$10K? Or if negotiated lease, was it a leaseback or inequitable?				
7. If sealed bid, was ad & bid tabulation sheet in file?				
8. For sealed bids, was it advertised 14 days prior to the bid opening?				
9. If public purpose, was a copy of the resolution or letter from the Agency Head in the file?				
10. If FHWA Concurrence was needed, was a copy of the approval letter in the file?				
11. Is rental rate equal to or below fair market rent for extended possession?				
VI. Additional Comments				

Local Agency Program Right of Way Residential Relocation Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
 _____ - day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
 QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date: _____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Statement of Eligibility (FDOT Form No. 575-040-06 or equivalent) delivered or mailed? Date: _____ Expires: _____				
5. RHP Determination in file offering transportation? (Housing Analysis Method)				
6. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
7. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires: _____				
II. RHP DETERMINATION	Yes	No	N/A	Comments
Purchase Additive				
1. Three comparables made available? If no, see comments.				
2. Comparables offered Decent, Safe and Sanitary?				
3. Replacement Housing Questionnaire /Certification (FDOT Form No. 575-040-13 or equivalent) in file?				
4. Was purchase additive calculated correctly based on review of FDOT Form 575-040-05 or equivalent? Amount: \$_____				
5. Calculated, Reviewed and Approved by proper authority?				
6. Were Incidental Expenses paid?				
7. Was Increased Interest paid?				
8. Does file documentation support actions?				

Rent Supplement	Yes	No	N/A	Comments
1. Was Household Income verified? Source: _____				
2. Is Household Income considered by HUD as Low Income?				
3. Was rent supplement calculated correctly? If complicated, attach a worksheet?				
4. Amount of supplement from reviewing FDOT Form 575-040-05 or equivalent? AMOUNT: \$ _____				
5. Calculated, Reviewed and Approved by proper authority?				
Additional Comments:				
Down Payment Supplement	Yes	No	N/A	Comments
1. Displacee Requested to convert Rent Supplement to Down Payment Supplement? Amount of Supplement: \$ _____				
2. If yes to #1, were incidental expenses paid?				
3. Revised Statement delivered?				
4. Down payment documented?				
5. Calculated, reviewed and approved by proper authority?				
Additional Comments:				
Last Resort Housing	Yes	No	N/A	Comments
1. Housing of Last Resort applicable?				
2. Documentation in file to support?				
3. Multiple occupants in dwelling? If yes, how many? _____				
4. SINGLE or SEPARATE households documented?				
5. Separate RHP required?				
6. Separate Move Cost requested				
7. Presence of Less than 90 Day Occupant?				
Additional Comments:				

III. MOVE COST REIMBURSEMENT	Yes	No	N/A	Comments
1. Residential Scheduled Move?				
2. Documentation in file to support number room count? _____ #rooms Amount Paid: \$ _____				
3. Self-Move supported by bills or receipts in file? If Yes, amount paid: \$ _____				
4. Commercial Move?				
5. Two estimates required? If Yes, the amount of each. 1. \$ _____ 2. \$ _____				
6. Lowest estimate paid?				
7. Pre-Move Inventory (FDOT Form No. 575-040-17 or equivalent) conducted?				
8. Post-Move Inventory conducted?				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file?				
10. Submitted and Approved by proper Authority?				
IV. CLAIMS, PAYMENTS & WARRANT DELIVERY	Yes	No	N/A	Comments
1. Advanced Payment Documented in file?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in file? Amount Paid: \$ _____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				
5. Warrant delivered by proper individual? Delivered by: _____				
6. Application and Claim for Reimbursement of Moving Cost (FDOT Form 575-040-23 or equivalent) in file?				
7. Date of Move: _____				
8. Amount of Move Claim paid: \$ _____				
9. Date Move Claim delivered: _____				
10. Calculated correctly and by whom? _____				
11. Warrant delivered by: _____				
12. Payments made to displacee?				

[illegible]

R/W ITEM/SEGMENT NO.:	_____	MANAGING DISTRICT:	Five
CONSTRUCTION ITEM/SEGMENT NO.:	_____	STATE ROAD:	_____
F.A.P. NO. (Construction):	_____	DESCRIPTION:	_____
COUNTY:	_____		_____
LETTING DATE:	_____		_____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

- ☐ Right of way was not acquired for this project.
- ☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

- ☐ No persons or businesses were required to move or move personal property from the project right of way.
- ☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

- ☐ No structures or improvements, including encroachments, required removal from the project right of way.
- ☐ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

- ☐ No structures or improvements requiring asbestos abatement were located on the project right of way.
- ☐ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: _____ Date: _____

Certified by FDOT: _____
Title: D-5 District Right of Way Manager, C. Jack Adkins Date: _____

EXHIBIT A-7

FORM 575-030-31p
RIGHT OF WAY - 10/17
Page 1 of 2

NOTICE TO OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

Dear ,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Sincerely,

District Right of Way Manager
By:

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Acquisition Process Pamphlet
CC: Records Management

Received by: _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
MANAGING DIST: 05
F.A.P. NO:
STATE ROAD NO:
COUNTY:
PARCEL NO:
ATTENTION:

Dear Property Owner:

Please provide the following information and mail to this office.

1. Are you the owner of the property identified above? _____
2. I have sold all _____ or part _____ of the property to:
Name: _____
Address: _____
Approximate Date Sold: _____
3. Other than my spouse, I share ownership of this property with:
Name: _____
Address: _____
Telephone No.: _____
4. Please list the appropriate contact person for this property:
Name and Title: _____
Address: _____
Telephone No.: _____
5. Is there an ongoing business on this site? _____
6. If yes, who owns the business?
Name: _____
Address: _____
Telephone No.: _____

7. Additional Comments: _____

Property Owner's Signature

Printed Name and Title

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

KEVIN J. THIBAUT, P.E.
SECRETARY

Name & Address

ITEM/SEGMENT NO.:

MANAGING DISTRICT:

5

F.A.P. NO.:

STATE ROAD NO.:

COUNTY:

PARCEL NO.:

Enter Salutation

Subject: Public Disclosure Affidavit (For Trust Only)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a trust to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at:

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

You are also not required to disclose if all of the following apply: (1) the property is being acquired by the Department by condemnation; and (2) the property is held in a trust created more than three years prior to the date the Department deposits the required sum into the registry of the court pursuant to an Order of Taking in condemnation; and (3) the trustee certifies within 48 hours after deposit that no public officer or public employee has any beneficial interest whatsoever in such trust; and (4) the trustee discloses any changes in the trust instrument or beneficiaries that occurred during the three years prior to the deposit into the court registry. The Department anticipates depositing the required monies by Enter Date.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact _____.

Sincerely,

District Right of Way Manager

By:

Agent's Signature

Name (Please Print or Type)

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For Trust Only)

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: 5
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Public Disclosure Affidavit (For Trust Only)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Trust

_____ and; my full name
Affiant's Title (Trustee)

and address is _____

_____ ; and
Affiant's Name and Address

_____ holds legal title to
Name of Trust

the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

☐ The above named trust is a trust created at least three years prior to _____. Said trust is exempt from disclosure pursuant to **Section 286.23 (3)(b), Florida Statutes**. As trustee for said trust, I hereby certify, under penalty of perjury, that no public officer or employee has any beneficial interest in said trust. Further, I have disclosed on **Attachment "B"** to this affidavit all changes to the trust instruments and to persons having a beneficial interest in said trust that occurred during the three years prior to the above date. I further certify that this disclosure has been made within 48 hours of the deposit of money into the registry of the court.

Affiant's Signature

STATE OF FLORIDA
COUNTY OF _____

Print or Type Name of Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____ as
(name of person)

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

Signature of Notary Public – State of Florida: _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Attachment A
Insert Legal Description

Attachment “B”



Florida Department of Transportation

RON DESANTIS
GOVERNOR

KEVIN J. THIBAUT, P.E.
SECRETARY

Name & Address

ITEM/SEGMENT NO.:

MANAGING DISTRICT:

F.A.P. NO.:

STATE ROAD NO.:

COUNTY:

PARCEL NO.:

5

Enter Salutation

Subject: Public Disclosure Notice (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a corporation or partnership to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at:

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public. For nonpublic entities, you are also not required to disclose persons or entities holding less than 5% of the beneficial interest in the disclosing entity.

If you have any questions please contact _____.

Sincerely,

District Right of Way Manager

By:

Agent's Signature

Name (Please Print or Type)

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: 5
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Public Disclosure Affidavit (For All Persons and Entities Except Trust)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Corporation, Partnership, etc.

_____ and; my full name
Affiant's Title (President, V.P., etc.)

and address is _____

_____ ; and
Affiant's Name and Address

_____ holds legal title to
Name of Corporation, Partnership, etc.

the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

☐ This is a nonpublic entity, and I elect not to disclose the names of persons or entities holding less than 5% of the beneficial interest in this entity.

Affiant's Signature

State of _____

Print or Type Name of Affiant

County of _____

Sworn to and subscribed before me this day of _____, day of _____, _____

By _____ who is personally known to me or who has produced
_____ as identification.

Notary's Signature: _____
(Print, type or stamp name of notary public)

Attachment A
Insert Legal Description

Attachment “B”

STATEMENT OF OFFER

ITEM/SEGMENT NO.: _____
 DISTRICT: _____
 FEDERAL PROJECT NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

Dear (Seller)

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is:

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any:

The following items were excluded:

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ _____
Improvements	\$ _____
Real Estate Damages	\$ _____
Total	\$ 0.00 _____

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

at _____.

Sincerely,

Type or Print Name
 District Right of Way Manager
 By:

 Delivered By

 Type or Print Name

 Date

 Receipt Acknowledged By

 Type or Print Name

 Date

PURCHASE AGREEMENT

ITEM SEGMENT NO.: _____
 DISTRICT: _____
 FEDERAL PROJECT NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

Seller: _____

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) **Estate Being Purchased:** ☐ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) **Real Property Described As:** _____

(c) **Personal Property:** _____

(d) **Outdoor Advertising Structure(s) Permit Number(s):** _____

Buildings, Structures, Fixtures and Other Improvements Owned By Others: _____

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE**(a) Real Property**

Land	1. \$	_____
Improvements	2. \$	_____
Real Estate Damages (Severance/Cost-to-Cure)	3. \$	_____

Total Real Property 4. \$ **0.00**

(b) **Total Personal Property** 5. \$ _____

(c) Fees and Costs

Attorney Fees	6. \$	_____
Appraiser Fees	7. \$	_____

 _____ Fee(s) 8. \$ _____

Total Fees and Costs 9. \$ **0.00**

(d) **Total Business Damages** 10. \$ _____

(e) **Total of Other Costs** 11. \$ _____

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ **0.00**

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ _____

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ \$ _____

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☐ There is an addendum to this agreement. Page _____ is made a part of this agreement.
- ☐ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)**Buyer**

Signature Date

State of Florida Department of Transportation

Type or Print Name

BY: _____
Signature Date

Signature Date

Type or Print Name and Title

Type or Print Name

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature

Type or Print Name and Title

Legal Review: _____
Date

Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

EXHIBIT A-12

FORM 575-030-33
RIGHT OF WAY
10/17
Page 1 of 2

NOTICE TO BUSINESS OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

Dear ,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility.

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed pamphlet entitled **Business Damages Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The Department recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the Department.
- The acquisition must be a partial acquisition of the property on which your business is located. If the Department acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the Department's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the Department no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the Department. The Department will pay for certain types of services. However, by law there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Your rights and options are more fully explained in the enclosed **Business Damages Process pamphlet**. We encourage you to read the pamphlet carefully. If you have questions about any aspect of our acquisition process, please give us an opportunity to answer them. Regardless of whether or not we reach an agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

Sincerely,

District Right of Way Manager
By:

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Business Damages Process Pamphlet
CC: Records Management

Received by: _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
MANAGING DIST: 05
F.A.P. NO:
STATE ROAD NO:
COUNTY:
PARCEL NO:
ATTENTION:

Dear Business Owner:

Please complete the following information and mail to this office.

1. Name of the business and a brief description of the business operation:

2. Are you the owner of the business operating at this site? _____

If yes, how long have you been in business? _____

3. I have sold all _____ or part _____ of the business.

Approximate Date Sold: _____. The business was sold to:

Name: _____

Address: _____

4. If you share ownership of this business, please list the other owners.

(Use reverse side if necessary)

Name: _____

Address: _____

Telephone No.: _____

5. Please identify the appropriate contact person for your business:

Name and Title: _____

Address: _____

Telephone No.: _____

6. Do you anticipate filing a business damage claim? _____

7. Additional Comments: _____

(Use reverse side if necessary)

Business Owner's Signature Date

Printed Name and Title

EXHIBIT A-13
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPRESENTATIVE AUTHORIZATION

Page 169 of 342 575-030-02
RIGHT OF WAY
2/20

Address of the District or Satellite Office where the completed form will be submitted.

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: _____
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Attention: _____

Dear FDOT Right of Way Manager:

This is to advise you that I hereby authorize _____
of _____

who was hired by me as of _____ to (indicate extent of authorization by marking one or both boxes as applicable):
(date)

☐ Represent me in all future dealings in the above referenced project and parcel(s).

☐ Accept service of process in my behalf concerning any legal proceedings in eminent domain which may ensue.

OWNER(S)/TENANT(S):

Signature _____ Date _____

Signature _____ Date _____

Printed Name _____

Printed Name _____

This is to advise you that I am authorized to represent _____
of _____ in the

capacity(ies) set forth above. I ☐ am ☐ am not a member of the Florida Bar. ☐ I will accept service of process.

NOTE: This document must be notarized if the agent **is not** a member of the Florida Bar but is authorized to accept service of process.

STATE OF FLORIDA

COUNTY OF _____

Representative Signature _____ Date _____

Representative Printed Name _____

Representative Address _____

Phone: _____

Email: _____

The foregoing instrument was acknowledged before me by means of
☐ physical presence or ☐ online notarization, this _____ day
of _____, _____ by
_____ as _____ for
(Name of person) (Type of authority)

(Name of party on behalf of whom instrument was executed)

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

**INSTRUCTIONS FOR COMPLETION OF THE
REPRESENTATIVE AUTHORIZATION (FORM 575-030-02)**

If a property owner or business owner chooses to be represented by an agent during negotiation, including service of legal process, a written authorization, to include the information on this form must be provided by the owner or the owner's agent to the Department prior to the Department's negotiation of the parcel with the authorized representative.

- DATE AND INSIDE ADDRESS:** Space is available for the form preparer to provide the inside address of the district or satellite office where the completed form will be submitted.
- PROJECT/PARCEL IDENTIFICATION:** The following information can be located in the legal documents and/or right of way maps for each project and is required on official Department forms:
- Item/Segment No.
 - Managing District
 - F.A.P. No.
 - State Road No.
 - County
 - Parcel No.
- ATTENTION:** Provide the agent or individual's name responsible for negotiation of the parcel.
- TOP PORTION OF THE FORM:** The form provides space for the following information to be provided by the owner:
- The name of representative and representative's firm name, if applicable.
 - Date representative was hired.
 - Check box for capacity of representation.
 - Owner/Tenant signature and date of authorization.
 - Owner/Tenant's printed or typed name.
- LOWER PORTION OF FORM:** The form provides space for the following information to be provided by the representative:
- Name of property or business owner and firm name, if applicable.
 - Check box indicating whether representative is a member of the Florida Bar.
 - Check box indicating whether representative will accept service of process.
 - Representative's signature and date of acceptance.
 - Representative's address for negotiations and service of process.
 - Representative's telephone number.
- NOTARY SECTION:** If the representative is not a member of the Florida Bar, the notary section must be completed by a notary.

CLOSING STATEMENT

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: _____

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

BUYER: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

SELLER(S):

REAL PROPERTY DESCRIBED AS:

Summary of Seller's Transaction**Credits**

Land	\$	_____
Improvements	\$	_____
Real Estate Damages/Cost-to-Cure	\$	_____
Personal Property	\$	_____
Business Damage	\$	_____
Attorney Fees	\$	_____
Appraiser Fees	\$	_____
Other: _____	\$	_____
Total Credits	\$	0.00

Debits

First Mortgage Payoff	\$	_____
First Mortgage Pre-Payment Penalty	\$	_____
Second Mortgage Payoff	\$	_____
Second Mortgage Pre-Payment Penalty	\$	_____
Attorney Fees	\$	_____
Appraiser Fees	\$	_____
Ad Valorem Taxes: _____	\$	_____
Other: _____	\$	_____
Total Debits	\$	0.00
Credits Less Debits	\$	0.00
Amount Withheld	\$	_____
Amount Due to Seller at Closing	\$	0.00

Warrant No.: _____

Received By: _____
Type or Print Name:

Date of Final Agency Acceptance: _____

Date of Closing.: _____

Closing Agent: _____
Type or Print Name:

SETTLEMENT APPROVAL

MANAGING DISTRICT: _____
 ITEM/SEGMENT NO.: _____
 SUIT STYLE: _____
 F.A.P. NO.: _____
 DOT ATTORNEY: _____
 JUDGE: _____

PARCEL NO.: _____
 LITIGANT NAME/NO.: _____
 DOT SUIT NO.: _____
 COUNTY: _____
 DEFENSE ATTORNEY: _____
 TRIAL DATE: _____
 COURT DOCKET NO.: _____

☐ ADMINISTRATIVE SETTLEMENT
☐ OFFER OF JUDGMENT

☐ COURT ORDERED MEDIATION
☐ NON-COURT ORDERED MEDIATION

☐ LEGAL SETTLEMENT
☐ OTHER SETTLEMENT

SETTLEMENT

Land	\$	_____
Improvements		_____
Severance/Real Estate Damages		_____
Move Costs		_____
Business Damages		_____
Owner/Litigant Attorney Fee		_____
Based on Benefit of	\$	_____
Based on Nonmonetary Benefit of	\$	_____
Owner/Litigant Appraisal Fee		_____
Owner/Litigant Expert Fees		_____
Owner/Litigant Costs (Specify)		_____
Other		_____
TOTAL SETTLEMENT	\$	_____ <u>0.00</u>

SUPPORT DATA

Owner Appraisal	\$	_____	Appraiser	_____
Owner Claim	\$	_____		
DOT Approved Appraisal	\$	_____	Appraiser	_____
Unapproved Appraisal(s)	\$	_____		_____
(if relevant)				
Owner/Tenant Business Damage Claim	\$	_____		_____
DOT Business Damage Counteroffer	\$	_____		

Justification:

SUBMITTED BY:

☐ Right of Way Agent

☐ Trial Attorney

_____ Date

_____ ☐ District Acquisition Administrator

☐ Office of the General Counsel

_____ Date

APPROVED FOR SETTLEMENT:

_____ ☐ District Right of Way Manager

☐ Assistant District Right of Way Manager

_____ Date

ADDITIONAL APPROVALS (as applicable)

☐ **APPROVED FOR SETTLEMENT:**

☐ Director, Office of Right of Way

☐ Deputy Director, Production

_____ Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
 RIGHT OF WAY
 10/16

Name & Address

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: _____

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name , if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST
City, State, and ZIP Code	☐ Sole Owner ☐ Part Owner with _____ % interest ☐ Not Applicable (Vendor Only)

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____ - _____ - _____

For other entities, it is your employer identification number (EIN): _____ - _____

If you do not have a TIN, see attached instructions for How to get a TIN.

Below, choose one number that accurately describes the business or the individual.

- ☐ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
 (A corporation formed under the laws of any state within the United states.)
- ☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- ☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- ☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- ☐ **5 - NONCORPORATE RENTAL AGENT**
- ☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- ☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
 Is income effectively connected with business in the United States? ☐ YES ☐ NO
- ☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ **Date** _____

Title _____ **Email (optional)** _____

Instructions for Names and Taxpayer Identification Numbers

- 1. Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
- 2. Married Couples** should give the name and SSN of either person.
- 3. Custodian Accounts (Guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.
- 4. For a Trust Account that is not a legal or valid trust under state law**, give the name and SSN of the actual owner.
- 5. Limited Liability Company (LLC) - If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
- 6. For a Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
- 7. For a Valid Trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
- 8. For an Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
- 9. For an Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.
- 10. For a Partnership or Multi-Member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

EXHIBIT A-17

Form 575-040-31
Right of Way - 06/09

ITEM/SEGMENT #:
 MANAGING DISTRICT:
 F.A.P. #: 05
 STATE ROAD #:
 COUNTY:
 PARCEL #:
NOTICE OF ELIGIBILITY

Dear

The Florida Department of Transportation is in the process of acquiring real property for the above referenced project in your area. We have determined you will be required to move from your dwelling located on the property being acquired to accommodate construction of this transportation facility.

This notice is to advise you of your eligibility for services and payments under the Relocation Assistance program. As a displaced person, you will receive advisory services and reimbursement for the actual, reasonable, and necessary costs incurred in moving your personal property to a replacement dwelling. You may also qualify for a replacement housing payment to assist your purchasing and/or renting of a replacement dwelling. Other forms detailing specific payment amounts will be provided to you in the near future.

As it is the Department's desire to provide assistance to you through the relocation process, we encourage you to speak with the Department's Relocation Agent assigned to help you. The agent is responsible for explaining the various payments and options available to you and will assist you at your convenience in answering questions, completing required forms and gathering necessary information.

NOTE: This notice is not directing you to immediately vacate the property. Your assigned agent will keep you informed of scheduled timeframes and, if necessary, provide you advance written notice specifying the date the property must be vacated.

If you have any questions contact our Relocation Assistance Office located at:

Sincerely,

District Right of Way Manager
 By:

Receipt Acknowledged: _____
 Addressee

 Date

- (1) Original to Property Owner/Tenant
- (2) Copy to District Office Official Record File

EXHIBIT A-18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY
 REPLACEMENT HOUSING PAYMENT FOR OWNER**

FORM 575-040-06
 RIGHT OF WAY
 04/03

ITEM/SEGMENT #:
 MANAGING DISTRICT:
 F.A.P. #: 05
 STATE ROAD #:
 COUNTY:
 PARCEL #:

This is to certify that being
 displaced from the residence located at ,

- ☐ will not be eligible for replacement housing because
- ☐ will be eligible for a purchase additive amount not to exceed \$ 0.00 in order to purchase a decent, safe, and sanitary dwelling as an owner who elects to purchase. In order to receive the full purchase additive amount, you must purchase a decent, safe, and sanitary dwelling costing at least \$ 0.00

The above amount is based upon the difference between the value of the comparable replacement dwelling offered by the Department (\$ 0.00) and the value of the acquired dwelling on a typical homesite as determined by the Department (\$ 0.00). The value of the acquired dwelling on a typical homesite represents 0 % of the approved appraisal amount for your property, which is \$ 0.00 . If the actual price of the acquired dwelling changes or the displacee purchases a replacement dwelling with a different value, the amount of the purchase additive eligibility may change. This eligibility amount is subject to change if comparable dwellings similar to the property to be acquired are no longer available.

The displacee may also be eligible, when applicable, for compensation of the loss of favorable financing on an existing mortgage in the financing of replacement housing and reimbursement for costs incidental to the purchase of a replacement dwelling. The displacee must purchase and occupy decent, safe and sanitary replacement housing within one year from the later of the date he/she receives this Statement of Eligibility or the date he/she receives payment for the property the Department is acquiring. In condemnation cases, this is the date funds are deposited with the court.

The benefits will not be available until acquisition of the property to be acquired by the Office of Right of Way is complete or, in the case of condemnation, the owner has signed such agreements as are required by the Department of Transportation.

Payments will not be made to persons who purchase a replacement dwelling until they occupy the dwelling and provide a closing statement or other acceptable documentation of the price paid for the replacement unit.

If you are eligible for a replacement housing payment, please see attached Form Number 575-040-05 for location and further information on comparable replacement dwelling(s) offered to you and calculation of replacement housing payment.

Signed: _____

Title:

Dated: _____

Receipt Acknowledged by _____

on the _____ day of _____ , _____

EXHIBIT A-19

FORM 575-040-09
RIGHT OF WAY - 04/03

In reply refer to:

ITEM/SEGMENT #:
 MANAGING DISTRICT:
 F.A.P. #: 05
 STATE ROAD #:
 COUNTY:
 PARCEL #:
 Initiation of Negotiations:
90-DAY LETTER OF ASSURANCE

Dear

As you are aware, the State of Florida Department of Transportation is in the process of acquiring right of way for the above-referenced project in your area. It has been determined that you, your family, your business or farm operation, or personal property you may own will need to be relocated from this real property which is needed for the construction of this transportation facility.

To ensure that you receive adequate time to relocate, the Department hereby assures that you will not be required to move from the subject property before at least ninety (90) days have elapsed from the date of receipt of this letter. This assurance applies to you, your family, your business or farm operation, or personal property you may own. Further, you will be given a written notice which will specify the actual date by which the property must be vacated and surrendered to the Department. You will receive this latter notice at least thirty (30) days prior to the date specified.

If you are a residential occupant and have not been offered a comparable replacement dwelling with this letter, you are further assured that you will not be required to move in less than 90 days from the date such a dwelling is made available to you.

It is the sincere desire of the Department to assist you in your relocation necessitated by this acquisition and to answer any questions you may have. Should you desire further information, our Relocation Assistance Office is located at

Sincerely,

District Right of Way Manager

By:

Receipt Acknowledged: _____
 Addressee

 Date

- (1) Original to Property Owner/Tenant
- (2) Acknowledged Copy to District Office Official Record File

EXHIBIT A-20

FORM 575-040-11
RIGHT OF WAY
04/03

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:
30-DAY NOTICE TO VACATE

Dear

By previous notice you have been advised that the Department would provide you with a written thirty (30) day notice of the specific date by which you must vacate and surrender possession of the subject property.

This is to advise that you will be required to vacate and surrender possession of the above referenced property on

Thank you for your continued cooperation.

Yours very truly,

District Right of Way Manager

By:

Receipt Acknowledged: _____
Addressee Date

- (1) Original to Property Owner/Tenant
- (2) Copy to District Office Official Record File

REPLACEMENT HOUSING
QUESTIONNAIRE/CERTIFICATION

				ITEM/SEGMENT #:	
				MANAGING DISTRICT:	
				F.A.P. #:	
				STATE ROAD #:	
				COUNTY:	
				PARCEL #:	
DISPLACEE: ADDRESS:				COMPARABLE NO.:	
NUMBER BEING RELOCATED TO THIS UNIT:			DISPLACEE'S INCOME:		
ADDRESS OF PROPERTY:			LISTED BY:		
OWNER'S NAME & ADDRESS:		☐ SINGLE ☐ MULTI	☐ M/H ☐ OTHER	ADVERSE ENVIRONMENTAL FACTORS?	
ASKING PRICE:	RENTAL: MO.	% DOWN TO PURCHASE:		LOT SIZE:	☐ GARAGE ☐ CARPORT CAR(S)
TYPE OF NEIGHBORHOOD:		DISTANCE TO EMPLOYMENT:		DISTANCE TO TRANSPORTATION:	
DISTANCE TO SHOPPING:		DISTANCE TO SCHOOL ELEMENTARY: JR. HIGH: SR. HIGH:			
DISTANCE TO CHURCH OF CHOICE:		FAIR HOUSING ☐ YES ☐ NO		EXTERIOR APPURTENANCES:	
TOTAL FLOOR SPACE: SQ. FT.		Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, connecting corridors, pantries, if heated and considered part of the main body of the house.			
TYPE OF CONSTRUCTION: ☐ BRICK ☐ FRAME ☐ CONCRETE BLOCK ☐ OTHER		AGE:	# BEDROOMS:	# BATHS:	# TOTAL ROOMS:
HOUSING CODE: -IS PROPERTY COVERED BY A LOCAL HOUSING CODE?..... ☐ YES ☐ NO -DOES PROPERTY CONFORM TO CODE?..... ☐ YES ☐ NO EXCEPTION LIST ATTACHED					
ELECTRICITY: -IS THERE A PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? ☐ YES ☐ NO					
HEATING AND AIR CONDITIONING: -IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE? GIVE TYPE: ☐ YES ☐ NO -IS INSPECTION BY A HEATING EXPERT NEEDED? ☐ YES ☐ NO -IS THERE AN AIR CONDITIONING SYSTEM? ☐ YES ☐ NO GIVE TYPE: _____ # OF UNITS: _____					
WATER SUPPLY: -IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER? GIVE SOURCE: _____ ☐ YES ☐ NO -IF WELL OR CISTERN, WHEN WAS IT LAST TESTED? _____ RESULTS: _____					
KITCHEN: -DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? ☐ YES ☐ NO -DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? ☐ YES ☐ NO					
BATHROOM: -IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? ☐ YES ☐ NO -DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH CLOSET, AND BATHTUB OR STALL SHOWER? ☐ YES ☐ NO -ARE FACILITIES CONNECTED TO: ☐ SEWER ☐ SEPTIC TANK? ☐ YES ☐ NO					
STRUCTURE: -IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? ☐ YES ☐ NO -IS STRUCTURE ADEQUATELY MAINTAINED? ☐ YES ☐ NO -IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? ☐ YES ☐ NO -IS STRUCTURE THREE OR MORE STORIES HIGH? ☐ YES ☐ NO IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL ☐ YES ☐ NO -DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS?..... ☐ YES ☐ NO REMARKS:					
I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET ALL DECENT, SAFE AND SANITARY REQUIREMENTS. ☐ YES ☐ NO ANY DETERMINATION MADE BY THE DEPARTMENT THAT A DWELLING MEETS STANDARDS FOR DECENT, SAFE AND SANITARY HOUSING IS MADE SOLELY FOR THE PURPOSES OF DETERMINING ELIGIBILITY FOR REPLACEMENT HOUSING PAYMENTS AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.					
INFORMATION OBTAINED FROM:		AGENT'S SIGNATURE:			DATE:
I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF _____ AGENT'S SIGNATURE _____					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPLACEMENT HOUSING PAYMENT DETERMINATION
THREE COMPARABLES METHOD

575-040-05
 RIGHT OF WAY
 10/14
 Page 1 of 2

OCCUPANT & ADDRESS:	ITEM/SEGMENT NO.:
	MANAGING DISTRICT:
	F.A.P. NO.:
	STATE ROAD NO.:
	COUNTY:
	PARCEL #:

DETERMINATION OF REPLACEMENT VALUE IS BASED ON THE FOLLOWING COMPARABLES WHICH ARE DECENT, SAFE AND SANITARY, FUNCTIONALLY EQUIVALENT AND SUBSTANTIALLY THE SAME AS THE ACQUIRED DWELLING, FAIR HOUSING (OPEN TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN), REASONABLY ACCESSIBLE TO PUBLIC SERVICES AND THE DISPLACEE'S PLACE OF EMPLOYMENT, IN AN EQUAL OR BETTER NEIGHBORHOOD WHICH IS NOT SUBJECT TO UNREASONABLY ADVERSE ENVIRONMENTAL FACTORS, AND IS CURRENTLY AVAILABLE ON THE OPEN MARKET WITHIN THE FINANCIAL MEANS OF THE DISPLACEE. (SEE ATTACHED COPIES OF FORM 575-040-13 "REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION," FOR EACH COMPARABLE LISTED BELOW.) IF NEEDED, THE DEPARTMENT WILL PROVIDE TRANSPORTATION TO DISPLACEE TO INSPECT THE REPLACEMENT DWELLINGS BEING OFFERED.

COMPARABLE NO. 1:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 2:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 3:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

A. TENURE:

SUBJECT PROPERTY: ☐ OWNER ☐ TENANT
 REPLACEMENT PROPERTY: ☐ OWNER ☐ TENANT ☐ RETENTION
 ELIGIBILITY BASED UPON: ☐ 90 DAYS ☐ 90 DAYS
☐ LESS THAN 90-DAY OCCUPANT

B. SUBJECT PROPERTY VALUATION:

☐ APPRAISAL \$
☐ PARTIAL TAKING..... \$
☐ HIGHEST AND BEST USE \$
☐ ECONOMIC RENT (MONTHLY) INCLUDING UTILITIES \$
☐ ACTUAL RENT (MONTHLY) INCLUDING UTILITIES \$
 TOTAL MONTHLY INCOME x 30% (\$ x 30%) \$
 BASE MONTHLY RENTAL \$

C. COMPARABLE VALUE ANALYSIS: PURCHASE ADDITIVE

BASED UPON CURRENT SELLING PRICE OF:

COMPARABLE NO. 1 \$
 COMPARABLE NO. 2 \$
 COMPARABLE NO. 3 \$

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1)..... \$
 LESS: SUBJECT PROPERTY VALUATION..... \$
 EQUALS: AMOUNT OF PURCHASE ADDITIVE PAYMENT \$

D. COMPARABLE VALUE ANALYSIS: RENTAL ASSISTANCE

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:

COMPARABLE NO. 1 \$
 COMPARABLE NO. 2 \$
 COMPARABLE NO. 3 \$

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1)..... \$
 LESS: SUBJECT PROPERTY BASE MONTHLY RENTAL..... \$
 EQUALS: RENT DIFFERENTIAL \$
 EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT \$ X 42

E. DOWN PAYMENT COMPUTATION:

VALUE OF REPLACEMENT DWELLING \$
 DOWN PAYMENT REQUIRED: _____ %
 AMOUNT OF PAYMENT \$
 (MORTGAGE AMOUNT _____; INTEREST RATE _____ %; # months _____)

I UNDERSTAND THAT THIS DETERMINATION OF A REPLACEMENT HOUSING PAYMENT IS TO BE USED IN CONNECTION WITH A DEPARTMENT TRANSPORTATION PROJECT AND I CERTIFY THAT I HAVE NO DIRECT OR INDIRECT, PRESENT OR CONTEMPLATED FUTURE PERSONAL INTEREST IN THIS PROPERTY OR IN ANY BENEFIT FROM THE ACQUISITION OF THIS PROPERTY.

	SIGNATURE	TITLE	DATE
SUBMITTED:	_____	_____	_____
REVIEWED:	_____	_____	_____
APPROVED:	_____	_____	_____

REMARKS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MOVING EXPENSE CALCULATION AND PAYMENT DETERMINATION

575-040-20
RIGHT OF WAY
OGC – 08/15

☐ BUSINESS ☐ FARM ☐ INDIVIDUAL OR FAMILY ☐ PERSONAL PROPERTY ONLY		ITEM/SEGMENT #: _____ MANAGING DISTRICT: _____ F.A.P. #: _____ STATE ROAD #: _____ COUNTY: _____ PARCEL #: _____	
CURRENT ADDRESS: _____			
NEW LOCATION ADDRESS: _____		DISTANCE OF MOVE: _____	
DESCRIPTION OF MERCHANDISE AND/OR SERVICE RENDERED: _____			
A. COMMERCIAL MOVE/SELF MOVE/MOVING RELATED EXPENSES: RECEIPTED BILLS/INVOICES..... TOTAL AMOUNT \$ _____			
B. SCHEDULE AMOUNT: 1. FURNISHED: 1 ROOM @\$750 2 ROOMS @\$900 3 ROOMS @\$1075 4 ROOMS @\$1250 5 ROOMS @\$1400 6 ROOMS @\$1550 7 ROOMS @\$1600 8 ROOMS @\$1850 PLUS NUMBER ADD'L ROOMS _____ X \$300 = \$ _____ 2. UNRNISHED: 1 ROOM @\$500 PLUS NUMBER ADD'L ROOMS _____ X \$150 = \$ _____ 3. COMBINATION: BEGIN WITH UNFURNISHED USING ABOVE APPROPRIATE AMOUNTS = \$ _____ PLUS NUMBER FURNISHED ROOMS _____ X \$150 = \$ _____			
C. ESTIMATE BY: ☐ COMMERCIAL MOVER OR ☐ DOT: MAN HOURS _____ X RATE PER MAN HOURS \$ _____ = \$ _____ TYPE OF VEHICLE _____ # OF HRS. _____ X RATE PER VEHICULAR HR. \$ _____ = \$ _____ C W T _____ @ \$ _____ = \$ _____ SUBCONTRACTED SERVICES: _____ = \$ _____ _____ = \$ _____ _____ = \$ _____			
D. DIR LOSS/SUB PROP/BULK-LOW VAL: 1. REPLACEMENT COST OF PERSONAL PROPERTY = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE = \$ _____ (BUSINESS DISCONTINUED): 1. DEPRECIATED VALUE OF PROPERTY IN PLACE = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE = \$ _____			
E. ADVERTISING SIGNS: 1. ESTIMATED COST TO MOVE (FROM SECTION "C" ABOVE) = \$ _____ 2. DEPRECIATED REPRODUCTION COST, LESS SALE PROCEEDS, IF APPLICABLE = \$ _____ ALLOWANCE IF SIGN IS NOT MOVED = \$ _____			
F. FIX PAYMENT IN LIEU OF MOVE COST (\$40,000 LIMIT) NET EARNINGS FOR 2 YEARS PRECEDING TAXABLE YEAR BUSINESS IS RELOCATED: _____ \$ _____ _____ \$ _____ TOTAL \$ _____ AVERAGE \$ _____		LESS THAN 2 YEARS OPERATION (WITHIN 2 TAXABLE YEARS PERIOD): NET EARNINGS: \$ _____ DIVIDED BY MONTHS _____ EQUALS \$ _____ X 12 EQUALS TOTAL \$ _____	
G. SEARCH EXPENSES (\$2,500 LIMIT) 1. TRANSPORTATION AND MEALS = \$ _____ 2. LODGING AWAY FROM HOME = \$ _____ 3. TIME SPENT SEARCHING (REASONABLE SALARY) = \$ _____ 4. FEES PAID TO REAL ESTATE AGENT/BROKER = \$ _____			
H. REESTABLISHMENT EXPENSES (\$25,000 LIMIT) 1. REPAIRS, MODIFICATION = \$ _____ 2. UTILITIES = \$ _____ 3. INCREASED OPERATING COSTS = \$ _____ 4. OTHER = \$ _____			
STORAGE CHARGES \$ _____ TOTAL AMOUNT OF MOVE CLAIM \$ _____ THE UNDERSIGNED CERTIFY THAT MOVING COSTS INCLUDE: DISMANTLING, DISCONNECTING, CRATING, LOADING, TRANSPORTING, UNLOADING, RECONNECTING, AND REINSTALLING OF PERSONAL PROPERTY, INCLUDING SERVICE CHARGES IN CONNECTION THEREWITH, IF APPLICABLE, EXCLUSIVE OF THE COST OF ANY ADDITIONS, IMPROVEMENTS, ALTERATIONS OR OTHER PHYSICAL CHANGES IN OR TO ANY STRUCTURE AT THE NEW LOCATION. RELOCATEE SIGNATURE REQUIRED FOR FDOT ESTIMATE _____			
SUBMITTED BY: _____			
APPROVED BY: _____ SIGNATURE TITLE DATE			

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

Displacee Address: _____
 Make Warrant Payable to: _____

ITEM/SEGMENT #: _____
 MANAGING DISTRICT: _____
 F.A.P. #: _____
 STATE ROAD #: _____
 COUNTY: _____
 PARCEL: _____

Warrant Amount: _____

The undersigned, herein referred to as Claimant regardless of number, hereby makes application for replacement housing payment authorized by the Department of Transportation, State of Florida, County of _____, to wit in support of said application claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon Department request can provide documentation verifying legal residency.
2. That claimant ☐ owned and occupied ☐ rented and occupied the above referred to property for not less than ☐ 90 days prior to the initiation of negotiations by the State of Florida Department of Transportation for the acquisition of said property.
3. That claimant was required to move from the aforesaid property on _____, and purchased or rented a replacement dwelling on _____. The replacement dwelling located at _____ was occupied on _____.
4. That claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.
5. That the total number of persons, including claimant, displaced by the acquisition of the former dwelling by the State of Florida, Department of Transportation is _____.
6. Claimant requests that the payment in the amount of _____, applied for herein be made to (check one)
☐ claimant ☐ other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

7. That claimant will permit representatives of the State of Florida Department of Transportation to inspect the replacement dwelling at reasonable times.
8. Claimant agrees the amount of any settlement or final judgment rendered in claimant's behalf in any condemnation proceeding shall be reduced so ____%¹ of the final settlement or judgment amount for your property plus the replacement housing payment (RHP) herein claimed does not exceed \$ _____.² Claimant hereby understands and agrees the amount reduced from any settlement or final judgment cannot be more than the total amount of the RHP claimed.
9. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by the Department at its office located at:

 D.O.T. AGENT

 Claimant Signature

STATE OF FLORIDA

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, _____, by _____.

 Signature of Notary Public – State of Florida

☐ Personally Known OR ☐ Produced Identification:

 (Type of Identification Produced)

 Print, Type, or Stamp Commissioned Name of Notary Public

¹ (Enter the percentage of the total appraised amount equal to the computed carve-out. If there is no carve-out, enter 100%.)

² (Enter the lesser of the cost of the number one comparable identified in the original Replacement Housing Payment Determination/Three Comp Method or the replacement dwelling selected.)

ITEM/SEGMENT NO.:
MANAGING DISTRICT:
F.A.P. NO.:
STATE ROAD NO.:
COUNTY:
PARCEL #:

CLAIM TYPE APPLIED FOR:	AMOUNT APPLIED FOR:
☐ COMMERCIAL MOVE	\$ _____
☐ MOVING RELATED EXPENSES	\$ _____
☐ SCHEDULE MOVE COSTS	\$ _____
☐ SELF MOVE	\$ _____
☐ DIR LOSS/SUB PROP/BULK-LOW VAL	\$ _____
☐ SEARCH EXPENSES	\$ _____
☐ FIX PAYMENT IN LIEU OF MOVE CST	\$ _____
☐ REESTABLISHMENT EXPENSES	\$ _____
☐ MOVE COST ESTIMATES	\$ _____
TOTAL AMOUNT CLAIMED	\$ _____
TOTAL AMOUNT ALLOWED	\$ _____
DIFFERENCE	\$ _____

PARCEL VACATE DATE _____ Relocation services complete with this claim? ☐ YES ☐ NO	Subject Address: _____ _____
ADVANCED PAYMENT? ☐ YES ☐ NO	
SUIT STYLE: _____ DOT File # _____	Replacement Address: _____ _____
LEASE/STORAGE FROM _____ TO _____	

MAKE CHECK PAYABLE TO

- A. CLAIMANT CERTIFIES THAT HE/SHE IS A LEGAL RESIDENT OF THE UNITED STATES, AND UPON DEPARTMENTAL REQUEST CAN PROVIDE DOCUMENTATION VERIFYING LEGAL RESIDENCY.
- B. THE ABOVE INFORMATION AND ALL OTHER INFORMATION SUBMITTED HERewith IS TRUE AND CORRECT AND ACCURATELY REFLECT MOVING SERVICES ACTUALLY PERFORMED;
- C. THAT NO REIMBURSEMENT OR COMPENSATION HAS BEEN RECEIVED FOR THE AMOUNT OF THIS CLAIM OR ANY PART THEREOF; AND NONE IS CLAIMED OTHER THAN THE CLAIM HEREIN; AND
- D. IF AN IN LIEU OF CLAIM IS SELECTED, THE CLAIMANT HAS NOT, NOR DOES HE/SHE INTEND TO AMEND OR REVISE THE INCOME TAX RETURNS SUBMITTED HERewith; AND FURTHER CERTIFIES THAT THE CLAIMANT HAS NOT RECEIVED NOTICE OR OTHER INDICATION THAT SAID RETURNS ARE OR MAY BE INCORRECT.
- E. IF ADVANCE PAYMENT IS MADE PRIOR TO THE MOVE, THE CLAIMANT WILL COMPLY WITH FDOT RIGHT OF WAY RELOCATION PROCEDURE 575-000-000, SECTION 9.3, PAYMENT FOR MOVING AND RELATED EXPENSES, IN THE MOVING OF PERSONALTY FROM THE ACQUIRED PROPERTY. I FURTHER CERTIFY THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR ITEMS LISTED ON THIS CLAIM.
- F. THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR REIMBURSEMENT FOR ITEMS, OR PARTS OF ITEMS, AS THEY ARE LISTED IN THIS CLAIM;
- G. CLAIMANT HAS BEEN ADVISED THEIR CLAIM WILL BE REVIEWED FOR APPROVAL OF PAYMENT WITHIN 10 WORKING DAYS OF RECEIPT BY THE DEPARTMENT AT ITS OFFICE LOCATED AT:

CLAIMANT NAME _____
CLAIMANT SIGNATURE _____ DATE _____
ADDRESS _____

I HEREBY CERTIFY:

☐ THE PERSONAL PROPERTY HAS BEEN REMOVED, OR WORK HAS BEEN COMPLETED, AS STATED.

☐ THE CLAIMANT IS ELIGIBLE FOR RELOCATION MOVING EXPENSES CLAIMED.

SUBMITTED _____ DATE _____

D.O.T. AGENT SIGNATURE _____

REVIEWED: _____

SIGNATURE TITLE DATE

APPROVED: _____

SIGNATURE TITLE DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIRECT PAYMENT AGREEMENT

575-040-22
RIGHT OF WAY
05/03

ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL #: _____

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____ , _____
BY AND BETWEEN (DISPLACEE) _____, LOCATED AT _____, AND
(MOVER/VENDOR) _____, WHOSE
ADDRESS IS _____,
AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

PRIOR TO, OR UPON SUBMISSION OF, AN ITEMIZED BILL FROM THE MOVER/VENDOR FOR SERVICES
RENDERED (PLEASE SPECIFY): _____

THE DISPLACEE WILL EXECUTE A CLAIM PREPARED BY THE DEPARTMENT. THE DEPARTMENT WILL
PROCESS THE CLAIM AND A STATE WARRANT WILL BE ISSUED IN THE NAME OF THE MOVER/VENDOR,
USUALLY WITHIN FOUR (4) TO SIX (6) WEEKS FROM EXECUTION OF THE CLAIM BY THE DISPLACEE.
PAYMENT WILL BE MADE AFTER WORK IS COMPLETED TO THE SATISFACTION OF THE DISPLACEE AND THE
DEPARTMENT.

DISPLACEE'S SIGNATURE

MOVER/VENDOR'S SIGNATURE

APPROVED BY:

SIGNATURE/TITLE, FDOT

EXHIBIT C**TITLE VI ASSURANCES**

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

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "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 contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, 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 contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) 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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and 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*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, 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 sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor 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 protect the interests of the United States.

(7.) 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 Department of Transportation 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).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$5,059,283.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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>.

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 2 FOR THE WEST OAK STREET INTERSECTION IMPROVEMENTS PROJECT– FPN 434916-1-48-01

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

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the West Oak Street Intersection Improvements Project,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement #2 for the aforementioned project, FPN 434916-1-48-01.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee that Mike Steigerwald, City Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement #2 for the aforementioned project, FPN 434916-1-48-01

DONE AND RESOLVED this _____ day of _____, 2021.

This Resolution shall take effect immediately upon its passage.

Dated this _____ day of _____, 2021.

ATTEST:

Mayor-Commissioner

City Clerk



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JIM BOXOLD
SECRETARY

January 4, 2017

Jose del Rio
Civil Engineer
Public Works and Engineering
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741

SUBJECT: LOCAL AGENCY PROGRAM (LAP) AGREEMENT
FPN: 434916-1-48-01
Contract No.: G0I40
Project: RW Acquisition for West Oak Street Intersection Improvements at John Young Parkway

Dear Mr. del Rio:

Two (2) fully executed LAP Agreements are enclosed, and funds in the amount of \$1,679,133.00 have been encumbered for this project.

This letter will serve as the Department's Notice-to-Proceed effective January 4, 2017 to the City of Kissimmee with the Right-of-Way Acquisition for West Oak Street Intersection Improvements at John Young Parkway.

If you have any questions, please call Allison Godwin at 386/943-5458.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa L. Buscher", is written over the word "Sincerely,".

Lisa L. Buscher
District Local Government Program Administrator

Enclosures

Cc: Financial Services
Dana Wainwright

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PROGRAM MANAGEMENT
 OGC-08/15
 Page 1 of 15

FPN: <u>434916-1-48-01</u>	Fund: <u>SU/LF</u>	FLAIR Approp: <u>088777</u>
Federal No: <u>D517-008-B</u>	Org Code: <u>55053010541</u>	FLAIR Obj: <u>780000</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>92</u>	Contract No: <u>G0I48</u>	Vendor No: <u>F596000348006</u>
FDOT Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-048-1952</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 4th day of January, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Kissimmee, 101 N Church Street, Kissimmee, Florida 34741-5013 ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. 35-2016 dated the 15th day of November, 2016, a copy of which is attached as Exhibit "F" 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 339.12, 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 Right of Way Acquisition Services for West Oak Street Intersection Improvements at John Young Parkway, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in 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. **Term of Agreement:** The Agency agrees to complete the Project on or before April 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph 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 after the expiration date of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - A. The total cost of the Project is \$ 2,079,133.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
 - B. The Department agrees to participate in the Project cost up to the maximum amount of \$1,679,133.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
 - C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. 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".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. 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 Disbursement Handbook for Employees and Managers.
- F. 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 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 five 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 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, 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 Agencies 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 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 documents and 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. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. 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 which it has with the Agency owing such amount if, upon 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.
- K. 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.
- L. 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, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these 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.
- M. 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

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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."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, 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 arrangements which have not been approved in writing by the Department.

7. 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of 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 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.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. 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** OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's **audit reporting package, including corrective action plans** and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 Agency's **records including**

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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

- 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, the CFO 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, the CFO, 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.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A.** If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B.** If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C.** If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E.** Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

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the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. 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 engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, 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 DBE's 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 DBE's 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.

12. Compliance with Conditions and Laws: 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. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

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Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. 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.
- D. 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.
- E. 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.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its 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 and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its 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 consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to 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 combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. 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 Agency 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 Agreement. Policies that include Self Insured Retention 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. 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.
- D. 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.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. 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 in order 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. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

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continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and 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.
- O. 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.
- P. The Parties agree 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.
- Q. If the Project is procured pursuant to Chapter 255 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.
- R. Exhibits
 - i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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

AGENCY CITY OF KISSIMMEE

By:

Name:
Title:

Attest:

Title:

CITY MANAGER

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Legal Review:

[Signature]

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 434916-1-48-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Kissimmee, 101 N Church Street, Kissimmee, Florida 34741-5013

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .520 miles; Milepost 1.01 to Milepost 1.53

PROJECT DESCRIPTION: The project involves Right of Way services by the City of Kissimmee in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support of 6 parcel owners within the project limits. The additional Right of Way will accommodate the construction of new roadway lanes, drainage modifications, bike lane, and sidewalk. Project limits extend along Oak Street approximately 1375-ft west and east of the intersection with John Young Parkway for a total approximate length of 2750-ft.

The Agency shall at all times supply any necessary legal assistance related to the acquisition of property pursuant to this Agreement. This includes the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate the City of Kissimmee as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

All costs and expenses associated with activities undertaken pursuant to this Agreement shall be borne directly by the Agency with the funding provided under the terms of the Agreement.

The Agency retains ultimate settlement authority over any acquisition.

The Agency will make available to the Department any and all documents, records, correspondence, notes, e-mails, and papers associated with the acquisition of each parcel. The Agency shall complete a 'Local Agency Program Right of Way Acquisition Worksheet' (attachment Exhibit 'A-1') for each parcel on the project using the attached forms as referenced within Exhibit 'A-1'. The other four worksheets listed below in the 'SPECIAL CONSIDERATIONS BY DEPARTMENT' section are to be completed for each parcel to be acquired (as applicable), hereunder, with all relevant documentation to support the information provided on the worksheet.

Right of Way Acquisition and Relocation brochures can be printed from <http://www.fdot.gov/rightofway/Documents.shtm> as necessary. The Agency will provide all expert support necessary for the entire acquisition process.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

Invoices shall be submitted on a quarterly basis and progress reports will be submitted upon request to:

Dana Wainwright, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 1-541
DeLand, Florida 32720

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by 1/02/17.
- d) Right-of-Way to be certified by 12/31/2018.
- e) Construction contract to be let by N/A.
- f) Construction to be completed by N/A.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Right of Way contract must be competitively procured, using one of the competitive procurement processes outlined in Section 287.057, F.S., for contractual services, and must include the federal terms and conditions.

When real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly depict the right of way (R/W) to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of R/W related maps and is a depiction of the R/W survey fieldwork performed for a specific transportation project.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Kissimmee, 101 N Church Street, Kissimmee, Florida 34741-5013	FPN: 434916-1-48-01
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: 2016-2017 FY: FY:	<u>\$2,079,133.00</u> _____ _____	<u>\$400,000.00</u> _____ _____	_____ _____ _____	<u>\$1,679,133.00</u> _____ _____
Total Right-of-Way Cost	\$2,079,133.00	\$400,000.00		\$1,679,133.00
Construction-58 FY: FY: FY: FY:	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost				
Operations – 88 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$2,079,133.00	\$400,000.00		\$1,679,133.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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TITLE VI ASSURANCES

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

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "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 contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, 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 contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and 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*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, 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 sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor 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 protect the interests of the United States.

(7.) 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 Department of Transportation 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).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 35-2016

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE CITY MANAGER IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE WEST OAK STREET INTERSECTION IMPROVEMENT'S RIGHT OF WAY ACQUISITION AT JOHN YOUNG PARKWAY PROJECT, FPN 434916-1-48-01.

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

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the West Oak Street Intersection improvement's Right of Way Acquisition at John Young Parkway Project and,

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 434916-1-48-01.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee that Mike Steigerwald, City Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FM 434916-1-48-01.

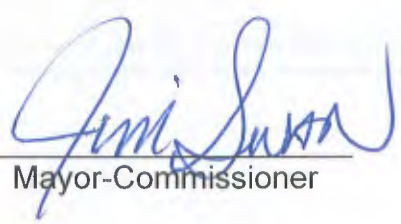
DONE AND RESOLVED this 15th day of November, 2016.

This Resolution shall take effect immediately upon its passage.

Dated this 15th day of November, 2016.

ATTEST:


Rinda S. Herschel
City Clerk


Mayor-Commissioner

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LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PROGRAM MANAGEMENT
 1/15
 Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
 CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
 CFDA Program Site: <https://www.cfda.gov/>
 Award Amount: \$1,679,133.00
 Awarding Agency: Florida Department of Transportation
 Award is for R&D: No
 Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

EXHIBIT A-1

Local Agency Program Right of Way Acquisition Worksheet

Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____

Project Description: _____

FDOT Item/Segment No.: _____ FAP No.: _____ Owner: _____ IN Date: _____

QA Review by: _____ QA Review Date: _____

I. Property Owner Notification	Yes	No	N/A	Comments
1. Was Notice to Owner (FDOT Form No. 575-030-031(32) or equivalent) delivered at or before Negotiations? <i>Date Delivered:</i> _____				
2. Was the Notice sent to the owner's last known address listed on the county ad valorem tax roll?				
3. Was the Notice personally delivered or sent certified mail, return receipt requested?				
4. Was ownership in the form of a representative capacity, i.e., corporation, partnership or trust?				
5. If answer to #4 is yes, was Public Disclosure Notice (FDOT Form No. 575-030-18 or equivalent), delivered to the owner?				
II. Offer(s)	Yes	No	N/A	Comments
1. Was Offer (FDOT Form No. 575-030-08 or equivalent) and Purchase Agreement (FDOT Form No. 575-030-07 or equivalent) delivered directly to the Property Owner?				
2. Did we obtain a written acknowledgement of the Property Owner's receipt of the Offer? <i>If property owner refused to sign, note in comment section.</i>				
3. Was the offer amount based on recommended compensation?				
4. Was use of Appraisal Waiver properly executed?				
5. If an uneconomic remnant was identified by the review appraiser, was an offer to purchase the uneconomic remnant made?				
III. Business Owner Notification	Yes	No	N/A	Comments
1. Are there any businesses located on this parcel?				
2. If answer to #1 is yes, was Notice to Business Owner (FDOT Form No. 575-030-033(34) or equivalent) delivered at or after I.N.? <i>Date Delivered:</i> _____				
3. Based on the Secretary of State, Division of Corporations, was the registered agent notified?				
4. Was the business eligible for business damages?				
5. Was a business damage claim paid?				
IV. Good Faith Negotiations	Yes	No	N/A	Comments
1. Were good faith negotiations carried out with representative after Representative Authorization (FDOT Form No. 575-030-02 or equivalent) was received? <i>If property owner was not represented, write "N/A" in the comment section.</i>				
2. Did property owner request copies of appraisal, maps or plans?				
3. If answer to #2 is yes, were copies provided within 15 days of owner's request?				
4. Were good faith negotiations conducted with current appraisal values?				
5. If real property was donated, was the owner informed of his/her right to have an appraisal performed and a right to compensation?				

EXHIBIT A-1

6. Did the Agency provide any construction or regulatory elements in lieu of compensation that exceeded the value of the real estate?				
V. Suit	Yes	No	N/A	Comments
1. Did 30 days pass after offer was made before suit was filed?				
2. If applicable, was notice to business owner delivered prior to filing of suit?				
3. Was the Public Disclosure Affidavit returned within 48 hours after OT deposit was made for ownerships in the form of a representative capacity such as a corporation, partnership or trust?				
VI. Agreement	Yes	No	N/A	Comments
1. Was an Agreement reached?				
2. Was Agreement inclusive of Fees & Costs?				
3. Was Agreement reviewed by Legal?				
4. Was Final Agency Acceptance granted at least 30 days after agreement was signed by both parties? <i>FAA Date</i>				
VII. Closing	Yes	No	N/A	Comments
1. Was Closing Statement (FDOT Form No. 575-030-16 or equivalent) prepared? <i>Date of Closing</i>				
2. Did the closing take place within 60 days after Final Agency Acceptance?				
3. Were documents accurate and properly executed?				
4. Were all closing documents recorded no later than 48 hours after closing?				
5. Was the Public Disclosure Affidavit returned at least 10 days prior to closing for ownerships in the form of a representative capacity, such as a corporation, partnership or trust?				
VIII. Settlements	Yes	No	N/A	Comments
1. Was Settlement Approval (FDOT Form No. 575-030-24 or equivalent) approved by the proper authority?				
2. Was the settlement a justifiable expenditure based on settlement criteria?				
IX. Fees and Costs	Yes	No	N/A	Comments
1. Were fees and costs based on an invoice or statutory formula? <i>Method Used:</i>				
2. Were fees and costs identified on the Purchase Agreement/Supplemental Agreement?				
X. 1099S	Yes	No	N/A	Comments
1. Was Request for Taxpayer ID (FDOT Form No. 575-030-27 or equivalent) delivered to non-excluded property owners? (Excluded = de minimis transactions and exempt transferors)				
2. Was Form 1099S delivered to the property owner at closing or before December 31 of the calendar year in which the closing was held? <i>1099S Delivery Date:</i>				
XI. LAP Certification	Yes	No	N/A	Comments
1. Was the Right of Way Certification (FDOT Form No. 575-095-05 or equivalent) executed, accurate, and submitted to the Right of Way Office prior to letting? <i>Date Certified</i>				
Additional Comments:				

EXHIBIT A-2

Local Agency Program Appraisal and Appraisal Review Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Appraiser: _____
 Project Description: _____
 Reviewer: _____ FDOT Item/Segment No.: _____ FAP No.: _____
 QA Review By: _____ QA Review Date: _____

Note: This worksheet does not include all items for a technical review.

I. Appraisal Report – Before Value	Yes	No	N/A	Comments
1. Was the property owner given the opportunity to accompany the appraiser at the time of inspection?				
2. Did the appraiser correctly address zoning and land use issues, including the probability of rezoning?				
3. Are the highest and best conclusions for land and as improved reasonable?				
4. Did the appraiser correctly employ the approaches to value?				
5. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
6. Did the appraiser correctly address any F F & E or M & E items?				
8. Did the appraiser reasonably support the conclusions for land value and the property as improved?				
II. Part Taken	Yes	No	N/A	Comments
Did the appraiser correctly determine the contributory value of the improvements within the acquisition (as part of the whole)?				
III. Valuation of the Remainder (s)	Yes	No	N/A	Comments
1. Are the highest and best use conclusions for land and as improved credible?				
2. Did the appraiser correctly employ the approaches to value?				
3. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
4. Did the appraiser determine conclusions of value for both the uncured and cured remainder?				
5. Did the appraiser correctly address any F F & E or M & E items, including any damages?				
6. Did the appraiser explain and consider the effect of the acquisition on the remainder property?				

EXHIBIT A-2

[illegible]

EXHIBIT A-3

Local Agency Program Right of Way Personal Property or Sign Relocation Worksheet

Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
 _____-day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
 QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date: _____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Hazardous Waste Notice (Form 575-040-08) delivered? Date: _____				
5. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
6. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires: _____				
II. MOVE COST REIMBURSEMENT	Yes	No	N/A	Comments
1. Commercial Move?				
2. Two estimates required? If Yes, the amount of each. 1. \$ _____ 2. \$ _____				
3. Lowest estimate paid? Amount Paid: \$ _____				
4. Self-Documented Move?				
5. Self-Documented Move supported by bills or receipts in file? If Yes, amount paid \$ _____				
6. Self-Move?				
7. Pre-Move Inventory Conducted? Date: _____				
8. Post-Move Inventory Conducted? Date: _____				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file and approved by proper Authority?				
III. Direct Loss Payment	Yes	No	N/A	Comments
1. Tangible Personal Property Relocated?				
2. Proof of Attempt to Sale Personal Property documented in file?				

EXHIBIT A-3

3. Item Replaced with Substitute Property. If No, go to # 9.				
4. Cost of Substitute Property Item: \$ _____				
5. Less value of Sale/trade-in of item: (\$ _____)				
6. Total: \$ _____				
7. Estimated cost of moving item: \$ _____				
8. Amount of Payment (lowest of 6 & 7) \$ _____				
9. Documentation of Item Operation Discontinued or Personalty will not be replaced at Replacement Site in file?				
10. Fair Market Value of Item in file? \$ _____				
11. Less Proceeds from sale (\$ _____)				
12. Total \$ _____				
13. Estimate cost of moving item. \$ _____				
14. Amount of payment (lowest of 12 & 13) \$ _____				

Comments:

IV. On-Premise Sign	Yes	No	N/A	Comments
1. Was sign relocated?				
2. Documentation of Proof of attempt to sell sign in file?				
3. Sign in Conflict with Local Governing Regulations?				
4. Re-establishment Expenses paid? If Yes, Amount \$ _____				
5. Depreciated Reprod. Cost(Documented) \$ _____				
6. Less Proceeds from Sale of Sign (\$ _____)				
7. Total \$ _____				
8. Estimated Cost of Moving Sign? \$ _____				
9. Amount of Payment (lowest of 6 & 8) \$ _____				
10. Calculated, reviewed and approved by proper authority?				

V. CLAIMS, PAYMENTS & WARRANT DELIVERY	Yes	No	N/A	Comments
1. Advanced Payment Documented in File?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in File? Amount Paid: \$ _____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				

EXHIBIT A-3

5. Warrant delivered by proper individual? Delivered by: _____				
6. Application and Claim for reimbursement of Moving Cost (FDOT Form 575-040-23 or equivalent) in file?				
7. Date of Move: _____				
8. Amount of Move Claim Paid: \$ _____				
9. Date Move Claim Delivered: _____				
10. Calculated correctly and by whom? _____				
11. Warrant delivered by: _____				
12. Payments made to Displacee?				
13. Multiple Claims Documented in File?				
14. Direct Payment to Third Party Authorized and Documented?				
15. Other Claims Paid? If Yes, what? _____				
16. Replacement Certified D.S.&S.? Date of Certification: _____				
17. Occupancy of replacement documented in File? Date of Occupancy _____				
18. Based on File Documentation, was Adequate Advisory Services Provided?				
19. Appeal anticipated thru documentation in file?				
20. Any Evidence of Discrimination in File?				
21. Could reviewer Logically track the relocation process in the file?				

Additional Comments:

EXHIBIT A-4

Local Agency Program Right of Way Property Management Worksheet

Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ Consultant/Agent: _____
 QA Review By: _____ QA Review Date: _____

I. Excess Property Inventory	Yes	No	N/A	Comments
1. Was the property routed through a review process prior to disposal?				
2. Was the property disposed of?				
3. If not disposed, was the reason documented?				
II. Demolition & Removal	Yes	No	N/A	Comments
1. Is demolition, removal or abatement required on this parcel?				
2. Was a survey conducted prior to demolition, removal or abatement? Survey Date: _____ Demolition Date: _____				
3. Was the NESHAP notice sent to DEP/Local Air Program 10 working days prior to demo/removal/abatement? NESHAP Sent Date: _____				
4. Was the renotification sent to DEP/Local Air Program prior to demo/removal/abatement or 10 working days prior (if the start date was moved up)?				
5. Did the demo/removal/abatement begin on the date stated in the NESHAP notice/renotification?				
6. For hand delivered notifications, was a signature of receipt provided & placed in the file?				
7. For notices sent via certified mail, were copies of the receipt (green card) in the file?				
8. For renotifications, were copies of the signature of receipt/green card/ fax confirmation in the file?				
9. Were the requirements of the Davis-Bacon Act followed?				
III. Inventory & Inspections	Yes	No	N/A	Comments
1. Was a property inventory completed?				
2. Physical Possession Date: _____ Inventory Date: _____				

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIRECT PAYMENT AGREEMENT575-040-22
RIGHT OF WAY
05/03ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL #: _____

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____, _____
BY AND BETWEEN (DISPLACEE) _____, LOCATED AT _____, AND
_____, AND
(MOVER/VENDOR) _____, WHOSE
ADDRESS IS _____,
AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

PRIOR TO, OR UPON SUBMISSION OF, AN ITEMIZED BILL FROM THE MOVER/VENDOR FOR SERVICES
RENDERED (PLEASE SPECIFY): _____

THE DISPLACEE WILL EXECUTE A CLAIM PREPARED BY THE DEPARTMENT. THE DEPARTMENT WILL
PROCESS THE CLAIM AND A STATE WARRANT WILL BE ISSUED IN THE NAME OF THE MOVER/VENDOR,
USUALLY WITHIN FOUR (4) TO SIX (6) WEEKS FROM EXECUTION OF THE CLAIM BY THE DISPLACEE.
PAYMENT WILL BE MADE AFTER WORK IS COMPLETED TO THE SATISFACTION OF THE DISPLACEE AND THE
DEPARTMENT.

DISPLACEE'S SIGNATURE_____
MOVER/VENDOR'S SIGNATURE

APPROVED BY:

SIGNATURE/TITLE, FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPLACEMENT HOUSING PAYMENT DETERMINATION
THREE COMPARABLES METHOD

575-040-05
 RIGHT OF WAY
 10/14
 Page 1 of 2

OCCUPANT & ADDRESS:	ITEM/SEGMENT NO.:
	MANAGING DISTRICT:
	F.A.P. NO.:
	STATE ROAD NO.:
	COUNTY:
	PARCEL #:

DETERMINATION OF REPLACEMENT VALUE IS BASED ON THE FOLLOWING COMPARABLES WHICH ARE DECENT, SAFE AND SANITARY, FUNCTIONALLY EQUIVALENT AND SUBSTANTIALLY THE SAME AS THE ACQUIRED DWELLING, FAIR HOUSING (OPEN TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN), REASONABLY ACCESSIBLE TO PUBLIC SERVICES AND THE DISPLACEE'S PLACE OF EMPLOYMENT, IN AN EQUAL OR BETTER NEIGHBORHOOD WHICH IS NOT SUBJECT TO UNREASONABLY ADVERSE ENVIRONMENTAL FACTORS, AND IS CURRENTLY AVAILABLE ON THE OPEN MARKET WITHIN THE FINANCIAL MEANS OF THE DISPLACEE. (SEE ATTACHED COPIES OF FORM 575-040-13 "REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION," FOR EACH COMPARABLE LISTED BELOW.) IF NEEDED, THE DEPARTMENT WILL PROVIDE TRANSPORTATION TO DISPLACEE TO INSPECT THE REPLACEMENT DWELLINGS BEING OFFERED.

COMPARABLE NO. 1:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 2:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 3:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

A. TENURE:

SUBJECT PROPERTY: ☐ OWNER ☐ TENANT
 REPLACEMENT PROPERTY: ☐ OWNER ☐ TENANT ☐ RETENTION
 ELIGIBILITY BASED UPON: ☐ 90 DAYS ☐ 90 DAYS
☐ LESS THAN 90-DAY OCCUPANT

B. SUBJECT PROPERTY VALUATION:

☐ APPRAISAL \$
☐ PARTIAL TAKING \$
☐ HIGHEST AND BEST USE \$
☐ ECONOMIC RENT (MONTHLY) INCLUDING UTILITIES \$
☐ ACTUAL RENT (MONTHLY) INCLUDING UTILITIES \$
 TOTAL MONTHLY INCOME x 30% (\$ x 30%) \$
 BASE MONTHLY RENTAL \$

C. COMPARABLE VALUE ANALYSIS: PURCHASE ADDITIVE

BASED UPON CURRENT SELLING PRICE OF:

COMPARABLE NO. 1 \$
 COMPARABLE NO. 2 \$
 COMPARABLE NO. 3 \$

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1) \$
 LESS: SUBJECT PROPERTY VALUATION \$
 EQUALS: AMOUNT OF PURCHASE ADDITIVE PAYMENT \$

D. COMPARABLE VALUE ANALYSIS: RENTAL ASSISTANCE

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:

COMPARABLE NO. 1 \$
 COMPARABLE NO. 2 \$
 COMPARABLE NO. 3 \$

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1) \$
 LESS: SUBJECT PROPERTY BASE MONTHLY RENTAL \$
 EQUALS: RENT DIFFERENTIAL \$

EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT \$ X 42

E. DOWN PAYMENT COMPUTATION:

VALUE OF REPLACEMENT DWELLING \$
 DOWN PAYMENT REQUIRED: _____ %
 AMOUNT OF PAYMENT \$
 (MORTGAGE AMOUNT _____; INTEREST RATE _____ %, # months _____)

I UNDERSTAND THAT THIS DETERMINATION OF A REPLACEMENT HOUSING PAYMENT IS TO BE USED IN CONNECTION WITH A DEPARTMENT TRANSPORTATION PROJECT AND I CERTIFY THAT I HAVE NO DIRECT OR INDIRECT, PRESENT OR CONTEMPLATED FUTURE PERSONAL INTEREST IN THIS PROPERTY OR IN ANY BENEFIT FROM THE ACQUISITION OF THIS PROPERTY.

	SIGNATURE	TITLE	DATE
SUBMITTED:	_____	_____	_____
REVIEWED:	_____	_____	_____
APPROVED:	_____	_____	_____
REMARKS:	_____		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PERSONAL PROPERTY INVENTORY

575-040-17
RIGHT OF WAY
05/03

☐ PRE-MOVE ☐ POST-MOVE

DISPLACEE NAME: _____

ITEM/SEGMENT #: _____

MANAGING DISTRICT: _____

F.A.P. #: _____

STATE ROAD #: _____

COUNTY: _____

PARCEL: _____

DISPLACEMENT SITE ADDRESS:	REPLACEMENT SITE ADDRESS:

This list of personal property is submitted in support of move cost expenses estimated and/or claimed. The undersigned certifies that it accurately reflects personal property ☐ to be moved ☒ actually moved in connection with this subject location. Further, the displacee certifies that all bills, receipts, invoices, etc. reflect the actual reasonable cost(s) involved in moving this inventory, and/or the actual reasonable charges made for services.

QUANTITY

DESCRIPTION

QUANTITY

DESCRIPTION

[illegible]

POST MOVE INVENTORY

A post-move inventory relating to the above listed personal property has been performed. The inventory was found ☐ to correlate with the pre-move inventory, ☐ to need adjustments. Necessary adjustments are identified on this inventory or by separate attachment.

PRE-MOVE INVENTORY CONFIRMATION

DISPLACEE'S SIGNATURE

DATE _____

DISPLACEE'S SIGNATURE

DATE _____

SIGNATURE/TITLE, FDOT

DATE _____

SIGNATURE/TITLE, FDOT

DATE _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MOVING EXPENSE CALCULATION AND PAYMENT DETERMINATION

575-040-20
 RIGHT OF WAY
 OGC - 08/15

☐ BUSINESS ☐ FARM ☐ INDIVIDUAL OR FAMILY ☐ PERSONAL PROPERTY ONLY CURRENT ADDRESS: _____	ITEM/SEGMENT #: _____ MANAGING DISTRICT: _____ F.A.P. #: _____ STATE ROAD #: _____ COUNTY: _____ PARCEL #: _____
NEW LOCATION ADDRESS: _____	
DISTANCE OF MOVE: _____	
DESCRIPTION OF MERCHANDISE AND/OR SERVICE RENDERED: _____	
A. COMMERCIAL MOVE/SELF MOVE/MOVING RELATED EXPENSES: RECEIPTED BILLS/INVOICES _____ TOTAL AMOUNT \$ _____	
B. SCHEDULE AMOUNT: 1. FURNISHED: 1 ROOM @\$750 2 ROOMS @\$900 3 ROOMS @\$1075 4 ROOMS @\$1250 5 ROOMS @\$1400 6 ROOMS @\$1550 7 ROOMS @\$1600 8 ROOMS @\$1850 PLUS NUMBER ADD'L ROOMS _____ X \$300 = \$ _____ 2. UNRISHED: 1 ROOM @\$500 PLUS NUMBER ADD'L ROOMS _____ X \$150 = \$ _____ 3. COMBINATION: BEGIN WITH UNFURNISHED USING ABOVE APPROPRIATE AMOUNTS = \$ _____ PLUS NUMBER FURNISHED ROOMS _____ X \$150 = \$ _____	
C. ESTIMATE BY: ☐ COMMERCIAL MOVER OR ☐ DOT: MAN HOURS _____ X RATE PER MAN HOURS \$ _____ = \$ _____ TYPE OF VEHICLE _____ = \$ _____ # OF HRS. _____ X RATE PER VEHICULAR HR. \$ _____ = \$ _____ C W T _____ @ \$ _____ = \$ _____ SUBCONTRACTED SERVICES: _____ = \$ _____	
D. DIR LOSS/SUB PROP/BULK-LOW VAL: 1. REPLACEMENT COST OF PERSONAL PROPERTY _____ = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY _____ = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE _____ = \$ _____ (BUSINESS DISCONTINUED): 1. DEPRECIATED VALUE OF PROPERTY IN PLACE _____ = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY _____ = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE _____ = \$ _____	
E. ADVERTISING SIGNS: 1. ESTIMATED COST TO MOVE (FROM SECTION "C" ABOVE) _____ = \$ _____ 2. DEPRECIATED REPRODUCTION COST, LESS SALE PROCEEDS, IF APPLICABLE _____ = \$ _____ ALLOWANCE IF SIGN IS NOT MOVED _____ = \$ _____	
F. FIX PAYMENT IN LIEU OF MOVE COST (\$40,000 LIMIT) NET EARNINGS FOR 2 YEARS PRECEDING TAXABLE YEAR BUSINESS IS RELOCATED: _____ \$ _____ _____ \$ _____ TOTAL \$ _____ AVERAGE \$ _____ LESS THAN 2 YEARS OPERATION (WITHIN 2 TAXABLE YEARS PERIOD): NET EARNINGS: \$ _____ DIVIDED BY MONTHS _____ EQUALS \$ _____ X 12 EQUALS TOTAL \$ _____	
G. SEARCH EXPENSES (\$2,500 LIMIT) 1. TRANSPORTATION AND MEALS _____ = \$ _____ 2. LODGING AWAY FROM HOME _____ = \$ _____ 3. TIME SPENT SEARCHING (REASONABLE SALARY) _____ = \$ _____ 4. FEES PAID TO REAL ESTATE AGENT/BROKER _____ = \$ _____	
H. REESTABLISHMENT EXPENSES (\$25,000 LIMIT) 1. REPAIRS, MODIFICATION _____ = \$ _____ 2. UTILITIES _____ = \$ _____ 3. INCREASED OPERATING COSTS _____ = \$ _____ 4. OTHER _____ = \$ _____	
STORAGE CHARGES \$ _____ TOTAL AMOUNT OF MOVE CLAIM \$ _____ THE UNDERSIGNED CERTIFY THAT MOVING COSTS INCLUDE: DISMANTLING, DISCONNECTING, CRATING, LOADING, TRANSPORTING, UNLOADING, RECONNECTING, AND REINSTALLING OF PERSONAL PROPERTY, INCLUDING SERVICE CHARGES IN CONNECTION THEREWITH, IF APPLICABLE, EXCLUSIVE OF THE COST OF ANY ADDITIONS, IMPROVEMENTS, ALTERATIONS OR OTHER PHYSICAL CHANGES IN OR TO ANY STRUCTURE AT THE NEW LOCATION.	
RELOCATEE SIGNATURE REQUIRED FOR FDOT ESTIMATE _____	
SUBMITTED BY: _____	
APPROVED BY: _____	
SIGNATURE	TITLE
DATE	

Rule 14-66.007, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT575-040-14
RIGHT OF WAY
OGC - 05/15

Displacee Address: _____

Make Warrant Payable to: _____

Warrant Amount: _____

ITEM/SEGMENT #: _____

MANAGING DISTRICT: _____

F.A.P. #: _____

STATE ROAD #: _____

COUNTY: _____

PARCEL: _____

The undersigned, herein referred to as Claimant regardless of number, hereby makes application for replacement housing payment authorized by the Department of Transportation, State of Florida, County of _____, to wit in support of said application claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon Department request can provide documentation verifying legal residency.
2. That claimant ☐ owned and occupied ☐ rented and occupied the above referred to property for not less than ☐ 90 days prior to the initiation of negotiations by the State of Florida Department of Transportation for the acquisition of said property.
3. That claimant was required to move from the aforesaid property on _____, and purchased or rented a replacement dwelling on _____. The replacement dwelling located at _____ was occupied on _____.
4. That claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.
5. That the total number of persons, including claimant, displaced by the acquisition of the former dwelling by the State of Florida, Department of Transportation is _____.
6. Claimant requests that the payment in the amount of _____, applied for herein be made to (check one)
☐ claimant ☐ other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

7. That claimant will permit representatives of the State of Florida Department of Transportation to inspect the replacement dwelling at reasonable times.
8. Claimant agrees the amount of any settlement or final judgment rendered in claimant's behalf in any condemnation proceeding shall be reduced so ____%¹ of the final settlement or judgment amount for your property plus the replacement housing payment (RHP) herein claimed does not exceed \$ _____.² Claimant hereby understands and agrees the amount reduced from any settlement or final judgment cannot be more than the total amount of the RHP claimed.
9. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by the Department at its office located at:

D.O.T. AGENT

Claimant Signature

STATE OF FLORIDA
COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

Notary Public in and for the County and State last aforesaid.

My commission expires: _____

Serial No., if any: _____

Notary Signature: _____

¹ (Enter the percentage of the total appraised amount equal to the computed carve-out. If there is no carve-out, enter 100%.)

² (Enter the lesser of the cost of the number one comparable identified in the original Replacement Housing Payment Determination/True Comp Method or the replacement dwelling selected.)

APPROVED: _____

SIGNATURE TITLE DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SEARCH EXPENSE ITEMIZATION

575-040-16
 RIGHT OF WAY
 08/05

ITEM/SEGMENT #: _____

MANAGING DISTRICT: _____

F.A.P. #: _____

STATE ROAD #: _____

COUNTY: _____

PARCEL: _____

DISTRICT:	RELOCATEE TYPE: ☐ OWNER ☐ TENANT	STATE ROAD NO.:
DISPLACEE NAME:	ADDRESS:	TELEPHONE NO.:

Dear Displacee:

In order for you to claim search expenses, you must provide the Department with information as indicated below. If additional space is needed for itemized search data, please use 575-040-16 (your signature is required on each sheet). You must submit support for the wage rate used for the person doing the search, such as salary check stubs, income tax returns, etc. Under the law, the maximum amount allowable for search expense is \$2,500.00.

DATE(S) OF SEARCH	ADDRESS OF SITE VISITED	TOTAL TRIP DISTANCE	HOURS	X	HOURLY WAGE RATE	EXPENSE AMOUNT
1. _____	_____	_____	_____	X	\$ _____	\$ _____
2. _____	_____	_____	_____	X	\$ _____	\$ _____
3. _____	_____	_____	_____	X	\$ _____	\$ _____
4. _____	_____	_____	_____	X	\$ _____	\$ _____
5. _____	_____	_____	_____	X	\$ _____	\$ _____
6. _____	_____	_____	_____	X	\$ _____	\$ _____
7. _____	_____	_____	_____	X	\$ _____	\$ _____
8. _____	_____	_____	_____	X	\$ _____	\$ _____
9. _____	_____	_____	_____	X	\$ _____	\$ _____

TOTAL MILES DRIVEN X MILEAGE RATE

_____ X \$ _____ / MILE = \$ _____

SUBTOTAL(S) OF OTHER PAGE(S) \$ _____

SUBTOTAL OF THIS PAGE \$ _____

TOTAL SEARCH EXPENSE DOCUMENTED \$ _____

TOTAL SEARCH EXPENSE REIMBURSED \$ _____

I HEREBY CERTIFY THE ABOVE STATEMENTS AND DOCUMENTATION TO BE TRUE AND CORRECT.

DISPLACEE'S SIGNATURE _____

DATE _____

SIGNATURE/TITLE, FDOT _____

DATE _____

EXHIBIT A-29

FORM 5/75-040-33
RIGHT OF WAY - 04/03
Page 1 of 2

In reply refer to:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:
NOTICE OF CLAIM DENIAL/RIGHT TO APPEAL

Dear

You have recently requested or claimed the following relocation assistance eligibility or payment from the Florida Department of Transportation:

This letter serves as official written notification that your claim has been denied for the following reason(s):

If you disagree with the determination of your eligibility or payment amount, you have the right to file a written appeal with the Department pursuant to Rule Chapter 14-66, Florida Administrative Code, and the Right of Way Manual, Section 9.2.23. This is a two step process as follows:

1. You may submit a written appeal to the Department's State Relocation Administrator who will conduct a review of your case. Your appeal should be directed to:

State Relocation Administrator
Florida Department of Transportation
Office of Right of Way
605 Suwannee Street, M.S. 22
Tallahassee, Florida 32399-0450

You must file your written appeal not later than sixty (60) days after you receive this written notification that your claim has been denied. Failure to submit your written appeal within this time may result in a denial of your claim. The State Relocation Administrator will review your case and may contact you for additional information. You will be notified of the outcome of this review in approximately sixty (60) days from the date of receipt of your written appeal by the State Relocation Administrator.

2. If the State Relocation Administrator denies your claim, he/she will advise you of your right to appeal that decision under Section 120.569 and 120.57, Florida Statutes. You may request either a formal hearing pursuant to Section 120.57(1), F.S., if you disagree with the facts as stated, or an informal proceeding pursuant to Section 120.57(2), F.S., if you do not dispute the facts stated, but disagree with the Department's decision. Any request for a formal hearing or informal proceeding must be made in writing and directed to:

Clerk of Agency Proceedings
Florida Department of Transportation
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

You must file your written request for an administrative hearing not later than twenty-one (21) days after you receive written notification from the State Relocation Administrator that your claim has been denied. If your request for a formal hearing or informal proceeding is not received by the Clerk of Agency Proceedings within this time, final agency action will be taken as indicated herein. The written request for hearing must contain your name and address, a statement that you are requesting a formal hearing or an informal proceeding, and a statement setting forth all the facts which you dispute if a formal hearing is requested.

Sincerely,

District Relocation Administrator

By:

Receipt Acknowledged: _____
Addressee

_____ Date

- (1) Original to Property Owner/Tenant
- (2) Copy to Parcel File
- (3) Copy to State Relocation Administrator

EXHIBIT A-4

3. Was the inventory completed within 10 working days of physical possession?				
4. Was the inventory updated every 120 days from the date of physical possession?				
5. Are inspections performed every 120 days?				
6. Was agreed purchase price paid or Order of Taking deposit amount deposited prior to taking possession?				
IV. Sales & Leasing	Yes	No	N/A	Comments
1. Was the property acquired on/after 5/11/06 & listed in a petition of condemnation? Acquisition Date: _____				
2. If yes to #1, was it offered to the previous owner?				
3. Was the Declaration of Surplus/Temporarily Surplus in the file along with Dept'l routing sheets?				
4. If a disposal, was the 1 st right of refusal offered to the local government?				
5. If a public purpose disposal, was the executed deed with the reverter clause in the file for property acquired with federal funds?				
6. If negotiated sale, was it valued at < \$10K? Or if negotiated lease, was it a leaseback or inequitable?				
7. If sealed bid, was ad & bid tabulation sheet in file?				
8. For sealed bids, was it advertised 14 days prior to the bid opening?				
9. If public purpose, was a copy of the resolution or letter from the Agency Head in the file?				
10. If FHWA Concurrence was needed, was a copy of the approval letter in the file?				
11. Is rental rate equal to or below fair market rent for extended possession?				
VI. Additional Comments				

EXHIBIT A-5

Local Agency Program Right of Way Residential Relocation Worksheet

Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
 Project Description: _____
 FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
 _____ - day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
 QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date: _____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Statement of Eligibility (FDOT Form No. 575-040-06 or equivalent) delivered or mailed? Date: _____ Expires: _____				
5. RHP Determination in file offering transportation? (Housing Analysis Method)				
6. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
7. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires: _____				
II. RHP DETERMINATION	Yes	No	N/A	Comments
Purchase Additive				
1. Three comparables made available? If no, see comments.				
2. Comparables offered Decent, Safe and Sanitary?				
3. Replacement Housing Questionnaire /Certification (FDOT Form No. 575-040-13 or equivalent) in file?				
4. Was purchase additive calculated correctly based on review of FDOT Form 575-040-05 or equivalent? Amount: \$ _____				
5. Calculated, Reviewed and Approved by proper authority?				
6. Were Incidental Expenses paid?				
7. Was Increased Interest paid?				
8. Does file documentation support actions?				

EXHIBIT A-5

Rent Supplement	Yes	No	N/A	Comments
1. Was Household Income verified? Source: _____				
2. Is Household Income considered by HUD as Low Income?				
3. Was rent supplement calculated correctly? If complicated, attach a worksheet?				
4. Amount of supplement from reviewing FDOT Form 575-040-05 or equivalent? AMOUNT: \$ _____				
5. Calculated, Reviewed and Approved by proper authority?				
Additional Comments:				
Down Payment Supplement	Yes	No	N/A	Comments
1. Displacee Requested to convert Rent Supplement to Down Payment Supplement? Amount of Supplement: \$ _____				
2. If yes to #1, were incidental expenses paid?				
3. Revised Statement delivered?				
4. Down payment documented?				
5. Calculated, reviewed and approved by proper authority?				
Additional Comments:				
Last Resort Housing	Yes	No	N/A	Comments
1. Housing of Last Resort applicable?				
2. Documentation in file to support?				
3. Multiple occupants in dwelling? If yes, how many? _____				
4. SINGLE or SEPARATE households documented?				
5. Separate RHP required?				
6. Separate Move Cost requested				
7. Presence of Less than 90 Day Occupant?				
Additional Comments:				

EXHIBIT A-5

III. MOVE COST REIMBURSEMENT	Yes	No	N/A	Comments
1. Residential Scheduled Move?				
2. Documentation in file to support number room count? _____ #rooms Amount Paid: \$ _____				
3. Self-Move supported by bills or receipts in file? If Yes, amount paid: \$ _____				
4. Commercial Move?				
5. Two estimates required? If Yes, the amount of each. 1. \$ _____ 2. \$ _____				
6. Lowest estimate paid?				
7. Pre-Move Inventory (FDOT Form No. 575-040-17 or equivalent) conducted?				
8. Post-Move Inventory conducted?				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file?				
10. Submitted and Approved by proper Authority?				
IV. CLAIMS, PAYMENTS & WARRANT DELIVERY	Yes	No	N/A	Comments
1. Advanced Payment Documented in file?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in file? Amount Paid: \$ _____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				
5. Warrant delivered by proper individual? Delivered by: _____				
6. Application and Claim for Reimbursement of Moving Cost (FDOT Form 575-040-23 or equivalent) in file?				
7. Date of Move: _____				
8. Amount of Move Claim paid: \$ _____				
9. Date Move Claim delivered: _____				
10. Calculated correctly and by whom? _____				
11. Warrant delivered by: _____				
12. Payments made to displacee?				

EXHIBIT A-5

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION

575-095-05
 RIGHT OF WAY
 11/12

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
 CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
 F.A.P. NO. (Construction): _____ DESCRIPTION: _____
 COUNTY: _____
 LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

- ☐ Right of way was not acquired for this project.
- ☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

- ☐ No persons or businesses were required to move or move personal property from the project right of way.
- ☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

- ☐ No structures or improvements, including encroachments, required removal from the project right of way.
- ☐ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

- ☐ No structures or improvements requiring asbestos abatement were located on the project right of way.
- ☐ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
 Title: _____ Date: _____

Certified by FDOT: _____
 Title: _____ Date: _____

EXHIBIT A-7

FORM 575 030-31
RIGHT OF WAY - 10000
Page 1 of 2

NOTICE TO OWNER

Date:

Name & Address:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #:
STATE ROAD #:
COUNTY:
PARCEL #:

05

Dear Property Owner

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Appraisal and/or Legal Description

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

Notice To Owner 575-030-31

FORM 575-030-31
RIGHT OF WAY - 10/00
Page 2 of 2

We want to negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let us know. Regardless of whether we can reach agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

If you experience any problems, please do not hesitate to contact:



Sincerely,

District Right of Way Manager
By:

Enclosures:

Legal Description (and/or right of way map)
The Real Estate Acquisition Process Brochure
CC: Records Management

Received by: _____

Certified Mail Number: _____

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
MANAGING DIST: 05
F.A.P. NO:
STATE ROAD NO:
COUNTY:
PARCEL NO:
ATTENTION:

Dear Property Owner:

Please provide the following information and mail to this office.

1. Are you the owner of the property identified above? _____
2. I have sold all _____ or part _____ of the property to:
Name: _____
Address: _____
Approximate Date Sold: _____
3. Other than my spouse, I share ownership of this property with:
Name: _____
Address: _____
Telephone No.: _____
4. Please list the appropriate contact person for this property:
Name and Title: _____
Address: _____
Telephone No.: _____
5. Is there an ongoing business on this site? _____
6. If yes, who owns the business?
Name: _____
Address: _____
Telephone No.: _____
7. Additional Comments: _____

Property Owner's Signature

Printed Name and Title

Date

EXHIBIT A-8

Florida Statutes:
Chapter 517
Section 286.23

575-030-18
RIGHT OF WAY
OGC-02/05

Item/Segment No.: _____

District: _____

F.A.P. No.: _____

State Road No.: _____

County: _____

Parcel No.: _____

Subject: Public Disclosure Notice

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity for others to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of *Section 286.23, F.S.* and an affidavit for you to complete and return to this office at _____

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to *Chapter 517, Florida Statutes*, whose interest is for sale to the general public.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact _____

Sincerely,

District Right of Way Manager

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 80-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

Florida Statutes:
Chapter 517
Section 206.23

5/0-030-18
RIGHT OF WAY
OGC-02/06

Item/Segment No.: _____
District: _____
F.A.P. No.: _____
State Road No.: _____
County: _____
Parcel No.: _____

Public Disclosure Affidavit

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of

_____ Name of corporation, trust, partnership, etc.

_____ and; my full name

_____ Affiant's Title (Pres., V.P., Trustee etc.)

and address is _____

_____ Affiant's Name and Address

_____ and

_____ holds legal title

_____ Name of corporation, trust, partnership, etc.

to the real estate described in *Attachment "A"* to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on *Attachment "B"* to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to *Chapter 517, Florida Statutes*, whose interest is for sale to the general public.

Affiant's Signature

State of _____
County of _____

Print or Type Name of Affiant

Sworn to and subscribed before me this _____ day of _____,
by _____ who is personally known to me or who has produced
_____ as identification.

Notary's Signature: _____

(Print, type or stamp name of notary public)

Florida Statutes
Chapter 517
Section 288.23

Attachment A
Insert Legal Description

575-030-18
RIGHT OF WAY
Attachment Page

Florida Statutes:
Chapter 517
Section 286.23

Attachment "B"

575-030-18
RIGHT OF WAY
Attachment Page

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATEMENT OF OFFER575-030-08
RIGHT OF WAY
06/10

ITEM/SEGMENT NO.: _____
 DISTRICT: _____
 FEDERAL PROJECT NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

Dear (seller)

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is:

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any:

The following items were excluded:

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ _____
Improvements	\$ _____
Real Estate Damages	\$ _____
Incentive	\$ _____
Total	\$ 0.00

This statement of offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

at _____

Yours very truly,

Type or print name
 District Right of Way Manager
 By: _____

 Legal Review

 Type or Print Name

 Date

 Delivered By

 Type or Print Name

 Date

 Receipt Acknowledged By

 Type or Print Name

 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

575-030-07
 RIGHT OF WAY
 OGC - 10/16
 Page 1 of 4

ITEM SEGMENT NO.: _____
 DISTRICT: _____
 FEDERAL PROJECT NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

Seller: _____

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property: _____

(a) Estate Being Purchased: ☐ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) Real Property Described As: _____

(c) Personal Property: _____

(d) Outdoor Advertising Structure(s) Permit Number(s): _____

Buildings, Structures, Fixtures and Other Improvements Owned By Others: _____

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	Real Property	
	Land	1. \$ _____
	Improvements	2. \$ _____
	Real Estate Damages	3. \$ _____
	(Severance/Cost-to-Cure)	
	Total Real Property	4. \$ <u>0.00</u>
(b)	Total Personal Property	5. \$ _____
(c)	Fees and Costs	
	Attorney Fees	6. \$ _____
	Appraiser Fees	7. \$ _____
	_____ Fee(s)	8. \$ _____
	Total Fees and Costs	9. \$ <u>0.00</u>
(d)	Total Business Damages	10. \$ _____
(e)	Total of Other Costs	11. \$ _____
	List: _____	

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 0.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ _____

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession \$ _____

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☐ There is an addendum to this agreement. Page _____ is made a part of this agreement.
- ☐ There is not an addendum to this agreement.

- VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature

Date

Type or Print Name

Signature

Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY:

Signature

Date

Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY:

Signature

Type or Print Name and Title

Legal Review:

Date

Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

Signature _____ Date _____

Type or Print Name _____

EXHIBIT A-10

FORM 5/5 030-33
RIGHT OF WAY - 02/05
Page 1 of 2

NOTICE TO BUSINESS OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #:
STATE ROAD #:
COUNTY:
PARCEL #:

Dear Property Owner

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

Appraisal and/or Legal Description

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The Department recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the Department.
- The acquisition must be a partial acquisition of the property on which your business is located. If the Department acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the Department's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the Department no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the Department. The Department will pay for certain types of services. However, by law there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will also find a more thorough discussion of the reimbursement of fees and costs in the attached brochure.

If you have questions about any aspect of our acquisition process please give us an opportunity to answer them. Regardless of whether we can reach agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

Sincerely,

District Right of Way Manager
By:

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
The Real Estate Acquisition Process Brochure
CC: Records Management

Received by _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
 MANAGING DIST: 05
 F.A.P. NO:
 STATE ROAD NO:
 COUNTY:
 PARCEL NO:
 ATTENTION:

Dear Business Owner:

Please complete the following information and mail to this office.

1. Name of the business and a brief description of the business operation:

2. Are you the owner of the business operating at this site? _____
 If yes, how long have you been in business? _____
3. I have sold all _____ or part _____ of the business.
 Approximate Date Sold: _____. The business was sold to:
 Name: _____
 Address: _____
4. If you share ownership of this business, please list the other owners.
 (Use reverse side if necessary)
 Name: _____
 Address: _____
 Telephone No.: _____
5. Please identify the appropriate contact person for your business:
 Name and Title: _____
 Address: _____
 Telephone No.: _____
6. Do you anticipate filing a business damage claim? _____
7. Additional Comments: _____
 (Use reverse side if necessary)

Business Owner's Signature _____ Date _____

Printed Name and Title _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPRESENTATIVE AUTHORIZATION

575 030-02
 RIGHT OF WAY
 10/02

ITEM/SEGMENT NO.: _____
 MANAGING DISTRICT: _____
 F.A.P. NO.: _____
 STATE ROAD NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

Attention:

Dear FDOT Right of Way Manager:

This is to advise you that I hereby authorize _____
 of _____

who was hired by me as of _____ to (indicate extent of authorization by marking one or both boxes as applicable):
 (date)

- ☐ Represent me in all future dealings in the above referenced project and parcel(s).
☐ Accept service of process in my behalf concerning any legal proceedings in eminent domain which may ensue.

OWNER(S)/TENANT(S):

Signature _____ Date _____

Signature _____ Date _____

Printed Name _____

Printed Name _____

This is to advise you that I am authorized to represent _____
 of _____ in the

capacity(ies) set forth above. I ☐ am ☐ am not a member of the Florida Bar. ☐ I will accept service of process.

NOTE: This document must be notarized if the agent is not a member of the Florida Bar but is authorized to accept service of process.

State of _____

Representative Signature _____ Date _____

County of _____

Representative Printed Name _____

Sworn to and subscribed before me this _____
 day of _____ by _____
 who is

(Name of Affiant)
 personally known to me or has produced _____
 as identification.

Representative Address _____

Notary's Signature _____
 (Print, type or stamp name of notary public)
 [SEAL]

Phone: _____

INSTRUCTIONS FOR COMPLETION OF THE REPRESENTATIVE AUTHORIZATION (FORM 575-030-02)

If a property owner or business owner chooses to be represented by an agent during negotiation, including service of legal process, a written authorization, to include the information on this form must be provided by the owner or the owner's agent to the Department prior to the Department's negotiation of the parcel with the authorized representative.

DATE AND INSIDE ADDRESS:

Space is available for the form preparer to provide the inside address of the district or satellite office where the completed form will be submitted.

PROJECT/PARCEL IDENTIFICATION:

The following information can be located in the legal documents and/or right of way maps for each project and is required on official Department forms:

Item/Segment No.
Managing District
F.A.P. No.
State Road No.
County
Parcel No.

ATTENTION:

Provide the agent or individual's name responsible for negotiation of the parcel.

TOP PORTION OF THE FORM:

The form provides space for the following information to be provided by the owner:

The name of representative and representative's firm name, if applicable.

Date representative was hired.

Check box for capacity of representation.

Owner/Tenant signature and date of authorization.

Owner/Tenant's printed or typed name.

LOWER PORTION OF FORM:

The form provides space for the following information to be provided by the representative:

Name of property or business owner and firm name, if applicable.

Check box indicating whether representative is a member of the Florida Bar.

Check box indicating whether representative will accept service of process.

Representative's signature and date of acceptance.

Representative's address for negotiations and service of process.

Representative's telephone number.

NOTARY SECTION:

If the representative is not a member of the Florida Bar, the notary section must be completed by a notary.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CLOSING STATEMENT

575-030-16
 RIGHT OF WAY
 OGC - 02/07

ITEM/SEGMENT NO.: _____
 MANAGING DISTRICT NO.: _____
 F.A.P. NO.: _____
 STATE RD. NO.: _____
 COUNTY: _____
 PARCEL NO.: _____

BUYER: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

SELLER(S): _____

REAL PROPERTY DESCRIBED AS: _____

Summary of Seller's Transaction

Credits		
Land	\$	_____
Improvements	\$	_____
Real Estate Damages/Cost-to-Cure	\$	_____
Personal Property	\$	_____
Business Damage	\$	_____
Attorney Fees	\$	_____
Appraiser Fees	\$	_____
Other	\$	_____
Total Credits	\$	0.00
Debits		
First Mortgage payoff	\$	_____
First Mortgage pre-payment penalty	\$	_____
Second Mortgage payoff	\$	_____
Second Mortgage pre-payment penalty	\$	_____
Attorney Fees	\$	_____
Appraiser Fees	\$	_____
Ad Valorem Taxes	\$	_____
Other	\$	_____
Total Debits	\$	0.00
Credits Less Debits	\$	0.00
Amount Withheld	\$	_____
Amount Due to Seller at Closing	\$	0.00

Warrant No.: _____

Received by: _____

Date of Final Agency Acceptance: _____

(Type or print name under signature)

Date of Closing: _____

Closing Agent: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SETTLEMENT APPROVAL

575-030-24
RIGHT OF WAY
06/10
Page 1 of 2

MANAGING DISTRICT: _____	PARCEL NO.: _____
ITEM/SEGMENT NO.: _____	LITIGANT NAME/NO.: _____
SUIT STYLE: _____	DOT SUIT NO.: _____
F.A.P. NO.: _____	COUNTY: _____
DOT ATTORNEY: _____	DEFENSE ATTORNEY: _____
JUDGE: _____	TRIAL DATE: _____
_____	COURT DOCKET NO.: _____

☐ ADMINISTRATIVE SETTLEMENT	☐ COURT ORDERED MEDIATION	☐ LEGAL SETTLEMENT
☐ OFFER OF JUDGMENT	☐ NON-COURT ORDERED MEDIATION	☐ OTHER SETTLEMENT

SETTLEMENT

Land	\$	_____
Improvements		_____
Severance/Real Estate Damages		_____
Move Costs		_____
Business Damages		_____
Owner/Litigant Attorney Fee		_____
Based on Benefit of	\$	_____
Based on Nonmonetary Benefit of	\$	_____
Owner/Litigant Appraisal Fee		_____
Owner/Litigant Expert Fees		_____
Owner/Litigant Costs (Specify)		_____
Other		_____
TOTAL SETTLEMENT	\$	_____ 0.00

SUPPORT DATA

Owner Appraisal	\$	_____	Appraiser	_____
Owner Claim	\$	_____		
DOT Approved Appraisal	\$	_____	Appraiser	_____
Unapproved Appraisal(s)	\$	_____		
(if relevant)				
Owner/Tenant Business Damage Claim	\$	_____		
DOT Business Damage Counteroffer	\$	_____		

575-030-24
RIGHT OF WAY
06/10
Page 2 of 2

Justification:

SUBMITTED BY:

☐ Right of Way Agent

☐ Trial Attorney

_____ Date

☐ District Acquisition Administrator

☐ Office of the General Counsel

_____ Date

APPROVED FOR SETTLEMENT:

☐ District Right of Way Manager

☐ Assistant District Right of Way Manager

_____ Date

ADDITIONAL APPROVALS (as applicable)

☐ APPROVED FOR SETTLEMENT:

Director, Office of Right of Way

_____ Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
 RIGHT OF WAY
 10/16

Name & Address _____

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: _____

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST ☐ Sole Owner ☐ Part Owner with _____ % interest ☐ Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____

For other entities, it is your employer identification number (EIN): _____

If you do not have a TIN, see attached instructions for **How to get a TIN**.

Below, choose one number that accurately describes the business or the individual.

- ☐ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
 (A corporation formed under the laws of any state within the United states.)
- ☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- ☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- ☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- ☐ **5 - NONCORPORATE RENTAL AGENT**
- ☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- ☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
 Is income effectively connected with business in the United States? ☐ YES ☐ NO
- ☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ Date _____
 Title _____ Email (optional) _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
 RIGHT OF WAY
 10/16

**Instructions for
 Names and Taxpayer Identification Numbers**

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
2. **Married Couples** should give the name and SSN of either person.
3. **Custodian Accounts (Guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.
4. For a **Trust Account that is not a legal or valid trust under state law**, give the name and SSN of the actual owner.
5. **Limited Liability Company (LLC)** - If a **single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
6. For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
7. For a **Valid Trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
8. For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
9. For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.
10. For a **Partnership or Multi-Member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

EXHIBIT A-15

Form 575-640-31
Right of Way 05/09

Date:

Name & Address:

ITEM/SEGMENT #:
 MANAGING DISTRICT:
 F.A.P. #: 05
 STATE ROAD #:
 COUNTY:
 PARCEL #:
NOTICE OF ELIGIBILITY

Dear Property Owner

The Florida Department of Transportation is in the process of acquiring real property for the above referenced project in your area. We have determined you will be required to move from your dwelling located on the property being acquired to accommodate construction of this transportation facility.

This notice is to advise you of your eligibility for services and payments under the Relocation Assistance program. As a displaced person, you will receive advisory services and reimbursement for the actual, reasonable, and necessary costs incurred in moving your personal property to a replacement dwelling. You may also qualify for a replacement housing payment to assist your purchasing and/or renting of a replacement dwelling. Other forms detailing specific payment amounts will be provided to you in the near future.

As it is the Department's desire to provide assistance to you through the relocation process, we encourage you to speak with the Department's Relocation Agent assigned to help you. The agent is responsible for explaining the various payments and options available to you and will assist you at your convenience in answering questions, completing required forms and gathering necessary information.

NOTE: This notice is not directing you to immediately vacate the property. Your assigned agent will keep you informed of scheduled timeframes and, if necessary, provide you advance written notice specifying the date the property must be vacated.

If you have any questions contact our Relocation Assistance Office located at:

Sincerely,

District Right of Way Manager
 By:

Receipt Acknowledged: _____
 Addressee

Date

- (1) Original to Property Owner/Tenant
- (2) Copy to District Office Official Record File

Date:

Name & Address:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:
NOTICE OF ELIGIBILITY

Dear Property Owner

The Florida Department of Transportation is in the process of acquiring right of way for the above-referenced project in your area. We have determined your business or farm operation will have to move from the property being acquired to accommodate the construction of this transportation facility.

This notice is provided to advise you of your eligibility for advisory services and payments under the Relocation Assistance program. Available payments and how they are calculated under this program will vary depending on whether the business operations are discontinued or moved to another site. Other forms detailing specific payment amounts will be provided to you in the near future.

As it is the Department's desire to provide assistance to you through this relocation process, we encourage you to speak with the Department's Relocation Agent assigned to help you. The agent is responsible for explaining the various relocation payments and options available to you and will assist you at your convenience in answering questions, completing required forms and gathering necessary information.

NOTE: This notice is not directing you to immediately relocate your business operation. Your assigned agent will keep you informed of the date your move from the acquired property must be complete. If necessary, we will provide you advance written notice specifying this date.

If you have any questions contact our Relocation Assistance Office located at:

Sincerely,

District Right of Way Manager
By:

Receipt Acknowledged: _____
Addressee Date

- (1) Original to Property Owner/Tenant
- (2) Copy to District Office Official Record File

Date:

Name & Address:

ITEM/SEGMENT #:
 MANAGING DISTRICT:
 F.A.P. #: 05
 STATE ROAD #:
 COUNTY:
 PARCEL #:
NOTICE OF ELIGIBILITY
(Personal Property Move)

Dear Property Owner

The Florida Department of Transportation is in the process of acquiring real property for the above referenced project in your area. We have determined personal property you own must be moved from the property being acquired to accommodate the construction of this transportation facility.

This notice is to advise you of your eligibility for services and payments under the Relocation Assistance program. Under the Relocation Assistance Program all displaced persons will receive advisory services and are eligible to receive reimbursement for the actual, reasonable, and necessary costs incurred in moving your personal property, including on-premise signs. Other forms detailing specific payment amounts will be provided to you in the near future.

As it is the Department's desire to provide assistance to you through this relocation process, we encourage you to speak with the Department's Relocation Agent assigned to help you. The agent is responsible for explaining the various payments and options available to you and will assist you at your convenience in answering questions, completing required forms and gathering necessary information.

NOTE: This notice is not directing you to immediately move your personal property. Your assigned agent will assist you in coordinating removal of these items and, if necessary, will provide you advance written notice specifying the date your personal property must be removed from the site.

If you have any questions please contact our Relocation Assistance Office located at:

Sincerely,

District Right of Way Manager
 By:

Receipt Acknowledged:

Addressee

Date

- (1) Original to Owner of Personal Property
- (2) Copy to District Office Official Record File

EXHIBIT A-16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY
 REPLACEMENT HOUSING PAYMENT FOR OWNER

FORM 575-040-05
 RIGHT OF WAY
 04/03

Date:

ITEM/SEGMENT #:
 MANAGING DISTRICT:
 F.A.P. #:
 STATE ROAD #:
 COUNTY:
 PARCEL #:

This is to certify that being
 displaced from the residence located at , ,

- ☐ will not be eligible for replacement housing because
- ☐ will be eligible for a purchase additive amount not to exceed \$ 0.00 in order to purchase a decent, safe, and sanitary dwelling as an owner who elects to purchase. In order to receive the full purchase additive amount, you must purchase a decent, safe, and sanitary dwelling costing at least \$ 0.00

The above amount is based upon the difference between the value of the comparable replacement dwelling offered by the Department (\$ 0.00) and the value of the acquired dwelling on a typical homesite as determined by the Department (\$ 0.00). The value of the acquired dwelling on a typical homesite represents 0 % of the approved appraisal amount for your property, which is \$ 0.00 . If the actual price of the acquired dwelling changes or the displacee purchases a replacement dwelling with a different value, the amount of the purchase additive eligibility may change. This eligibility amount is subject to change if comparable dwellings similar to the property to be acquired are no longer available.

The displacee may also be eligible, when applicable, for compensation of the loss of favorable financing on an existing mortgage in the financing of replacement housing and reimbursement for costs incidental to the purchase of a replacement dwelling. The displacee must purchase and occupy decent, safe and sanitary replacement housing within one year from the later of the date he/she receives this Statement of Eligibility or the date he/she receives payment for the property the Department is acquiring. In condemnation cases, this is the date funds are deposited with the court.

The benefits will not be available until acquisition of the property to be acquired by the Office of Right of Way is complete or, in the case of condemnation, the owner has signed such agreements as are required by the Department of Transportation.

Payments will not be made to persons who purchase a replacement dwelling until they occupy the dwelling and provide a closing statement or other acceptable documentation of the price paid for the replacement unit.

If you are eligible for a replacement housing payment, please see attached Form Number 575-040-05 for location and further information on comparable replacement dwelling(s) offered to you and calculation of replacement housing payment.

Signed: _____

Title: _____

Dated: _____

Receipt Acknowledged by _____

on the _____ day of _____

EXHIBIT A-17

FORM 575-040-00
RIGHT OF WAY - 07/00

In reply refer to:

Date:

ITEM/SEGMENT #:
MANAGING DISTRICT:

Name & Address:

F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

HAZARDOUS SUBSTANCES

Dear Property Owner

In order to further clarify your Relocation Advisory Assistance, we are taking this opportunity to advise you of the Department's position regarding substances which may be classified as hazardous and/or of environmental concern.

If you are not presently registered as a generator of hazardous waste, it is important for you to understand that the abandonment of any hazardous material, its by-products or other related materials will constitute hazardous waste and may put you in violation of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (RCRA) or the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq. (CERCLA or SUPERFUND) or the Florida Resource Recovery and Management Act, Section 403.708 of the Florida Statutes, Sections 403.702-403.73.

A "release" of a hazardous substance, pollutant or contaminant is defined in 42 U.S.C. S9601(22) as follows:

"...any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant), ..."

The Department will not assume the responsibility of disposing of any substance, or containers which have held any substance, that is of environmental concern.

All above-ground and/or underground tanks must be emptied prior to your vacating the subject property. All materials must be moved or disposed of in accordance with all applicable laws and regulations and cannot be abandoned at the subject site.

Your assigned Right of Way Specialist will explain eligible moving expense reimbursements related to hazardous substances and will assist you in every way possible to assure that your move is not only safe, but done to your satisfaction.

Sincerely,

District Relocation Administrator
By:

Receipt Acknowledged

Addressee

Date

9/30/2015

EXHIBIT A-18

FORM 5/75 040 00
RIGHT OF WAY - 04/03

In reply refer to:

Date:

Name & Address

ITEM/SEGMENT #:
 MANAGING DISTRICT:
 F.A.P. #: 05
 STATE ROAD #:
 COUNTY:
 PARCEL #:
 Initiation of Negotiations:
90-DAY LETTER OF ASSURANCE

Dear Property Owner

As you are aware, the State of Florida Department of Transportation is in the process of acquiring right of way for the above-referenced project in your area. It has been determined that you, your family, your business or farm operation, or personal property you may own will need to be relocated from this real property which is needed for the construction of this transportation facility.

To ensure that you receive adequate time to relocate, the Department hereby assures that you will not be required to move from the subject property before at least ninety (90) days have elapsed from the date of receipt of this letter. This assurance applies to you, your family, your business or farm operation, or personal property you may own. Further, you will be given a written notice which will specify the actual date by which the property must be vacated and surrendered to the Department. You will receive this latter notice at least thirty (30) days prior to the date specified.

If you are a residential occupant and have not been offered a comparable replacement dwelling with this letter, you are further assured that you will not be required to move in less than 90 days from the date such a dwelling is made available to you.

It is the sincere desire of the Department to assist you in your relocation necessitated by this acquisition and to answer any questions you may have. Should you desire further information, our Relocation Assistance Office is located at

Sincerely,

District Right of Way Manager

By:

Receipt Acknowledged: _____
 Addressee

 Date

- (1) Original to Property Owner/Tenant
- (2) Acknowledged Copy to District Office Official Record File

EXHIBIT A-19

FORM 579-040-11
RIGHT OF WAY
04/03

Date:

Name & Address:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:
30-DAY NOTICE TO VACATE

Dear Property Owner

By previous notice you have been advised that the Department would provide you with a written thirty (30) day notice of the specific date by which you must vacate and surrender possession of the subject property.

This is to advise that you will be required to vacate and surrender possession of the above referenced property on

Thank you for your continued cooperation.

Yours very truly,

District Right of Way Manager

By:

Receipt Acknowledged: _____
Addressee _____ Date _____

- (1) Original to Property Owner/Tenant
- (2) Copy to District Office Official Record File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MOVING COST TRANSACTION PACKAGE

575-040-21
 RIGHT OF WAY
 09/09

ITEM/SEGMENT #: _____

MANAGING DISTRICT: _____

FAP #: _____

STATE ROAD #: _____

COUNTY: _____

PARCEL #: _____

DISPLACEE NAME: _____

MAKE WARRANT PAYABLE TO: _____

AMOUNT: _____

☐ REGULAR PAYMENT

☐ ADVANCE CLAIM

☐ PARTIAL PAYMENT

☐ ADVANCE PAYMENT

(Balance: _____)

I T E M	DOCUMENT TYPE And Form Number (if applicable)		TYPE OF PAYMENT									P E N D I N G	A T T A C H E D
			ESTIMATES	DIR LOSS/SUB PROP/ BULK-LOW VAL	SELF MOVE	COMMERCIAL MOVE	FIX PAYMENT IN LIEU OF MOVE COST	REESTABLISHMENT EXPENSES	MOVING RELATED EXPENSES	SEARCH EXPENSES	SCHEDULE MOVE COST		
1	APPLICATION AND CLAIM	575-040-23	X	X	X	X	X	X	X	X	X	☐	☐
2	PAYMENT CALCULATION	575-040-20	X	X	X	X	X	X	X	X	X	☐	☐
3	RECEIPT/INVOICES		*		*	X		X	X	X		☐	☐
4	INVENTORY BEFORE MOVE	575-040-17			X	X			X			☐	☐
5	INVENTORY AFTER MOVE	575-040-17			X	X			X			☐	☐
6	MOVE COST PROPOSAL (LOW)	575-040-15	X		*	X						☐	☐
7	MOVE COST PROPOSAL (HIGH)	575-040-15	X		*	X						☐	☐
8	ESTIMATE STAFF (DOT)	575-040-15			*				X			☐	☐
9	SEARCH EXPENSE LOG	575-040-26								X		☐	☐
10	MONITORING REPORT (IF NECESSARY)					X			X			☐	☐
11	PAYMENT SUPPORT			X							*	☐	☐
12	LEASE OR RENT COMP. AGRMT											☐	☐
13	REQUEST FOR VENDOR ID #	575-030-27										☐	☐
	(For Initial Claim)												
	LIST OTHERS AS REQUIRED:												
14												☐	☐
15												☐	☐
16												☐	☐
17												☐	☐

* If applicable X - Required

REMARKS:

PREPARED BY: _____ /
 SIGNATURE/TITLE, FDOT

DATE

REVIEWED BY: _____ /
 SIGNATURE/TITLE, FDOT

DATE

APPROVED BY: _____ /
 SIGNATURE/TITLE, FDOT

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPLACEMENT HOUSING
QUESTIONNAIRE/CERTIFICATION

576-040-13
R.GHT OF WAY
05/03

DISPLACED ADDRESS:		COMPARABLE NO.:	
NUMBER BEING RELOCATED TO THIS UNIT:		DISPLACED'S INCOME:	
ADDRESS OF PROPERTY:		LISTED BY:	
OWNER'S NAME & ADDRESS:		☐ SINGLE ☐ MULTI	☐ M/H ☐ OTHER
ADVERSE ENVIRONMENTAL FACTORS?			
ASKING PRICE:	RENTAL:	% DOWN TO PURCHASE:	LOT SIZE:
	MO.		☐ GARAGE ☐ CARPORT CAR(S)
TYPE OF NEIGHBORHOOD:		DISTANCE TO EMPLOYMENT:	
DISTANCE TO SHOPPING:		DISTANCE TO TRANSPORTATION:	
DISTANCE TO SCHOOL ELEMENTARY:		JR. HIGH: SR. HIGH:	
DISTANCE TO CHURCH OF CHOICE:		FAIR HOUSING ☐ YES ☐ NO	
TOTAL FLOOR SPACE: SQ. FT.		Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, connecting corridors, pantries, if heated and considered part of the main body of the house.	
TYPE OF CONSTRUCTION: ☐ BRICK ☐ FRAME		AGE:	
☐ CONCRETE BLOCK ☐ OTHER		# BEDROOMS: # BATHS: # TOTAL ROOMS:	
HOUSING CODE:			
-IS PROPERTY COVERED BY A LOCAL HOUSING CODE? ☐ YES ☐ NO			
-DOES PROPERTY CONFORM TO CODE? ☐ YES ☐ NO EXCEPTION LIST ATTACHED			
ELECTRICITY:			
-IS THERE A PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? ☐ YES ☐ NO			
HEATING AND AIR CONDITIONING:			
-IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE? ☐ YES ☐ NO			
GIVE TYPE			
-IS INSPECTION BY A HEATING EXPERT NEEDED? ☐ YES ☐ NO			
-IS THERE AN AIR CONDITIONING SYSTEM? ☐ YES ☐ NO			
GIVE TYPE # OF UNITS:			
WATER SUPPLY:			
-IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER? ☐ YES ☐ NO			
GIVE SOURCE			
-IF WELL OR CISTERN, WHEN WAS IT LAST TESTED? RESULTS:			
KITCHEN:			
-DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? ☐ YES ☐ NO			
-DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? ☐ YES ☐ NO			
BATHROOM:			
-IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? ☐ YES ☐ NO			
-DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH CLOSET, AND BATHTUB OR STALL SHOWER? ☐ YES ☐ NO			
-ARE FACILITIES CONNECTED TO: ☐ SEWER ☐ SEPTIC TANK? ☐ YES ☐ NO			
STRUCTURE:			
-IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? ☐ YES ☐ NO			
-IS STRUCTURE ADEQUATELY MAINTAINED? ☐ YES ☐ NO			
-IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? ☐ YES ☐ NO			
-IS STRUCTURE THREE OR MORE STORIES HIGH? ☐ YES ☐ NO			
IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL ☐ YES ☐ NO			
-DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS? ☐ YES ☐ NO			
REMARKS:			
I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET ALL DECENT, SAFE AND SANITARY REQUIREMENTS. ☐ YES ☐ NO			
ANY DETERMINATION MADE BY THE DEPARTMENT THAT A DWELLING MEETS STANDARDS FOR DECENT, SAFE AND SANITARY HOUSING IS MADE SOLELY FOR THE PURPOSES OF DETERMINING ELIGIBILITY FOR REPLACEMENT HOUSING PAYMENTS AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.			
INFORMATION OBTAINED FROM:		AGENT'S SIGNATURE:	
DATE:			
I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF			
AGENT'S SIGNATURE			

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIRECT PAYMENT AGREEMENT575-040-22
RIGHT OF WAY
05/03ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL #: _____

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____,
BY AND BETWEEN (DISPLACEE) _____, LOCATED AT _____, AND
(MOVER/VENDOR) _____, WHOSE
ADDRESS IS _____,
AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

PRIOR TO, OR UPON SUBMISSION OF, AN ITEMIZED BILL FROM THE MOVER/VENDOR FOR SERVICES
RENDERED (PLEASE SPECIFY): _____

THE DISPLACEE WILL EXECUTE A CLAIM PREPARED BY THE DEPARTMENT. THE DEPARTMENT WILL
PROCESS THE CLAIM AND A STATE WARRANT WILL BE ISSUED IN THE NAME OF THE MOVER/VENDOR,
USUALLY WITHIN FOUR (4) TO SIX (6) WEEKS FROM EXECUTION OF THE CLAIM BY THE DISPLACEE.
PAYMENT WILL BE MADE AFTER WORK IS COMPLETED TO THE SATISFACTION OF THE DISPLACEE AND THE
DEPARTMENT.

DISPLACEE'S SIGNATURE_____
MOVER/VENDOR'S SIGNATURE

APPROVED BY:

SIGNATURE/TITLE, FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REPLACEMENT HOUSING PAYMENT DETERMINATION
THREE COMPARABLES METHOD

575-040-05
 RIGHT OF WAY
 10/14
 Page 1 of 2

OCCUPANT & ADDRESS:	ITEM/SEGMENT NO.:
	MANAGING DISTRICT:
	F.A.P. NO.:
	STATE ROAD NO.:
	COUNTY:
	PARCEL #:

DETERMINATION OF REPLACEMENT VALUE IS BASED ON THE FOLLOWING COMPARABLES WHICH ARE DECENT, SAFE AND SANITARY, FUNCTIONALLY EQUIVALENT AND SUBSTANTIALLY THE SAME AS THE ACQUIRED DWELLING, FAIR HOUSING (OPEN TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN), REASONABLY ACCESSIBLE TO PUBLIC SERVICES AND THE DISPLACEE'S PLACE OF EMPLOYMENT, IN AN EQUAL OR BETTER NEIGHBORHOOD WHICH IS NOT SUBJECT TO UNREASONABLY ADVERSE ENVIRONMENTAL FACTORS, AND IS CURRENTLY AVAILABLE ON THE OPEN MARKET WITHIN THE FINANCIAL MEANS OF THE DISPLACEE. (SEE ATTACHED COPIES OF FORM 575-040-13 "REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION," FOR EACH COMPARABLE LISTED BELOW.) IF NEEDED, THE DEPARTMENT WILL PROVIDE TRANSPORTATION TO DISPLACEE TO INSPECT THE REPLACEMENT DWELLINGS BEING OFFERED.

COMPARABLE NO. 1:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 2:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

COMPARABLE NO. 3:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: \$	MONTHLY RENTAL: \$

A. TENURE:

SUBJECT PROPERTY: ☐ OWNER ☐ TENANT
 REPLACEMENT PROPERTY: ☐ OWNER ☐ TENANT ☐ RETENTION
 ELIGIBILITY BASED UPON: ☐ 90 DAYS ☐ 90 DAYS
☐ LESS THAN 90-DAY OCCUPANT

B. SUBJECT PROPERTY VALUATION:

☐ APPRAISAL \$
☐ PARTIAL TAKING \$
☐ HIGHEST AND BEST USE \$
☐ ECONOMIC RENT (MONTHLY) INCLUDING UTILITIES \$
☐ ACTUAL RENT (MONTHLY) INCLUDING UTILITIES \$
 TOTAL MONTHLY INCOME x 30% (\$ x 30%) \$
 BASE MONTHLY RENTAL \$

C. COMPARABLE VALUE ANALYSIS: PURCHASE ADDITIVE

BASED UPON CURRENT SELLING PRICE OF:

COMPARABLE NO. 1 \$
 COMPARABLE NO. 2 \$
 COMPARABLE NO. 3 \$

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1) \$
 LESS: SUBJECT PROPERTY VALUATION \$
 EQUALS: AMOUNT OF PURCHASE ADDITIVE PAYMENT \$

D. COMPARABLE VALUE ANALYSIS: RENTAL ASSISTANCE

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:

COMPARABLE NO. 1 \$
 COMPARABLE NO. 2 \$
 COMPARABLE NO. 3 \$

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1) \$
 LESS: SUBJECT PROPERTY BASE MONTHLY RENTAL \$
 EQUALS: RENT DIFFERENTIAL \$

EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT \$ X 42

E. DOWN PAYMENT COMPUTATION:

VALUE OF REPLACEMENT DWELLING \$
 DOWN PAYMENT REQUIRED: _____ %
 AMOUNT OF PAYMENT \$
 (MORTGAGE AMOUNT _____; INTEREST RATE _____ %, # months _____)

I UNDERSTAND THAT THIS DETERMINATION OF A REPLACEMENT HOUSING PAYMENT IS TO BE USED IN CONNECTION WITH A DEPARTMENT TRANSPORTATION PROJECT AND I CERTIFY THAT I HAVE NO DIRECT OR INDIRECT, PRESENT OR CONTEMPLATED FUTURE PERSONAL INTEREST IN THIS PROPERTY OR IN ANY BENEFIT FROM THE ACQUISITION OF THIS PROPERTY.

SIGNATURE

TITLE

DATE

SUBMITTED: _____
 REVIEWED: _____
 APPROVED: _____

REMARKS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PERSONAL PROPERTY INVENTORY

575-040-17
RIGHT OF WAY
05/03

☐ PRE-MOVE ☐ POST-MOVE

DISPLACEE NAME: _____

ITEM/SEGMENT #: _____

MANAGING DISTRICT: _____

F.A.P. #: _____

STATE ROAD #: _____

COUNTY: _____

PARCEL: _____

DISPLACEMENT SITE ADDRESS:	REPLACEMENT SITE ADDRESS:

This list of personal property is submitted in support of move cost expenses estimated and/or claimed. The undersigned certifies that it accurately reflects personal property ☐ to be moved ☐ actually moved in connection with this subject location. Further, the displacee certifies that all bills, receipts, invoices, etc. reflect the actual reasonable cost(s) involved in moving this inventory, and/or the actual reasonable charges made for services.

QUANTITY

DESCRIPTION

QUANTITY

DESCRIPTION

[illegible]

PRE-MOVE INVENTORY CONFIRMATION

DISPLACEE'S SIGNATURE

DATE _____

DISPLACEE'S SIGNATURE

DATE _____

SIGNATURE/TITLE, FDOT

DATE _____

SIGNATURE/TITLE, FDOT

DATE _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MOVING EXPENSE CALCULATION AND PAYMENT DETERMINATION

575-040-20
RIGHT OF WAY
OGC - 08/15

☐ BUSINESS ☐ FARM ☐ INDIVIDUAL OR FAMILY ☐ PERSONAL PROPERTY ONLY	ITEM/SEGMENT #: _____ MANAGING DISTRICT: _____ F.A.P. #: _____ STATE ROAD #: _____ COUNTY: _____ PARCEL #: _____
CURRENT ADDRESS: _____	
NEW LOCATION ADDRESS: _____	
DISTANCE OF MOVE: _____	
DESCRIPTION OF MERCHANDISE AND/OR SERVICE RENDERED: _____	
A. COMMERCIAL MOVE/SELF MOVE/MOVING RELATED EXPENSES: RECEIPTED BILLS/INVOICES _____ TOTAL AMOUNT \$ _____	
B. SCHEDULE AMOUNT: 1. FURNISHED: 1 ROOM @\$750 2 ROOMS @\$900 3 ROOMS @\$1075 4 ROOMS @\$1250 5 ROOMS @\$1400 6 ROOMS @\$1550 7 ROOMS @\$1600 8 ROOMS @\$1850 PLUS NUMBER ADD'L ROOMS _____ X \$300 = \$ _____ 2. UNRISHED: 1 ROOM @\$500 PLUS NUMBER ADD'L ROOMS _____ X \$150 = \$ _____ 3. COMBINATION: BEGIN WITH UNFURNISHED USING ABOVE APPROPRIATE AMOUNTS = \$ _____ PLUS NUMBER FURNISHED ROOMS _____ X \$150 = \$ _____	
C. ESTIMATE BY: ☐ COMMERCIAL MOVER OR ☐ DOT: MAN HOURS _____ X RATE PER MAN HOURS \$ _____ = \$ _____ TYPE OF VEHICLE _____ # OF HRS. _____ X RATE PER VEHICULAR HR. \$ _____ = \$ _____ C W T _____ @ \$ _____ = \$ _____ SUBCONTRACTED SERVICES: _____ = \$ _____ _____ = \$ _____	
D. DIR LOSS/SUB PROP/BULK-LOW VAL: 1. REPLACEMENT COST OF PERSONAL PROPERTY _____ = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY _____ = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE _____ = \$ _____ (BUSINESS DISCONTINUED): 1. DEPRECIATED VALUE OF PROPERTY IN PLACE _____ = \$ _____ 2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY _____ = \$ _____ MOVE ALLOWANCE IF LESS THAN "C" ABOVE _____ = \$ _____	
E. ADVERTISING SIGNS: 1. ESTIMATED COST TO MOVE (FROM SECTION "C" ABOVE) _____ = \$ _____ 2. DEPRECIATED REPRODUCTION COST, LESS SALE PROCEEDS, IF APPLICABLE _____ = \$ _____ ALLOWANCE IF SIGN IS NOT MOVED _____ = \$ _____	
F. FIX PAYMENT IN LIEU OF MOVE COST (\$40,000 LIMIT) NET EARNINGS FOR 2 YEARS PRECEDING TAXABLE YEAR BUSINESS IS RELOCATED: _____ \$ _____ _____ \$ _____ TOTAL _____ \$ _____ AVERAGE _____ \$ _____ LESS THAN 2 YEARS OPERATION (WITHIN 2 TAXABLE YEARS PERIOD): NET EARNINGS: \$ _____ DIVIDED BY MONTHS _____ EQUALS \$ _____ X 12 EQUALS TOTAL \$ _____	
G. SEARCH EXPENSES (\$2,500 LIMIT) 1. TRANSPORTATION AND MEALS _____ = \$ _____ 2. LODGING AWAY FROM HOME _____ = \$ _____ 3. TIME SPENT SEARCHING (REASONABLE SALARY) _____ = \$ _____ 4. FEES PAID TO REAL ESTATE AGENT/BROKER _____ = \$ _____	
H. REESTABLISHMENT EXPENSES (\$25,000 LIMIT) 1. REPAIRS, MODIFICATION _____ = \$ _____ 2. UTILITIES _____ = \$ _____ 3. INCREASED OPERATING COSTS _____ = \$ _____ 4. OTHER _____ = \$ _____	
STORAGE CHARGES \$ _____ TOTAL AMOUNT OF MOVE CLAIM \$ _____ THE UNDERSIGNED CERTIFY THAT MOVING COSTS INCLUDE: DISMANTLING, DISCONNECTING, CRATING, LOADING, TRANSPORTING, UNLOADING, RECONNECTING, AND REINSTALLING OF PERSONAL PROPERTY, INCLUDING SERVICE CHARGES IN CONNECTION THEREWITH, IF APPLICABLE, EXCLUSIVE OF THE COST OF ANY ADDITIONS, IMPROVEMENTS, ALTERATIONS OR OTHER PHYSICAL CHANGES IN OR TO ANY STRUCTURE AT THE NEW LOCATION.	
RELOCATEE SIGNATURE REQUIRED FOR FOOT ESTIMATE _____	
SUBMITTED BY: _____	
APPROVED BY: _____	
SIGNATURE	TITLE
DATE	

Rule 14-66.007, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

575-040-14
RIGHT OF WAY
OGC - 05/15Displacee Address: _____
Make Warrant Payable to: _____ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL: _____

Warrant Amount: _____

The undersigned, herein referred to as Claimant regardless of number, hereby makes application for replacement housing payment authorized by the Department of Transportation, State of Florida, County of _____, to wit in support of said application claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon Department request can provide documentation verifying legal residency.
2. That claimant ☐ owned and occupied ☐ rented and occupied the above referred to property for not less than ☐ 90 days prior to the initiation of negotiations by the State of Florida Department of Transportation for the acquisition of said property.
3. That claimant was required to move from the aforesaid property on _____, and purchased or rented a replacement dwelling on _____. The replacement dwelling located at _____ was occupied on _____.
4. That claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.
5. That the total number of persons, including claimant, displaced by the acquisition of the former dwelling by the State of Florida, Department of Transportation is _____.
6. Claimant requests that the payment in the amount of _____, applied for herein be made to (check one)
☐ claimant ☐ other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

7. That claimant will permit representatives of the State of Florida Department of Transportation to inspect the replacement dwelling at reasonable times.
8. Claimant agrees the amount of any settlement or final judgment rendered in claimant's behalf in any condemnation proceeding shall be reduced so ____%¹ of the final settlement or judgment amount for your property plus the replacement housing payment (RHP) herein claimed does not exceed \$ _____.² Claimant hereby understands and agrees the amount reduced from any settlement or final judgment cannot be more than the total amount of the RHP claimed.
9. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by the Department at its office located at:

D.O.T. AGENT _____

Claimant Signature _____

STATE OF FLORIDA
COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification, and who did take an oath.

Notary Public in and for the County and State last aforesaid.
My commission expires: _____
Serial No., if any: _____
Notary Signature: _____

¹ (Enter the percentage of the total appraised amount equal to the computed carve-out. If there is no carve-out, enter 100%.)

² (Enter the lesser of the cost of the number one comparable identified in the original Replacement Housing Payment Determination/Truce Comp Method or the replacement dwelling selected.)

575-040-23
RIGHT OF WAY
04/03

☐	PERSONAL PROPERTY ONLY
☐	INDIVIDUAL OR FAMILY
☐	BUSINESS
☐	FARM
☐	NONPROFIT

ITEM/SEGMENT NO.:
MANAGING DISTRICT:
F.A.P. NO.:
STATE ROAD NO.:
COUNTY:
PARCEL #:

CLAIM TYPE APPLIED FOR:		AMOUNT APPLIED FOR:
☐ COMMERCIAL MOVE		\$ _____
☐ MOVING RELATED EXPENSES		\$ _____
☐ SCHEDULE MOVE COSTS		\$ _____
☐ SELF MOVE		\$ _____
☐ DIR LOSS/SUB PROP/BULK-LOW VAL		\$ _____
☐ SEARCH EXPENSES		\$ _____
☐ FIX PAYMENT IN LIEU OF MOVE CST		\$ _____
☐ REESTABLISHMENT EXPENSES		\$ _____
☐ MOVE COST ESTIMATES		\$ _____
TOTAL AMOUNT CLAIMED		\$ _____
TOTAL AMOUNT ALLOWED		\$ _____
DIFFERENCE		\$ _____
PARCEL VACATE DATE _____		Subject Address: _____
Relocation services complete with this claim? ☐ YES ☐ NO		_____
ADVANCED PAYMENT? ☐ YES ☐ NO		_____
SUIT STYLE: _____		Replacement Address: _____
DOT File # _____		_____
LEASE/STORAGE FROM _____ TO _____		_____

MAKE CHECK PAYABLE TO _____

- A. CLAIMANT CERTIFIES THAT HE/SHE IS A LEGAL RESIDENT OF THE UNITED STATES, AND UPON DEPARTMENTAL REQUEST CAN PROVIDE DOCUMENTATION VERIFYING LEGAL RESIDENCY.
- B. THE ABOVE INFORMATION AND ALL OTHER INFORMATION SUBMITTED HERewith IS TRUE AND CORRECT AND ACCURATELY REFLECT MOVING SERVICES ACTUALLY PERFORMED;
- C. THAT NO REIMBURSEMENT OR COMPENSATION HAS BEEN RECEIVED FOR THE AMOUNT OF THIS CLAIM OR ANY PART THEREOF; AND NONE IS CLAIMED OTHER THAN THE CLAIM HEREIN; AND
- D. IF AN IN LIEU OF CLAIM IS SELECTED, THE CLAIMANT HAS NOT, NOR DOES HE/SHE INTEND TO AMEND OR REVISE THE INCOME TAX RETURNS SUBMITTED HERewith; AND FURTHER CERTIFIES THAT THE CLAIMANT HAS NOT RECEIVED NOTICE OR OTHER INDICATION THAT SAID RETURNS ARE OR MAY BE INCORRECT.
- E. IF ADVANCE PAYMENT IS MADE PRIOR TO THE MOVE, THE CLAIMANT WILL COMPLY WITH FDOT RIGHT OF WAY RELOCATION PROCEDURE 575-000-000, SECTION 9.3, PAYMENT FOR MOVING AND RELATED EXPENSES, IN THE MOVING OF PERSONALTY FROM THE ACQUIRED PROPERTY. I FURTHER CERTIFY THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR ITEMS LISTED ON THIS CLAIM.
- F. THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR REIMBURSEMENT FOR ITEMS, OR PARTS OF ITEMS, AS THEY ARE LISTED IN THIS CLAIM;
- G. CLAIMANT HAS BEEN ADVISED THEIR CLAIM WILL BE REVIEWED FOR APPROVAL OF PAYMENT WITHIN 10 WORKING DAYS OF RECEIPT BY THE DEPARTMENT AT ITS OFFICE LOCATED AT:

CLAIMANT NAME _____
CLAIMANT SIGNATURE _____ DATE _____
ADDRESS _____

I HEREBY CERTIFY:

☐ THE PERSONAL PROPERTY HAS BEEN REMOVED, OR WORK HAS BEEN COMPLETED, AS STATED.

☐ THE CLAIMANT IS ELIGIBLE FOR RELOCATION MOVING EXPENSES CLAIMED.

SUBMITTED _____ DATE _____

D.O.T. AGENT SIGNATURE _____

REVIEWED: _____

SIGNATURE	TITLE	DATE
-----------	-------	------

APPROVED: _____

SIGNATURE TITLE DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SEARCH EXPENSE ITEMIZATION

575-040-16
 RIGHT OF WAY
 08/05

ITEM/SEGMENT #: _____

MANAGING DISTRICT: _____

F.A.P. #: _____

STATE ROAD #: _____

COUNTY: _____

PARCEL: _____

DISTRICT:	RELOCATEE TYPE: ☐ OWNER ☐ TENANT	STATE ROAD NO.:
DISPLACEE NAME:	ADDRESS:	TELEPHONE NO.:

Dear Displacee:

In order for you to claim search expenses, you must provide the Department with information as indicated below. If additional space is needed for itemized search data, please use 575-040-16 (your signature is required on each sheet). You must submit support for the wage rate used for the person doing the search, such as salary check stubs, income tax returns, etc. Under the law, the maximum amount allowable for search expense is \$2,500.00.

	DATE(S) OF SEARCH	ADDRESS OF SITE VISITED	TOTAL TRIP DISTANCE	HOURS	X	HOURLY WAGE RATE	EXPENSE AMOUNT
1.	_____	_____	_____	_____	X	\$ _____	\$ _____
2.	_____	_____	_____	_____	X	\$ _____	\$ _____
3.	_____	_____	_____	_____	X	\$ _____	\$ _____
4.	_____	_____	_____	_____	X	\$ _____	\$ _____
5.	_____	_____	_____	_____	X	\$ _____	\$ _____
6.	_____	_____	_____	_____	X	\$ _____	\$ _____
7.	_____	_____	_____	_____	X	\$ _____	\$ _____
8.	_____	_____	_____	_____	X	\$ _____	\$ _____
9.	_____	_____	_____	_____	X	\$ _____	\$ _____

TOTAL MILES DRIVEN X MILEAGE RATE

_____ X \$ _____ / MILE = \$ _____

SUBTOTAL(S) OF OTHER PAGE(S) \$ _____

SUBTOTAL OF THIS PAGE \$ _____

TOTAL SEARCH EXPENSE DOCUMENTED \$ _____

TOTAL SEARCH EXPENSE REIMBURSED \$ _____

I HEREBY CERTIFY THE ABOVE STATEMENTS AND DOCUMENTATION TO BE TRUE AND CORRECT.

DISPLACEE'S SIGNATURE _____

DATE _____

SIGNATURE/TITLE, FDOT _____

DATE _____

EXHIBIT A-29

FORM 575-040-33
RIGHT OF WAY - 04/03
Page 1 of 2

In reply refer to:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:
NOTICE OF CLAIM DENIAL/RIGHT TO APPEAL

Dear

You have recently requested or claimed the following relocation assistance eligibility or payment from the Florida Department of Transportation:

This letter serves as official written notification that your claim has been denied for the following reason(s):

If you disagree with the determination of your eligibility or payment amount, you have the right to file a written appeal with the Department pursuant to Rule Chapter 14-66, Florida Administrative Code, and the Right of Way Manual, Section 9.2.23. This is a two step process as follows:

1. You may submit a written appeal to the Department's State Relocation Administrator who will conduct a review of your case. Your appeal should be directed to:

State Relocation Administrator
Florida Department of Transportation
Office of Right of Way
605 Suwannee Street, M.S. 22
Tallahassee, Florida 32399-0450

You must file your written appeal not later than sixty (60) days after you receive this written notification that your claim has been denied. Failure to submit your written appeal within this time may result in a denial of your claim. The State Relocation Administrator will review your case and may contact you for additional information. You will be notified of the outcome of this review in approximately sixty (60) days from the date of receipt of your written appeal by the State Relocation Administrator.

2. If the State Relocation Administrator denies your claim, he/she will advise you of your right to appeal that decision under Section 120.569 and 120.57, Florida Statutes. You may request either a formal hearing pursuant to Section 120.57(1), F.S., if you disagree with the facts as stated, or an informal proceeding pursuant to Section 120.57(2), F.S., if you do not dispute the facts stated, but disagree with the Department's decision. Any request for a formal hearing or informal proceeding must be made in writing and directed to:

Clerk of Agency Proceedings
Florida Department of Transportation
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

You must file your written request for an administrative hearing not later than twenty-one (21) days after you receive written notification from the State Relocation Administrator that your claim has been denied. If your request for a formal hearing or informal proceeding is not received by the Clerk of Agency Proceedings within this time, final agency action will be taken as indicated herein. The written request for hearing must contain your name and address, a statement that you are requesting a formal hearing or an informal proceeding, and a statement setting forth all the facts which you dispute if a formal hearing is requested.

Sincerely,

District Relocation Administrator

By:

Receipt Acknowledged: _____
Addressee

_____ Date

- (1) Original to Property Owner/Tenant
- (2) Copy to Parcel File
- (3) Copy to State Relocation Administrator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**525-010-32
PROGRAM MANAGEMENT
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SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D517 008 B

CONTRACT NO.

G0140

FEDERAL AWARD DATE

12/12/2016; 10/18/2019; 10/25/2019

FPN

434916-1-48-01

RECIPIENT DUNS NO.

07-048-1952

Recipient, City of Kissimmee and State of Florida, Department of Transportation, desires to supplement the original Agreement entered into and executed on January 4, 2017 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name West Oak Street Intersection Improvements Length ~0.520 miles

Termini See below Description of Work

Description of Work:

The project involves Right of Way services by the City of Kissimmee in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support of 6 parcel owners within the project limits. The additional Right of Way will accommodate the construction of new roadway lanes, drainage modifications, bike lane, and sidewalk. Project limits extend along Oak Street approximately 1375-ft west and east of the intersection with John Young Parkway for a total approximate length of 2750-ft.

The Agency shall at all times supply any necessary legal assistance related to the acquisition of property pursuant to this Agreement. This includes the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate the City of Kissimmee as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

All costs and expenses associated with activities undertaken pursuant to this Agreement shall be borne directly by the Agency with the funding provided under the terms of the Agreement.

The Agency retains ultimate settlement authority over any acquisition.

The Agency will make available to the Department any and all documents, records, correspondence, notes, e-mails, and papers associated with the acquisition of each parcel. The Agency shall complete a 'Local Agency Program Right of Way Acquisition Worksheet' (attachment Exhibit 'A-1') for each parcel on the project using the attached forms as referenced within Exhibit 'A-1'. The other four worksheets listed below in the 'SPECIAL CONSIDERATIONS BY DEPARTMENT' section are to be completed for each parcel to be acquired (as applicable), hereunder, with all relevant documentation to support the information provided on the worksheet.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Right of Way Acquisition and Relocation brochures can be printed from <http://www.fdot.gov/rightofway/Documents.shtm> as necessary. The Agency will provide all expert support necessary for the entire acquisition process.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Additional federal funding in the amount of \$3,380,150.00 is being added for a total amount of \$5,059,283.00 in federal funding to equal the Recipient's revised estimate of right of way costs. Local funding will be reduced by (\$400,000.00) leaving \$0.00 in local funding. Said revisions are reflected in the Adjusted Schedule of Financial Assistance, attached hereto and incorporated herein as Exhibit "B", and in Exhibit "E", Federal Financial Assistance (Single Audit Act). Exhibit "E" replaces Exhibit "1" of the original agreement.
2. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee
101 North Church Street
Kissimmee, Florida 34741-5013

FINANCIAL PROJECT NUMBER: 434916-1-48-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: () FY: () FY: ()						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way FY: 2016-2017 (LAP) FY: 2016-2017 (LAP) FY: 2019-2020 (LAP)	\$1,679,133.00 \$400,000.00 \$0.00	\$0.00 (\$400,000.00) \$3,380,150.00	\$1,679,133.00 \$0.00 \$3,380,150.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$1,679,133.00 \$0.00 \$3,380,150.00
Total Right-of-Way Cost	\$2,079,133.00	\$2,980,150.00	\$5,059,283.00	\$ 0.00	\$ 0.00	\$5,059,283.00
Construction FY: () FY: () FY: ()						
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI) FY: () FY: () FY: ()						
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase) FY: () FY: () FY: ()						
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$2,079,133.00	\$2,980,150.00	\$5,059,283.00	\$ 0.00	\$ 0.00	\$5,059,283.00

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

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

Allison Godwin
District Grant Manager Name

Signature

Date

Allison M. Godwin 11/18/2019 | 6:41 AM EST
EBBCD456A754442

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

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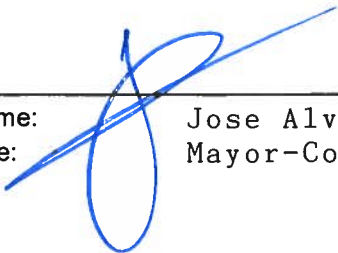
IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jose Alvarez
Title: Mayor-Commissioner



DocuSigned by:

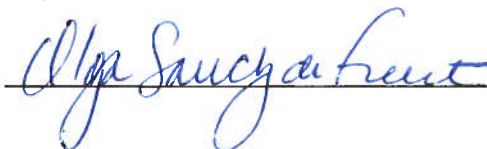
Loreen C. Bobo, P.E.

By: _____

Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development
11/18/2019 | 8:22 AM EST
Date: _____

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Legal Review:



DocuSigned by:

Daniel McDermott

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
OGC – 10/18
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EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 22-2019**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE LOCAL AGENCY PROGRAM AGREEMENT (LAP), FPN 434916-1-48-01**

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to supplement the Original LAP Agreement entered and executed on January 4, 2017, for the West Oak Street Intersection Improvements; and

WHEREAS, the project involves right of way acquisition by the City of Kissimmee to accommodate the construction of roadway lanes, drainage modifications, bike lanes, and sidewalks along Oak Street, and east of the intersection with John Young Parkway.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Kissimmee, Florida, a Florida Municipal corporation, that:

Section 1. The foregoing recitals are true, correct legislative findings incorporated by this reference.

Section 2. The City Commission does hereby authorize the Mayor to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement for the aforementioned project, FPN 434916-1-48-01

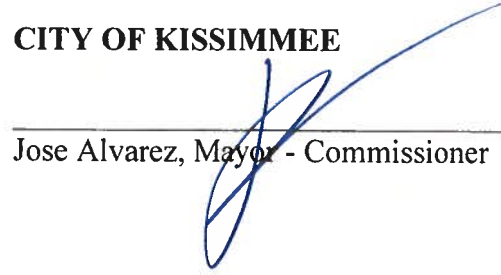
Section 3. The City Commission further authorizes the City Manager to execute any subsequent documentation and amendments to the State of Florida Department of Environmental Protection the Recreational Trails Program Agreement that may be required in furtherance and for completion of the construction project, T18009.

DONE AND RESOLVED this 5th day of November 2019.

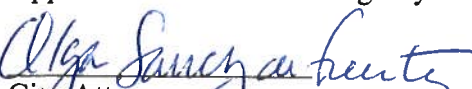
ATTEST:


City Clerk

CITY OF KISSIMMEE


Jose Alvarez, Mayor - Commissioner

Approved as to Form & Legality:


City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$5,059,283.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

To: Ta'rika.Green@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G0I40

11/15/2019

CONTRACT INFORMATION

Contract:	G0I40
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348023
Beginning Date of This Agreement:	01/04/2017
Ending Date of This Agreement:	08/31/2020
Contract Total/Budgetary Ceiling:	ct = \$5,059,283.00
Description:	Right of Way Acquisition Services for West Oak Street Intersection Improvements at John Young Parkway

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/15/2019

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55053010541
Expansion Option:	N4
Object Code:	780000
Amount:	\$3,380,150.00
Financial Project:	43491614801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2020
Budget Entity:	55100100
Category/Category Year:	088777/20
Amendment ID:	S001
Sequence:	00
User Assigned ID:	1
Enc Line (6s)/Status:	0003/04

Total Amount: \$3,380,150.00

Certificate Of Completion

Envelope Id: C05E489F75064DC3BC3FF55C4DC39EFF

Status: Completed

Subject: Please DocuSign: SA#1 434916-1-48-01 City Signed.pdf

Contract Number (ex. C9A12, optional): G0I40

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 434916-1-48-01

Office (contact Procurement if add is needed):

Program Management

Source Envelope:

Document Pages: 8

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Allison Godwin

AutoNav: Enabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

allison.godwin@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking

Status: Original

Holder: Allison Godwin

Location: DocuSign

11/18/2019 6:32:50 AM

allison.godwin@dot.state.fl.us

Signer Events

Allison Godwin

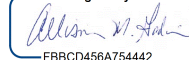
allison.godwin@dot.state.fl.us

Florida Department of Transportation

Security Level: Email, Account Authentication
(None)

Signature

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Timestamp

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Signature Adoption: Uploaded Signature Image

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Electronic Record and Signature Disclosure:

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Daniel McDermott

Daniel.McDermott@dot.state.fl.us

Senior Attorney

FL DOT

Signing Group: D5 General Law Legal Group

Security Level: Email, Account Authentication
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Loreen C. Bobo, P.E.

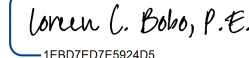
loreen.bobo@dot.state.fl.us

District 5 Director of Transportation Development

Florida Department of Transportation

Security Level: Email, Account Authentication
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DocuSigned by:



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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kim Kipp kim.kipp@dot.state.fl.us Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/18/2019 6:41:48 AM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/18/2019 6:41:48 AM
Lisa Buscher lisa.buscher@dot.state.fl.us Holly Lopenski holly.lopenski@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious Johnson Precious.Johnson@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/18/2019 8:22:04 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/18/2019 8:22:05 AM
Signing Complete	Security Checked	11/18/2019 8:22:05 AM
Completed	Security Checked	11/18/2019 8:22:05 AM
Payment Events	Status	Timestamps

ITEM 7.H**LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE CONNECT KISSIMMEE COMPLETE STREETS PROJECT****Request**

Approval of the attached Resolution and Local Agency Program (LAP) agreement authorizing the Mayor to execute and deliver the agreement and further authorizing the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation (FDOT) for the design of Connect Kissimmee Complete Streets project (FPN 437472-2-38-01).

Explanation

This project consists of the design of improvements to provide safety and efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are along Emmett Street, Broadway and Main Street from John Young Parkway (US 17/92) to Vine Street (US 192). The total project length is approximately 1.452 miles. The project scope is based on Alternative Number No.1 from the 2017 Corridor Study.

The design improvements will include milling & resurfacing along with the reconfiguration of the existing typical section to accommodate new bike lanes along Emmett Street, shared bike lanes (sharrows) along Broadway, and increased width of the existing bike lanes along Main Street. A roundabout is proposed at the intersection of Emmett Street/Stewart Avenue/Ruby Avenue. The roundabout will require the reconfiguration of the Police Station parking lot and circulation drive. The traffic signal mast arms at the intersection of Neptune Road and Broadway will also be replaced.

Additional lighting is proposed along the corridor within the project limits. There will also be design improvements to side streets which will include reduction of lane widths, reconstructed on-street parking with roadway pavers and 8-inch ribbon curb to designate parking locations, similar to the side streets on the other side of Broadway. One full span overhead gateway located at the intersection of Emmett Street and John Young Parkway will be designed to match the intersection of Main Street and Vine (US 192). A vertical gateway with black ironwork and mirroring the current signage located in Downtown Kissimmee will be designed to distinguish the Historic Downtown area.

FDOT has programmed \$1,530,512 for the design of the Connect Kissimmee Complete Streets project. This amount includes items for reimbursement totaling \$1,430,000 and items not eligible for the amount of \$100,512 found to be essential to complete the project. All ineligible items will be funded by the City through the Development Services Department budget.

The design estimate (current programmed amount for design) may change once ongoing negotiations with the consultant are complete. The City plans to request additional funds from MetroPlan Orlando to cover the difference, if needed, and anticipates receiving those additional funds.

Recommendation

Staff recommends approval of the attached resolution and LAP agreement authorizing the Mayor to execute and deliver the agreement and further authorizing the City Manager to execute and deliver

any subsequent documentation and amendments to FDOT for the design of Connect Kissimmee Complete Streets project (FPN 437472-2-38-01).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. LAP Agreement for Connect Kissimmee Complete Streets - 437472-2-38-01
2. LAP Resolution - Connect Kissimmee Complete Streets project

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>437472-2-38-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D521 065 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>SU/LF</u>	Fund: _____	Fund: _____
Org Code: <u>55053010541</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088849</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____

County No: 92 Contract No: _____

Recipient Vendor No: F596000348006 Recipient DUNS No: 07-048-1952

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Kissimmee ("Recipient").

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 Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Connect Kissimmee Complete Streets, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; 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. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient 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 after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,530,512.00 (One Million Five Hundred Thirty Thousand Five Hundred Twelve Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,430,000.00 (One Million Four Hundred Thirty Thousand Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient 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"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was 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. 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 Disbursement Handbook for Employees and Managers.
 - f. 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 or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient 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

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services are received, inspected, 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), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient 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 Agencies 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.** The Recipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** 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 which it has with the Recipient owing such amount if, upon 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.
- k.** The Recipient 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.
- l.** 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, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** 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:

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"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."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient 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 arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient 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 limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- 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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, 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 Recipient 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 Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient 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 Recipient 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 Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources obtained from other than federal entities).
- iv. The Recipient 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, and this Agreement. 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 Recipient'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 Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient 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 Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient'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
- c. The Recipient 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, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, 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.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient'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. If the Department intends to terminate the Agreement, the Department shall notify the Recipient 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 Recipient 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 Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient 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 Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, 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 Recipient and its contractors agree to ensure that DBE's 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 DBE's have the opportunity to compete for and perform contracts. The Recipient 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.

12. Compliance with Conditions and Laws:

The Recipient 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. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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.
- d. 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.
- e. 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 Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to 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 combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. 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 Recipient 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 Agreement. Policies that include Self Insured Retention 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.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient 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 Recipient 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.
- d. 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.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient 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 Recipient during the term of the contract; and
 - ii. expressly require any contractor and 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.
- n. 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.
- o. The Parties agree 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.
- p. If the Project is procured pursuant to Chapter 255 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

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

RECIPIENT CITY OF KISSIMMEE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Mike Steigerwald
Title: City Manager,

By: _____

Name:
Title:

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 437472-2-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Kissimmee (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

This project consists of the design of safety improvements and to provide efficient operations for all modes of transportation within the downtown Kissimmee area. Project limits are along Emmett Street, Broadway and Main Street from John Young Parkway (US 17/92) to Vine Street (US 192). Total project length is approximately 1.452 miles. Project scope is based on alternative number 1 from the corridor study that was previously performed.

Design includes reconfiguration of existing typical section to accommodate bike lanes along Emmett Street, while Broadway will include sharrows, and Main Street travel lanes widths will be reduced to increase existing bike lane widths. Bike lanes are to be included in the design along Emmett Street and Main Street. Electric vehicle charging stations shall be included anywhere along the corridor where feasible. The addition of a north westbound left turn lane at Broadway and Neptune Road is also to be included in the design. All three roadways include milling and resurfacing, signage and striping, drainage improvements, sidewalk improvements, and landscaping of some medians. On-street parking along Broadway is to remain. Access management is to remain unchanged. Tabled intersections (with contrasting pavement type) are proposed at the following intersections:

- Emmett Street and Dillingham Avenue
- Emmett Street and Clyde Avenue
- Emmett Street and Rose Avenue
- Emmett Street and Orlando Avenue
- Broadway and Darlington Avenue
- Broadway and Monument Avenue
- Broadway and Dakin Avenue
- Broadway and Sproule Avenue
- Main Street and Park Street
- Main Street and Lake Street
- Main Street and Magnolia Street

A roundabout shall be designed at Emmett Street and Stewart Avenue/Ruby Avenue. The roundabout will impact the parking lot of the City's Police Station and will require reconfiguration of the parking lot and circulation route. Replacement of mast arms at the intersection of Neptune Road and Broadway is anticipated. Signal retiming for all traffic signals within the project limits is to be included. Design will include pedestrian signal and detectors at some intersections. When applicable, rapid flashing beacons shall be installed at intersections throughout the corridor to increase pedestrian safety.

Crosswalks are anticipated at intersections along the corridor. Additional lighting is proposed along the project limits.

Side street improvements are proposed for the following locations:

- West Sproule Avenue from Broadway to Church Street
- Dakin Avenue from Broadway to Church Street
- Monument Avenue from Broadway to Church Street
- Stewart Avenue from Broadway to Mabbette Street/Church Street
- West Darlington Avenue from Broadway to Stewart Avenue
- East Darlington Avenue from Broadway to Pleasant Street

Design improvements include milling and resurfacing side streets to reduce lane widths. The side streets have existing on-street parking areas that are to be reconstructed with roadway pavers and 8-inch ribbon curb to designate parking locations. Driveways, sidewalk, and curb ramps along the side streets are to be reconstructed. Bulb outs are anticipated in some locations where feasible. Signage and striping to be included in the design as well.

One full span overhead gateway located at the intersection of Emmett Street and John Young Parkway shall be designed to match the intersection of Main Street and US 192. A vertical gateway with black ironwork and mirroring the current signage located in Downtown Kissimmee shall be designed to distinguish the Historic Downtown area.

The City shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) checklist. The City shall not be responsible for filling out the checklist. FDOT will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE checklist shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

All pedestrian improvements are to meet ADA criteria. The design services shall include survey, subsurface utility exploration, and geotechnical work. Utility and transit coordination will be required. Coordination for permitting with the Water Management District and Army Corps of Engineers will be anticipated. Right of way acquisition is anticipated and will require surveying and mapping efforts during design.

The following items are not eligible for federal reimbursement:

- Electric vehicles charging stations
- Vertical gateway feature
- Proposed improvements on the side streets that are not on the federal aid system (West Sproule Avenue, Dakin Avenue, West Darlington Avenue, and East Darlington Avenue)

These items will have to be locally funded and shall be broken out accordingly.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right of way related maps and is a depiction of the right of way survey field work performed for a specific transportation project.

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 30% Plans Submittal to be completed by May 31, 2022.
- b) 60% Plans Submittal to be completed by September 5, 2022.
- c) 90% Plans Submittal to be completed by December 6, 2022.
- d) Final Plans Submittal to be completed by February 1, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Post design services will not be reimbursed.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Kissimmee 101 Church Street, Suite 301 Kissimmee, Florida 34741-5054	FINANCIAL PROJECT NUMBER: 437472-2-38-01
---	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2021-2022 (LAP)	\$ <u>1,530,512.00</u>	\$ <u>100,512.00</u>	\$ <u>0.00</u>	\$ <u>1,430,000.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 1,530,512.00	\$ 100,512.00	\$ 0.00	\$ 1,430,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,530,512.00	\$ 100,512.00	\$ 0.00	\$ 1,430,000.00

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

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

Amir Asgarinik

District Grant Manager Name

Signature

Date

EXHIBIT C**TITLE VI ASSURANCES**

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

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "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 contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, 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 contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) 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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and 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*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, 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 sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor 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 protect the interests of the United States.

(7.) 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 Department of Transportation 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).

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LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$1,430,000.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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>.

EXHIBIT “L”

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called “Project Standards.” Specifically, the Recipient agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

**EXHIBIT “M”
ROADWAY LIGHTING MAINTENANCE**

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

RESOLUTION NO. ____

A RESOLUTION PROVIDING FOR THE CITY COMMISSION TO AUTHORIZE THE MAYOR IS HEREBY AUTHORIZED TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT FOR THE DESIGN OF THE CONNECT KISSIMMEE COMPLETE STREETS PROJECT (FPN: 437472-2-38-01)-58-01)

WHEREAS, The State of Florida Department of Transportation and the City of Kissimmee desire to facilitate the Connect Kissimmee Complete Streets project - City of Kissimmee.

WHEREAS, the State of Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 437472-2-38-01.

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

Section 1. The foregoing recitals are true, correct legislative findings incorporated by this reference.

Section 2. The City Commission does hereby authorize the Mayor to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 437472-2-38-01.

Section 3. The City Commission further authorizes the City Manager to execute any subsequent documentation and amendments to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 437472-2-38-01, that may be required in furtherance and for completion of the construction project.

DONE AND RESOLVED this _____ day of _____ 2021.

ATTEST:

CITY OF KISSIMMEE

City Clerk

Olga Gonzalez, Mayor - Commissioner

Approved as to Form & Legality:

City Attorney

ITEM 7.I

APPROVAL TO SUBMIT A 2022 FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM GRANT

Request

Approval to submit a 2022 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the development of outdoor recreational facilities.

Explanation

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program (FRDAP) for competitive grants to assist with the acquisition or development of outdoor recreational facilities. The grant has a maximum amount of \$50,000 and does not require a match.

If awarded, the City will use the grant to complete the addition of batting cages as identified in our 5 year capital improvement plan. These batting cages will be installed at the Fortune Road Athletic Complex to enhance the communities' ability to practice their skills prior to games and leagues.

The Parks and Recreation Department is confident the City can obtain a high ranking for grant consideration.

Recommendation

Staff recommends approval to submit a Florida Recreational Development Assistance Program (FRDAP) grant to fund additional batting cages at our Fortune Road Athletic Complex.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. 2021 FRDAP Grant Cycle



FUNDING OPPORTUNITY

2022 Florida Recreational Development Assistance Program (FRDAP) Regular Application Cycle

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program's competitive grants for the acquisition or development of outdoor recreational facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle, but may only have three FRDAP grants active at one time.

Eligible Activities include but are not limited to:

Basketball Courts, Field Lighting, Boating Facilities, Beach Access, Playgrounds, Soccer Fields, Tennis Courts, Baseball/Softball Facilities, Sports lighting, Trails, Picnic Facilities, Fishing/Nature Piers, Outdoor Amphitheaters, Dog Parks, Cultural Facilities, Support Facilities and any other outdoor recreation or open space elements.

Application Deadline: October 15, 2021

Maximum Grant Amount: \$50,000- \$200,000 (2 applications are permitted for each cycle)

Eligible Costs: **Project costs from July 1, 2021 and on are reimbursable.**

Grant preparation fees are eligible to be reimbursed as a part of the grant.

Match: Grants up to \$50,000 have no matching fund requirement.

Grants more than \$50,000 and up to \$150,000 have a 25% matching funds requirement.

Grants over \$150,000 have a 100% matching funds requirement.

ITEM 8.A

APPROVAL OF 2022 LEGISLATIVE PRIORITIES FOR THE CITY OF KISSIMMEE

Request

City Commission review and discussion of proposed Legislative Priorities for 2022.

Explanation

Each year, the City establishes legislative priorities featuring requests to be considered for funding and/or legislative support at the state and federal level. These priorities will serve as the work program for our lobbying teams hired for the upcoming 2022 Legislative Session and are based on the City's Strategic Plan and Commission Goals. The following list includes the following priorities:

STATE LEGISLATIVE FUNDING REQUESTS:

Public Safety Training Support Annex

Shingle Creek Regional Trail Security and Protection Project

STATE LEGISLATIVE SUPPORT REQUESTS:

Direct Agency Support - Funding of Invasive Plant and Muck Removal at Lake Tohopekaliga

Local Bill Requesting Liquor Licenses for Small Restaurants in Vine Street CRA

Expansion Medicaid Reimbursement for Public Emergency Medical Transportation (PEMT)

FDOT Aviation Funding

FEDERAL CONGRESSIONAL SUPPORT/FUNDING:

Kissimmee Gateway Airport Tower

A more detailed explanation of each of the proposed Legislative Priorities is attached for the Commission's review.

Recommendation

Staff recommends approval following the review and discussion of proposed legislative priorities by the City Commission.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

1. Legislative_Priorities_2022. Final Draft



LEGISLATIVE PRIORITIES 2022

Public Safety Training Support Annex

Innovative and real world based training is an essential part of developing problem solving techniques to proactively address the immediate conditions that give rise to public safety issues within communities. The City of Kissimmee has invested more than \$10 million in the development of a Public Safety Training Center. Due to the significant cost increases in construction and labor, the last area of the training facility remains to be completed. This open air, 5,000 sqft building will provide a large, covered training space for outdoor, real environment based training. The annex will provide space for special operations classes such as Vehicle & Machinery Rescue, Hazardous Materials Response, Confined Space Rescue and Fire Apparatus Pumping Operations, Law Enforcement SWAT, K9, and other such outdoor specific specialized training, including bathroom and shower facilities. This project improves delivery of services and quality of life for citizens and visitors to Central Florida.

The project is located southeast of the intersection of Jack Calhoun Drive and Clay Street in Kissimmee Florida. The Kissimmee Fire and Police Departments serves a community of more than 70,000 residents and 1.2M visitors. Our international appeal and location encourages partnering and training with regional and Federal public safety agencies who will also have the ability to utilize the training facility.

The request for this project is \$500,000 with a \$100,000 City match.

Shingle Creek Regional Trail Security and Protection Project

The City is responsible for more than 10 miles of the beautiful and pristine 32-mile Shingle Creek Regional Trail. This beautiful ecotourism based asset attracts thousands of visitors to enjoy ecological, historical, and recreational benefits in our county. Shingle Creek can be experienced by foot, bicycle or boat at multiple sites as multi-use trail through one of Florida's most traveled urban areas. When fully constructed, the 32 mile trail that is designed to extend from Kissimmee to Wekiva Springs State Park in Seminole County.

As intended, this trail has significantly increased outdoor opportunities for bikers, water enthusiast, and pedestrians in urban central Florida, thereby increasing the need to increase measures to keep people safe along a long stretch of nature with some remote or low visibility areas.

More than \$7M in improvements have been made that have significantly increased the level of bike, pedestrian, and water activity by the public and it is the City's desire to ensure the trails remain safe and secure. This project will provide video surveillance, security utility improvements and deploy wireless security technologies to protect bike, pedestrian, and boating visitors on the trail.

The request for this project is \$400,000 with a \$100,000 City match.

Invasive Plant Management and Muck Removal at Lake Tohopekaliga

As the headwaters to the Everglades, Lake Tohopekaliga, known to the locals as Lake Toho, is an 18,810-acre lake located southeast of the city of Kissimmee. Local efforts to protect water quality in Kissimmee, especially at Shingle Creek & Lake Tohopekaliga are underway with the City and County but will be unsuccessful without the support of the state in managing this state asset. These precious water bodies provide natural recreation, increase economic benefits, sustain the "live, work, play lifestyle" for our 340K countywide citizens and serve as a destination to hundreds of thousands of visitors annually. In addition, Lake Tohopekaliga mitigates flood impacts such as structural damage, loss of use and overall quality of life as a critical part of our natural stormwater system.

With Lake Tohopekaliga being the headwaters to the Everglades, invasive plant management is critical to the health of Florida's ecosystem. Due to the muck build-up in the lake, users access is severely restricted. The City is requesting action from the state to treat the invasive species and organic material (muck) buildup in Lake Toho's northern most section. The state's assistance is critical to the preservation of the lake's water quality and natural inhabitants while assuring the fiscal vitality of Kissimmee's ecotourism economy.

LEGISLATIVE SUPPORT (State):

Local Bill Requesting Liquor Licenses for Small Restaurants

The City is requesting support to expand the exception to s. 561.20(1), F.S., Special Service License that currently acknowledges the Downtown Community Redevelopment District approval to now include the Vine Street Community Redevelopment District. The 2019 bill created an exception to s. 561.20F.S. for Downtown Kissimmee restaurants by requiring DBPR to issue special alcoholic beverage licenses to bona fide restaurants in the Downtown Community Redevelopment District, in the City of Kissimmee, with at least 1,800 square feet of contiguous space, equipped to serve meals to at least 80 persons at one time, and that derive at least 51 percent of their gross food and beverage revenue from the sale of food and nonalcoholic beverages.

Several merchants within the urban core have shown support for this request as the change would allow existing smaller restaurants to significantly benefit from liquor sales and would potentially encourage new restaurants to open within the Redevelopment Districts in Kissimmee.

Expansion of the Medicaid Reimbursement for Public Emergency Medical Transportation (PEMT)

The FFCA is seeking expansion of Federal reimbursement for service provided by governmental entities who provide Public Emergency Medical Transportation (PEMT) to patients who are in the managed care program. This Federal reimbursement could provide up to \$400,000,000 in new funding for current services provided by public providers of emergency medical services who are burdened with the unreimbursed costs for medically indigent patients in managed care programs, 100% of which will be provided by reimbursement from the Federal government.

The Agency for Health Care Administration obtained a Medicaid State Plan Amendment (4.19-B) that allows the State to reimburse public providers of emergency medical transport services for unreimbursed costs (certified public expenditures or CPE) of providing care and transportation to the medically indigent population.

This program expansion would provide vital funding to County and Municipal governments, with those entities who have the largest medically indigent populations getting the largest share.

FDOT Aviation Funding

The State legislature is being asked to fully fund the Aviation Work Program State Funding for the Airport Development Grant Program at current/historical levels. These funds generate a strong return on investment for taxpayers and assists the Kissimmee Gateway Airport in planning, constructing and maintaining aviation facilities.

National airline efforts to reduce the tax rate on aviation fuel has resulted in the rate being cut twice in recent years. The fuel taxes automatically go to the State Aviation Trust Fund to ensure a reliable aviation revenue source. Further attempts to waive, reduce or suspend existing aviation fuel taxes should be opposed.

In addition, clarification is requested of FS 196.012 regarding the exemption of airport leases associated with aviation related services from local ad valorem tax assessments. This exemption should be consistent for all Florida airports to maintain a competitive job-growth environment and assist aviation services to sustain and grow operations.

These issues are extremely important as the Kissimmee Gateway Airport will develop approximately 200 acres of property. State Aviation Funding will be requested for planning and constructing infrastructure to support this growth and economic contribution to the region and state.

LEGISLATIVE SUPPORT (Federal):**Kissimmee Gateway Airport Tower**

The city is requesting construction funding for a new control tower. Replacement of the existing tower is necessary to meet the Federal Aviation Authority (FAA) criteria regarding the need to increase the tower height and upgrade equipment. The construction estimates for the project total \$10M. In compliance with FAA projects, the city is required to have funds available for the local share match but will request assistance from the State Aviation Fund to meet this requirement.

As of October 2021, more than 104,000 take offs and landings have taken place at KGA and we are on track to exceed previous year totals. In addition, more than \$7M in investment has occurred over the past five years to improve safety and security. A new tower is critical to ensuring the continued safety for aircraft activity on the airport and residents/businesses surrounding the airport.

ITEM 8.B
CHARTER SCHOOL ADVISORY BOARD VACANCY

Request

Request the Commission make an appointment to fill the vacancy on the Charter School Advisory Board due to the resignation of Shannon Pies.

Explanation

Staff received notification from Mrs. Shannon Pies that she was appreciative of the appointment to the Charter School Advisory Board but she felt her husband, Joshua Pies, would be a better candidate to serve on the Board. As such, we consider Ms. Pies to have resigned and this item is being placed on the agenda for Commission Action.

We currently have on file the application for Joshua Pies and his application has been reviewed by the Charter School administration and he is currently processing his fingerprints for final clearance. The Charter School Board members are appointed jointly by the City Commission and are not assigned to a particular Commission Seat. The term for each appointed Charter School Advisory Board member is four (4) years. However, this appointment will be to complete Shannon Pies' term expiring on September 30, 2023.

Eligible Applicant:
Joshua Pies

Recommendation

Staff recommends Commission review of the attached applications and appointment of one Parent to fill the vacancy.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. (2021) 03-25-2021 CSAB Application Joshua Pies (Parent) (3-25-2021)

Linda Hansell

From: notifications@zohoforms.com
Sent: Thursday, March 25, 2021 10:53 PM
To: CITY CLERK; Melissa ZayasMoreno
Subject: Advisory Board Application: Joshua Pies
Attachments: Josh_Bio_march_2021.pdf; AdvisoryBoardMemberApplication.pdf

Follow Up Flag: Follow up
Flag Status: Completed

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

A new advisory board application for Joshua Pies has been submitted. The application has requested to serve on the following boards: (1) Charter School Advisory Board and (2) Charter School Advisory Board.

Name : Joshua, Pies
 Address : 4701 Golden Beach Court, Kissimmee, Florid, 34746, United States
 Phone : 5857347346
 Alternate Phone : 4079901200
 Email : joshp@c47films.com
 Name of Employer : C47 Film Associates
 Employer City : Kissimmee
 Business Phone : 4079901200
 Please select an alternate advisory board you wish to serve on. : Charter School Advisory Board
 Please select the primary advisory board you wish to serve on. : Charter School Advisory Board
 Are you a resident of the City of Kissimmee? : Yes, I am a resident.
 Do you own or operate a business in the City of Kissimmee? : Yes, I own or operate a business in Kissimmee.
 Please list any community activities, including organizations for which you have volunteered or any boards you have served on. : BNI Alliance Business Partners (Growth Cooridnator; 2018 to current); Charles G Finney School (Penfield NY, Past Board Member, Marketing Committee); Advisor to Paving the Way (Central FL Non-Profit; 2016 to current); Volunteer with American Lung Association of Central Florida (2020-Current); CINE Golden Eagle Film Festival Distinguished Juror (7 years); Human Trafficking Awareness Film festival, Lead Juror (2019-Current); Carlson Cowork of Rochester NY, Co-Founder 2014, current member
 Do you have any special skills or certifications? : Film & TV Producer/Director/Writer by trade; John Maxwell Certified Leadership Development Speaker/Teacher/Trainer/Coach; MBA, Entrepreneurship 2005;
 Are you a member of any of the following minority groups? : None of the above
 Are you physically disabled? : No, I am not physically disabled.
 Please select your level of education. : Professional/graduate degree

City of Kissimmee Advisory Board Member Application

Name *

Joshua

First

Pies

Last

Address *

4701 Golden Beach Court

Street Address

Kissimmee

City

Florid

State/Region/Province

34746

Postal / Zip Code

United States

Country

Phone *

5857347346

Alternate Phone

4079901200

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

joshp@c47films.com

Name of Employer *

C47 Film Associates

Employer City

Kissimmee

Business Phone

4079901200

Please select an alternate advisory board you wish to serve on. *

Charter School Advisory Board



Please select the primary advisory board you wish to serve on. *

Charter School Advisory Board



City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- ☒ Yes, I own or operate a business in Kissimmee.
- ☐ No, I do not own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

BNI Alliance Business Partners (Growth Coordinator; 2018 to current);
 Charles G Finney School (Penfield NY, Past Board Member, Marketing Committee);
 Advisor to Paving the Way (Central FL Non-Profit; 2016 to current);
 Volunteer with American Lung Association of Central Florida (2020-Current);
 CINE Golden Eagle Film Festival Distinguished Juror (7 years);
 Human Trafficking Awareness Film festival, Lead Juror (2019-Current);
 Carlson Cowork of Rochester NY, Co-Founder 2014, current member

Do you have any special skills or certifications?

Film & TV Producer/Director/Writer by trade;
 John Maxwell Certified Leadership Development Speaker/Teacher/Trainer/Coach;
 MBA, Entrepreneurship 2005;

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☒ None of the above

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please select your level of education.

Professional/graduate degree



City of Kissimmee Advisory Board Member Application

What do you consider to be the role of a school in your child's overall development? *

I like to think of childhood education as the trivium. Children learn grammar (facts/figures) and then logic (connecting concepts) and then rhetoric (critical thinking). It seems to me that in many places across the US that American education is lacking in support for this, while teachers are actually very equipped to do this given the right latitude. I see a school's role as providing these three aspects of education while a parent's role is to impart moral and ethical learning. A school ought to be preparing children for the adulthood tasks of both basic employment AND the ability to run an orderly personal life (i.e. civics and home economics). Ideally, parents ought to work with teachers and administration to understand what is happening in school and support that work at home.

What do you consider to be the positive features a charter school has that other public schools do not? *

Charter schools have more latitude to make decisions in-house. The State and Federal rule sets are less constricting in a charter setting. In NY charters, whom I have done documentary work on, they stressed the fact that they cannot educate a child's mind when their heart is broken. In the NY public schools, little can be done to address children's emotional needs before demanding that they try to learn. In NY charter schools, they can do so much more and the success stats prove that their way works remarkably well. That distinction, autonomy, is critical. You can't steer a steamship on a dime, the smaller an org and the fewer the restrictions and you can turn more nimbly. I see that analogy as valid in the case of comparing charter to public education. I would like to stress early on that while my children have been in FL schools most of their childhood, I have much to learn about the distinctions between Florida Public - which we have been grateful for - and FL Charter which we are currently over-the-moon grateful for! The majority of my work in education has been in documentary and advertising work in many states, none of which were FL (ironically). My Florida experiences are as a parent.

What do you consider to be negative aspects a charter school has that other public schools do not? *

I struggle to find negatives with Charter Schools. There's always a concern about funding, which as most charters go is notably less than comparable public options. I see any reduction in funding access to be a challenge and therefore a negative but really, the idea that Public has something over charter in relation to education doesn't resonate with me. Now, we all know that Public usually has more funding for sports. Sports are important to a degree but more important is physical activity and wellness. In FL, parents have ample places to send their kids for organized athletics. My focus is on academics first.

Describe aspects of current public schools you would like changed? Please be specific and explain how they should be changed. *

1. Common core. The notion that children ought to have common ground educationally is diametrically opposed to the spirit of NCLB from Bush 43's era when individual strengths and abilities were supposed to be catered to. This was by far a more appropriate approach though flawed in many ways. I would prefer to avoid factory-style learning and promote and instead focus on building the life skill of having an ability to learn. I'm inspired by the Montessori school model as well as Classical Christian Education (focus on the model of the Trivium and not the faith aspect of CCE for this note). In both models referenced student's individual interests and abilities are catered to and in both cases critical thinking skills are valued over book knowledge.
 2. Early guidance. This is not a pick on guidance counselors. They have an important job and as such, I would like to see it widely expanded. I used to travel the US producing documentaries and learning content in CTE schools (formerly called VOTEC or Vocational Education). I've encountered many situations where students learned about career concepts that lit a fire under them but they learned late in their educations. Many were actually failing elsewhere and found their new path as a last resort. What a shame! When students can chase something they are passionate about they can overcome seemingly insurmountable obstacles to their success. While I am not advocating that CTE be forced on students nor should replace a liberal arts style education, I am advocating that children have early inspiration and have the latitude to chase it (see #1 above).
- It should be noted that I've been in more than 50 large manufacturing plants across North America from Boeing to GOMACO and Lincoln Electric and HAAS Automation. These are Billion Dollar companies and ALL of them have programs that are going into Middle Schools to recruit future employees. There are GREAT jobs in those companies at excellent pay scales that will pay of certificate and higher ed degrees. Zero Debt, good pay. Our schools FAIL, and yes I mean FAIL, to adequately connect students with US Manufacturing and other Middle Skill careers. That failure is an opportunity for Osceola County to be different.

City of Kissimmee Advisory Board Member Application

What is your philosophy regarding establishment of a standard of dress for students? *

Uniform dress is freeing. I experienced uniforms as a child. I was one of the poor kids and my sneakers were always old and beat. We all dressed alike - same slacks and shirts - and my sneakers were the thing that was different. My peers were what we'd now call "sneaker-heads" and I was not nor could I afford to be. I was thus picked on, often. Kids pick at fashion because they are kids. The more we can make uniforms "uniform" the more we can free kids from their own tendencies to distract each other with negative comparisons. It will happen some way, somehow. Let's continue to do what we can to allow kids the brain space to focus.

Please explain your philosophy regarding student discipline. *

Discipline is important but the word must be analyzed carefully. I have great discipline. I am structured, deliberate, and very successful. That is the sense of the term that we must revisit as "discipline" has in the last 10 or so years become more about righting perceived wrongs or playing PC (politically correct) games at the expense of students. Take for instance the child who famously (2013, Colorado USA), as a kindergartner, kissed a fellow student on the hand and was suspended for sexual harassment. While the punishment was retracted, the overreaction of the school I classify as a failure to consider the nature of the discipline. That child needed redirection to learn how to be disciplined - meaning has self-restraint or self-direction. I am currently unaware of how discipline is conducted in our schools, and I look forward to learning more as needed, but I am an advocate of being careful as an adult to see that students have an opportunity to learn from failure. John Maxwell, author and frequent acquaintance of mine, often says, "I either win or I learn" meaning that failure is only an opportunity to get better. This is the attitude I want to see as an educator's default. Students must be allowed to fail and learn in most areas of their lives. Gross misdeeds aside, the normal discipline needed is mentorship, guidance, and sometimes punishments akin to being grounded so that lessons set in. Consequences matter and there MUST be consequences BUT to raise a child well the love applied during a moment of failure can be where learning creates a better human.

Are you interested in your child attending the Kissimmee Charter School? If so, please explain why. *

Our children (Isabella, 6th Grade; Natalie, 2nd Grade) are already there! We love it!

Please attach your resume or proof of qualification and/or licenses.



Josh_Bio_march_2021.pdf

- What do you consider to be the role of a school in your child's overall development?
- : I like to think of childhood education as the trivium. Children learn grammar (facts/figures) and then logic (connecting concepts) and then rhetoric (critical thinking). It seems to me that in many places across the US that American education is lacking in support for this, while teachers are actually very equipped to do this given the right latitude. I see a school's role as providing these three aspects of education while a parent's role is to impart moral and ethical learning. A school ought to be preparing children for the adulthood tasks of both basic employment AND the ability to run an orderly personal life (i.e. civics and home economics). Ideally, parents ought to work with teachers and administration to understand what is happening in school and support that work at home.
- What do you consider to be the positive features a charter school has that other public schools do not?
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Josh Pies is a video advertising & branding expert.

He's spent most of his life work-shopping ways to get attention - be it sales for his first business which he started at age 4, customers for his property services company at age 23, or laughs and viewership on his first National TV Show at age 26 where he was producer and head writer. He believes in getting attention and loves the power of modern content creation for what it can do for businesses and personal brands.



Josh is the executive producer of the more than 40x awarded C47 Film Associates. C47 Films has produced one feature film which is available on Amazon Prime, three TV Series, eight documentaries, and TV and web ads for brands as varied as Kodak, The John Maxwell Team, and the US Department of Labor.



Josh Speaks at events on the topics of video branding, how to stand out as a professional, and the power of purpose. Josh lives in Orlando Florida where he, his wife Shannon and their three amazing kids play on the beach or in magical castles as often as possible.

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