



**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, DECEMBER 7, 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 PRESENTATION TO MISS FLORIDA - ASHLEY CARINO

Request that the City Commission present a plaque to Miss Ashley Carino in honor of her achievement in the Miss USA Pageant 2021.

3.B EMPLOYEE OF THE MONTH FOR DECEMBER

That the City Commission join the City Manager in recognizing Carmen Cantres, Public Works & Engineering, as December's Employee of the Month

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING – SECOND AND FINAL READING - COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT, LARGE SCALE (MUFB TO INST & MFMDR) S. POINCIANA BLVD. K-8 SCHOOL; DRC#21-00051 - PROPOSED ORDINANCE #21-10

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE

ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB); DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of a land use text and map amendment to remove Future Land Use Element Policy 1.2.10.2 (Mixed Use - Frank Brown Ranch) from the Comprehensive Plan and change the Future Land Use Map designation of Mixed Use- Frank Brown Ranch (MU-FB) to Institutional and Multi-Family Medium Density Residential (INST & MF-MDR) on 128 acres of land.

4.B PUBLIC HEARING - SECOND AND FINAL READING - COMPREHENSIVE PLAN TEXT AMENDMENTS: 2021 COMP PLAN AMENDMENTS; DRC#21-00097 - PROPOSED ORDINANCE # 21-13

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; CREATING AND ADDING A NEW PROPERTY RIGHTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Adoption of an ordinance amending the Future Land Use, Transportation, and Capital Improvements Elements and adding a Property Rights Element to the Comprehensive Plan.

4.C PUBLIC HEARING - SECOND AND FINAL READING - POLICE OFFICERS' RETIREMENT PLAN AMENDMENT: AMENDING SECTION 30-225 DROP PARTICIPATION PERIOD - PROPOSED ORDINANCE #21-14

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY

OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the second and final reading of the proposed ordinance for the Police Retirement Plan.

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - PROGRAM YEAR 2020-2021 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

This public hearing for the approval of Program Year 2020-2021 CDBG Consolidated Annual Performance and Evaluation Report (CAPER) has been re-advertised for the December 21, 2021 Commission meeting.

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 November 16, 2021 Commission Minutes.

7.B APPROVAL OF A RESOLUTION AUTHORIZING THE ACQUISITION OF FIRE FIGHTING APPARATUS

Approval of a Resolution authorizing the City to acquire fire fighting apparatus using the lease-financing purchase agreement and buy back agreement through the collaboration and partnership of South Florida Emergency Vehicles, Leasing 2 Inc., and Brindlee Mountain Fire Apparatus, LLC. Staff also requests authorization for the City Manager to act as Lessee Authorized Signatory to execute and deliver any subsequent related documents necessary for the consummation of the transactions for this Lease-purchase and Deferred Purchase Value Agreement.

7.C PURCHASE AND INSTALL NEW VARIABLE AIR VOLUME (VAV) SYSTEMS USING TRANE U.S. INC. CONTINUING SERVICES AGREEMENT

Request approval to purchase and install the replacement VAV systems via the continuing services contract with Trane for City Hall (2nd and 3rd floors) for a total cost of \$153,244.00.

7.D ACCEPTANCE OF PROCEEDS FROM THE SALE OF VOLUNTARY CLEANUP TAX CREDITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Commission approval of a budget adjustment to accept the proceeds earned for the sale of Voluntary Cleanup Tax Credits (VCTC) from the Florida Department of Environmental Protection (DEP).

7.E DISPOSAL OF CITY ASSETS

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

7.F HOLIDAY INCENTIVE PAYMENT

This request is for Commission approval to utilize approximately \$145,800 from reserves for a one-time holiday incentive payment to all full-time and part-time employees.

7.G DONATION FROM WALMART FOUNDATION FOR SHOP WITH A COP

City Commission acceptance of donations in the amount of \$8,000 from the Walmart Foundation for the purchase of Christmas gifts for the "Shop with a Cop" Program.

8. DISCUSSION ITEMS**8.A CITIZEN REQUEST TO ADDRESS THE COMMISSION REGARDING DOWNTOWN HOLIDAY DECORATIONS AND EVENTS**

The request is from Carlos Ramirez of Aviles Hair Studio to address the Commission regarding downtown holiday decorations and events.

8.B EPA BROWNFIELDS PROGRAM COALITION ASSESSMENT GRANT

Staff requests approval of the Orange Blossom Trail/State Road 441 Brownfields Coalition Memorandum of Understanding between the East Central Florida Regional Planning Council and the City of Kissimmee.

8.C RFP 2021-007 RFP SELECTION COMMITTEE RESULTS

Commission acceptance and discussion of Selection Committee results for RFP #2021-007 Emergency Shelter/Bridge Housing and Homeless Services.

8.D ADVISORY BOARD APPOINTMENT - VACANCY ON THE PARKS & RECREATION ADVISORY BOARD

Commission requested to appoint a replacement to fill the vacancy on the Parks and Recreation Advisory Board due to the resignation of Hendrith Smith. The term for this vacancy is due to expire May 31, 2023.

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
PRESENTATION TO MISS FLORIDA - ASHLEY CARINO

Request

Request that the City Commission present a plaque to Miss Ashley Carino in honor of her achievement in the Miss USA Pageant 2021.

Explanation

Miss Ashley Carino represented the State of Florida at the 70th Miss USA Pageant held on November 29, 2021 at the Paradise Cove Theater of River Spirit Casino Resort in Tulsa, Oklahoma.

Miss Carino, who was raised in Kissimmee, was awarded Second Runner-Up in the competition.

The City Commission would like to present Miss Carino with a plaque in recognition of her accomplishment in the Miss USA Pageant and for representing the State of Florida and the City of Kissimmee very well on the national stage.

The City of Kissimmee is very proud of her achievement and has invited Miss Carino to serve as Grand Marshal of the City's upcoming 2021 Festival of Lights Parade so that she can be honored by our community.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.B

EMPLOYEE OF THE MONTH FOR DECEMBER

Request

That the City Commission join the City Manager in recognizing Carmen Cantres, Public Works & Engineering, as December's Employee of the Month

Explanation

It is a pleasure for the City of Kissimmee to announce that the Employee of the Month for December is Carmen Cantres. She has been the Secretary for the Facilities division of Public Works and Engineering for over 4 years.

Carmen has been called a self-starter, and is known for diligently seeing a task to its completion. When there was an issue with a supplier's account, she dug in and resolved it. When an account was transferred from the Facilities division to the Airport, she made sure the transition was smooth. Carmen worked with the Airport staff to ensure inspections were completed and invoices were paid, and was available throughout the process. She is good at evaluating the guidelines for her tasks, and has caught some mistakes, which helps streamline the City's business and save money.

The Facilities division is unique in that it interacts with all internal City departments, and multiple outside vendors. Carmen's customer service skills are excellent, as she serves all these customers – often going the extra mile. Her qualities of being friendly, helpful and quick are some of the reasons that the City would like to recognize her.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

PUBLIC HEARING – SECOND AND FINAL READING - COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT, LARGE SCALE (MUFB TO INST & MFMDR) S. POINCIANA BLVD. K-8 SCHOOL; DRC#21-00051 - PROPOSED ORDINANCE #21-10

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB); DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the Second and Final Reading of a land use text and map amendment to remove Future Land Use Element Policy 1.2.10.2 (Mixed Use - Frank Brown Ranch) from the Comprehensive Plan and change the Future Land Use Map designation of Mixed Use- Frank Brown Ranch (MU-FB) to Institutional and Multi-Family Medium Density Residential (INST & MF-MDR) on 128 acres of land.

Explanation

The Mixed Use - Frank Brown Ranch Future Land Use Policy 1.2.10.2 and map designation was established with the adoption of Ordinance 2404 (DRC#99-157) at the December 18, 2001 City Commission Meeting on approximately 128 acres of land. The development program included a maximum of 600 attached, multi-family townhomes (averaging 5.79 dwelling units per acre) and 26 acres of ancillary neighborhood commercial uses consistent with the allowable uses of the Neighborhood Commercial (B-2) Zoning District.

Consistent with the Mixed Use (MU) Future Land Use Policy 1.2.10.1, the development opted to defer a PUD rezoning to implement the development program and retain an Agricultural & Conservation (AC) Zoning designation (DRC#99-158; Ord. 2339; May 9, 2000) as a holding zone until such time new urban development was appropriate for the area.

The proposed new urban development that will replace the MU-FB program will now consist of institutional uses and residential development with a density consistent with the Multi-Family Medium Density Residential (MF-MDR) Land Use designation that is compatible with the surrounding area. The AC Zoning will remain a holding zone until residential development is proposed and permits elementary and middle schools in the meantime.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR), that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
2. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1, Institutional (INST), that is intended to accommodate existing public and semi-public services including: government

administration buildings and educational institutions. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR.

3. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.2, Public School Facilities, that permits public schools (kindergarten through high school) as allowable uses in areas with Institutional (INST), Single Family Low Density Residential (SF-LDR), Single Family Medium Density Residential (SF-MDR), Multiple Family Medium Density Residential (MF-MDR), Multiple Family High Density Residential (MF-HDR), Office-Residential (OR), Commercial General (CG), Industrial Business (IN), and Mixed-Use categories (MU-D, MU-V) subject to Land Development Code.

4. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan Text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.

5. Compliance with Land Development Code Section 14-4-4A, Agricultural & Conservation (AC) Zoning District, which is compatible with the Institutional (INST) and Multiple Family Medium Density Residential (MF-MDR) Land Use designations.

Recommendation

The Development Review Committee (DRC) recommended approval on June 1, 2021.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on August 4, 2021.

The City Commission approved the First Reading on October 5, 2021.

REQUESTED CITY COMMISSION ACTION:

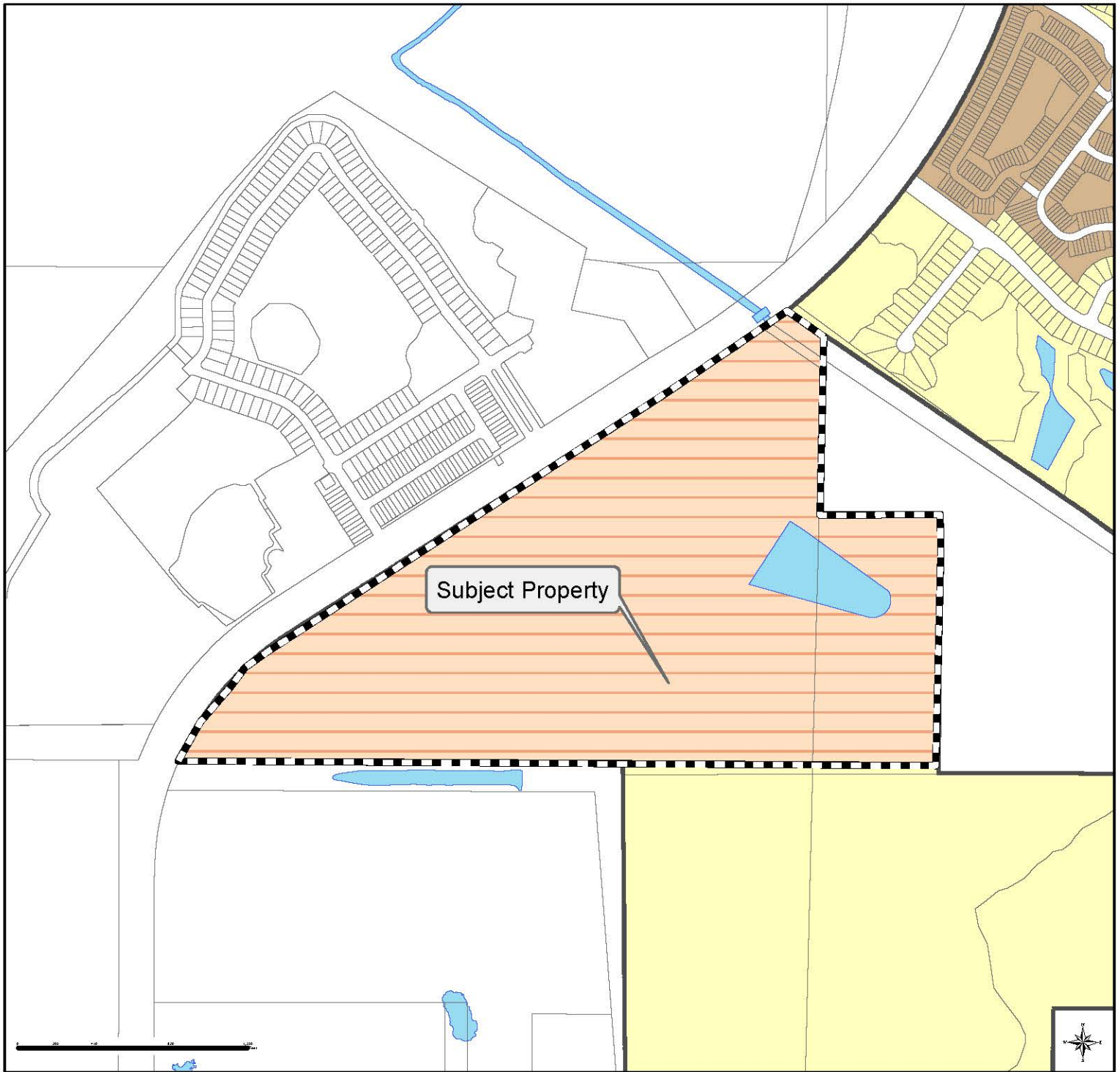
Approve

Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. 21-00051 Vicinity Map
2. 21-00051 Aerial Map
3. 21-00051 Site Data Tables
4. 21-00051 Proposed Ordinance 21-10
5. 21-00051 Transmittal Comments
6. 21-00051 City Commission Ad
7. 21-00051 Oct. 5th City Commission Action Summary
8. 21-00051 PAB Minutes
9. 21-00051 DRC Comments
10. 21-00051 DRC Application



Subject Property

Future Land Use Designation

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
- Industrial Business (IN)

- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tapestry)
- MU-FB (Frank Brown)

- City Limit Boundary
- Kissimmee Gateway Airport
- Parcels
- CRA District Boundary
- Railroad
- Lake Surfaces
- County Boundary



S. Poinciana K-8 School, DRC#21-00051
 Future Land Use Text & Map Amendment
 East of S. Poinciana Blvd., North of Old Tampa Hwy., West of Ham Brown Rd., & South
 of Cumbrian Lakes Dr.
 36-25-28-00U0-0015-0000, 32-25-28-0000-0040-0000 & 35-25-28-00U0-0040
 Site Data Tables

Site Data	
Size	128 acres
Future Land Use Designation	MU-FB (Mixed Use Frank Brown Ranch)
Proposed Future Land Use Designation	MF-MDR (Multi-Family Medium Density Residential) & INST (Institutional)
Zoning District Designation	AC (Agricultural & Conservation Development)
Proposed Zoning District Designation	N/A
Existing Overlay District	None
Existing Use(s)	Vacant Pasture/Wetlands
Proposed Use(s)	Institutional & Multi-Family
Adjacent Land Use	
North	SF-LDR (Single Family Low Density Residential) – City & LDR (Low Density Residential) - County
South	SF-LDR (Single Family Low Density Residential) – City & Employment Center - County
East	LDR (Low Density Residential) - County
West	LDR (Low Density Residential) & TC (Tourist Commercial) - County
Adjacent Zoning	
North	MUPUD (Mixed Use Planned Unit Development) - City & RMH (Residential Manufactured Housing) - County
South	SRPUD (Short Term Rental Planned Unit Development) – City & PD (Planned Development) - County
East	RMH (Residential Manufactured Housing) - County
West	CT (Commercial Tourist) & AC (Agricultural & Conservation Development) - County
Future Land Use & Zoning History	99-156 – Annexation 99-157- Future Land Use Amendment (County Rural Agricultural to City Mixed Use Frank Brown Ranch) 99-158 – Zoning Map Amendment (County AC to City AC)
Past/Current Project Tracking	21-051 – Future Land Use Amendment (Remove FLU Policy 1.2.10.2 & change designation to INST & MF-MDR)

Comprehensive Plan Summary

Policy 1.2.1.3, MF-MDR (Multi-Family Medium Density Residential): This designation is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses. New development in areas delineated on the Future Land Use Map for medium density residential uses shall be developed and/or maintained as residential neighborhoods. The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for medium density residential developments should be located so they provide a smooth transition between lower density residential areas, and mixed-use areas or those developed and/or designated for more intense uses.

Potential Zoning Districts	RC-1 (Multiple Family Medium Density Residential)
	RC-2 (Multiple Family High Density Residential)
	B-2 (Neighborhood Commercial)
	MUPUD (Mixed Use Planned Unit Development)

Policy 1.2.6.1, INST (Institutional): This designation is intended to accommodate existing public and semi-public services including: governmental administration buildings and educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.

Potential Zoning Districts	CF (Community Facilities District)
	HF (Hospital Facilities District)
	B-2 (Neighborhood Commercial)
	AC (Agriculture and Conservation District)

Zoning District Standards – District Summary

Land Development Code Section 14-4-4(A), AC (Agriculture and Conservation District) Intent: This district is primarily intended to allow the use of appropriate areas for agricultural production, the preservation of open spaces, and the conservation and management of soil, water, air, game and other natural resources and amenities. Areas zoned AC are also intended to provide for the

development of large lot single family estate development which is compatible with adjacent agricultural activities, when appropriate. The AC District can be considered a holding zone which will permit appropriate rural development until such time as new urban development is appropriate. When new urban development is appropriate for such areas, the property subject to the proposed development may be rezoned to be consistent with its future land use designation and the new development shall be consistent with the new zoning.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use</i>
Uses	MU-FB (Mixed Use Frank Brown Ranch) & AC (Agriculture & Conservation District)	MF-MDR (Multi-Family Medium Density Residential) & INST (Institutional)

Public Facilities Analysis

Transportation	
Adjacent street	S. Poinciana Blvd.
Street Quality of Service (QOS)	Adjacent Street is under Osceola County jurisdiction.
Sanitary Sewer	
Is volume less than 98% capacity?	Yes – Compliance
Potable Water	
Is volume less than 98% capacity?	Yes – Compliance
Is water pressure at least 40lbs per square inch?	Yes – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	Yes – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	Yes – Compliance
Is urban open space area at least 2 acres per 1,000 population?	Yes – Compliance
Is total recreation area at least 4 acres per 1,000 population?	Yes – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	Yes – Compliance

PROPOSED ORDINANCE NO. 21-10
ORDINANCE NO. _____

**AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771
KNOWN AS THE ORDINANCE ADOPTING THE
COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY
OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF
FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2
MIXED USE - FRANK BROWN RANCH (MU-FB);
DIRECTING THE CITY MANAGER TO AMEND THE
COMPREHENSIVE LAND USE PLAN AS HEREIN
PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE;
PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY
LAW; REPEALING ALL ORDINANCES IN CONFLICT
HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 2771 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

SECTION 1.

Remove Future Land Use Element Policy 1.2.10.2 Mixed Use - Frank Brown Ranch (MU-FB) and amend the Land Use Plan as to the following area:

FROM: CG (Commercial General) – City

TO: MU-V (Mixed Use - Vine) – City

A map of the area is included with this ordinance.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Kissimmee.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect 10 days after its passage

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

AYES

NAYS

Said motion having been duly carried, thereupon, Mayor Olga Gonzalez declared said Ordinance duly passed and adopted the 7th day of December, 2021.

Mayor - Commissioner

ATTEST:

City Clerk



In either case, the approved or proposed uses, residential densities, and non-residential development intensities must be compatible with existing and anticipated future land uses surrounding the proposed development, according to the policies of the Future Land Use Element. In no case shall the density of the residential portion of the development exceed 40 units per acre or the maximum intensity, including the residential portion of the development, exceed 6.0 FAR.

Both a Future Land Use Map amendment and a comprehensive plan text amendment shall be required to establish a MU land use designation. If the proposed comprehensive plan amendments are adopted, the Future Land Use Map shall be amended to show a MU future land use designation for the area subject to the map amendment. Also, a new policy shall be added to the Future Land Use Element under Objective 1.2.10: Mixed-Uses and Planned Unit Developments. The new policy shall provide a general description of the development and a listing of approved uses. The policy shall also specify the number of approved residential units by type, and the number of acres approved for each non-residential use in the development (including maximum allowable impervious surface coverage). That new policy shall regulate the use of land on the parcel or development site, with the Land Development Code and any specific ordinances, agreements and plans.

Once a MU land use designation has been established for an area, any future change to the development plan that changes the approved uses and/or increases the densities or intensities of the approved uses shall require a comprehensive plan amendment. Any other future change to the development plan that would cause public facilities impacts greater than the impacts anticipated when the MU land use designation was established shall also require a comprehensive plan amendment.

~~POLICY 1.2.10.2: FRANK BROWN RANCH (MU-FB) LAND USE DESIGNATION.~~

~~This policy establishes a Mixed-Use land use designation for the property described in DRC #99-157. The development consists of 128.29 acres of land, 24.74 acres of which are wetlands. The property will be developed with a Multiple Family residential townhome project with an ancillary neighborhood commercial center. Development of the property will adhere to the following policies:~~

- ~~1. A maximum number of 600 attached multiple family townhome units will be built on the subject property, resulting in a maximum average of 5.79 dwelling units per acre density on the entire site.~~
- ~~2. There are 24.74 acres of wetlands on the subject property that will be preserved.~~

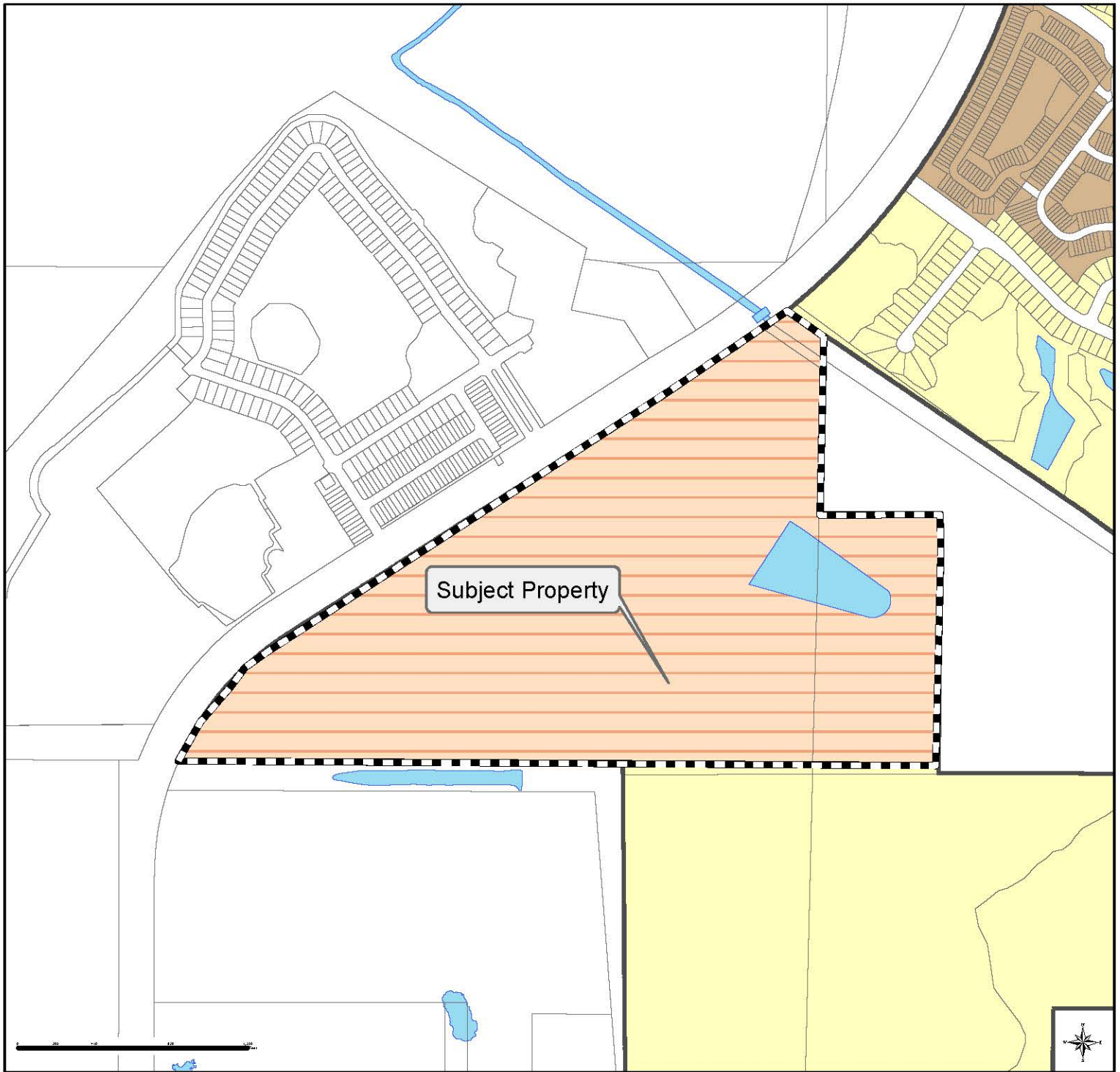


- ~~3. There will be an ancillary neighborhood commercial site up to 26.37 acres in size adjacent to Poinciana Boulevard at the intersection of the main entrance to the development. The commercial property will provide commercial uses that are consistent with those allowed by B-2 (Neighborhood Commercial) zoning.~~
- ~~4. Consistent with the City of Kissimmee Planned Development regulations, up to 50% of the area of the ancillary neighborhood commercial site could be used for multiple family housing.~~
- ~~5. The maximum amount of impervious surface area will be 80% of the total land acreage which is 102.61 acres of land.~~
- ~~6. Anything that is not specified in this policy shall be governed by the City of Kissimmee Land Development Code and the Comprehensive Plan.~~

POLICY 1.2.10.3: TAPESTRY (FORMERLY BRONSON) (MU-T) LAND USE DESIGNATION.

This policy establishes a Mixed-Use (MU) land use designation for the Tapestry Planned Unit Development. The Tapestry property consists of approximately 567.96 acres, approximately 40.97 acres of which are wetlands. The property will be developed for mixed-use purposes which may include residential uses (such as single-family detached, single-family attached, condominium, short-term rental, multi-family or age restricted housing uses), commercial uses or parks and recreational uses. The site is bisected by Carroll Street and generally bordered by Shingle Creek to the west and by Dyer Boulevard and Thacker Avenue to the east. Development of the Tapestry property will adhere to the following policies:

1. A maximum of 2,910 residential units will be built upon the property consisting of single-family detached/single-family attached/condominium/short-term rental/ multi-family or age-restricted units resulting in a maximum average of approximately 5.52 dwelling units per acre density on the entire site if all such residential units are developed.
2. A maximum of sixty (60) acres of the property may be developed for commercial uses but such commercial uses shall not exceed six hundred thousand (600,000) square feet. Such commercial acreage may be located on the south side of Carroll Street near either or both of the intersections of (i) Carroll Street and Thacker Avenue or (ii) Carroll Street and Dyer Boulevard and may include acreage located west of the Dyer Boulevard extension, north of Donegan Avenue and southeast of Carroll Street. The commercial property will provide for commercial uses that are consistent with those listed in the PUD. The commercial property will serve the daily needs of the properties within the



Subject Property

Future Land Use Designation

- SF-LDR (Single Family Low Density Residential)
- SF-MDR (Single Family Medium Density Residential)
- MH-MDR (Mobile Home Medium Density Residential)
- MF-MDR (Multiple Family Medium Density Residential)
- MF-HDR (Multiple Family High Density Residential)
- OR (Office Residential)
- CG (Commercial General)
- Industrial Business (IN)

- Airport Expansion (AE)
- INST (Institutional)
- UT (Utilities)
- Conservation (CONS)
- Recreation (REC)
- MU-D (Downtown)
- MU-V (Vine Street)
- MU-FR (Flora Ridge)
- MU-T (Tapestry)
- MU-FB (Frank Brown)

- City Limit Boundary
- Kissimmee Gateway Airport
- Parcels
- CRA District Boundary
- Railroad
- Lake Surfaces
- County Boundary

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

November 12, 2021

The Honorable Olga Gonzalez
Mayor, City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Dear Mayor Gonzalez:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Kissimmee (Amendment No. 21-03ESR) received on October 14, 2021. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850) 717-8490 or by email at matt.preston@deo.myflorida.com.

Sincerely,



Kelly D. Corvin, Regional Planning Administrator
Bureau of Community Planning and Growth

KDC/mp

Enclosure(s): Procedures for Adoption

cc: Brenda Ryan, AICP, Planning Manager, City of Kissimmee
Hugh Harling, Jr., Executive Director, East Central Florida Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://floridajobs.secure.force.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, FL 32720-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

November 8, 2021

Ms. Brenda Ryan, AICP
City of Kissimmee, Planning Manager
101 Church Street
Kissimmee, Florida 34741-5054

SUBJECT: PROPOSED COMPREHENSIVE PLAN AMENDMENT
LOCAL GOVERNMENT: CITY OF KISSIMMEE
DEO #: 21-03ESR

Dear Ms. Ryan,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment City of Kissimmee Proposed 21-03ESR, also known as the Poinciana Boulevard K-8 School property, as requested in your transmittal letter, dated October 14, 2021.

The proposed comprehensive plan amendment proposes to remove the Future Land Use Element Policy 1.2.10.2 (Mixed Use - Frank Brown Ranch) from the Comprehensive Plan and change the Future Land Use Map designation of Mixed Use - Frank Brown Ranch (MU-FB) to Institutional and Multi-Family Medium Density Residential (INST & MF-MDR) on $\pm$ 130.78-acres of land.

The properties under review are generally located east of Poinciana Parkway and south of Cumbrian Lakes Drive, within the City of Kissimmee. The location map of the subject property is shown in **Appendix A**.

The Mixed Use - Frank Brown Ranch (MU-FB) Future Land Use Policy 1.2.10.2 and map designation were established with the adoption of Ordinance 2404 (DRC#99-157) at the December 18, 2001, City Commission Meeting on approximately 128-acres of land. The development program included a maximum of 600 attached, multi-family, and 26-acres of ancillary neighborhood commercial uses consistent with the allowable uses of the Neighborhood Commercial (B-2) Zoning District (allowing for a maximum floor-area ratio (FAR) of 2.5).

Consistent with the Mixed Use (MU) Future Land Use Policy 1.2.10.1, the development opted to defer a PUD rezoning to implement the development program and retain an Agricultural & Conservation (AC) Zoning designation as a holding zone until such time new urban development was appropriate for the area. The proposed new urban development that will replace the MU-FB program will now consist of institutional uses and residential development with a density consistent with the Multi-Family Medium Density Residential (MF-MDR) Land Use designation that is compatible with the surrounding area. The AC Zoning will remain a holding

zone until residential development is proposed and permits elementary and middle schools in the meantime.

In compliance with the City's Future Land Use Policy 1.2.1.3, the MF-MDR designation allows for 10 to 20 units per acre, with the potential to reduce the densities in order to protect environmentally sensitive lands. In compliance with the City's Future Land Use Policy 1.2.6.1, the institutional services for kindergarten to 8th grade schools allows for an intensity of up to 2.0 FAR. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.

Based on the proposed Comprehensive Plan Amendment (CPA) package, the application is for 130.78-acres. This is based on three (3) separate parcels: 36-25-28-00U0-0015-0000 (20.86-acres), 35-25-28-00U0-0040-0000 (109.5-acres), and 35-25-28-0000-0040-0000 (0.417-acres). FDOT agrees with the City's committee summary that there may be a mapping error with the MU-FB FLU designation for parcel ID# 35-25-28-0000-0014-0000, as this parcel was not listed with the original Frank Brown annexation, land use, or rezoning applications. Therefore, the City FLUM should be updated to reflect the correct property limits.

The CPA package included the geographic limits of the MF-MDR and institutional land uses (separated by the proposed Spine Road); however, there was nothing quantifiable regarding the acreages of each land use designation. Therefore, the acreages were approximated using the Osceola County property appraiser website. It was approximated that 47 acres of the 109.5-acre parcel (35-25-28-00U0-0000) would be designated with the MF-MDR land use. This resulted in 62.5-acres dedicated to institutional (elementary and middle school).

Appendix B shows the trip generation potential for the adopted and proposed land use scenarios, as well as the change in trips due to the proposed amendment, based on the maximum allowable development scenario. Based on the ITE land use codes provided by the ITE Trip Generation Manual, rates do not currently exist for calculating a site (public or private) with a K-8 site. Therefore, in order to calculate the traffic impacts associated with the school, the rates associated with an elementary school and a middle/junior high school were used. Based on this analysis, the proposed amendment was determined to increase the trip generation potential of the subject property by 17,268 daily trips and by 1,822 PM peak hour trips. However, FDOT recommends the development/developer provide estimated student projections, to more accurately calculate the potential traffic impact.

An analysis of existing State facilities within three (3) miles of the subject area is included as **Appendix C**. This analysis showed there are segments of U.S. 17/92 (SR 600) currently exceeding LOS targets. In addition, there are segments of the U.S. 17/92 and U.S. 192 located within three (3) miles of the subject property projected to exceed LOS targets through the YR 2045 scenario.

Based on this analysis, the proposed amendment will result in an increase in trip generation potential of the subject property; therefore, significant adverse impacts to the State Highway System (SHS) or SIS are anticipated to occur during the future conditions (YR 2045). Specifically, FDOT has concerns regarding the proposed project impacts to the surrounding state highway network - U.S. 192 and U.S. 17/92 - located to the north and south respectively and provide regional connectivity.

FDOT requests continued coordination with the City and application development regarding copies of all transportation related documents associated with the Poinciana Boulevard K-8

redevelopment, as the project continues to progress. This includes any documents submitted or produced in association with updates to submittals regarding the traffic impacts to the State highway system.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5457 or by email at Channing.Maiolo@dot.state.fl.us.

Sincerely,

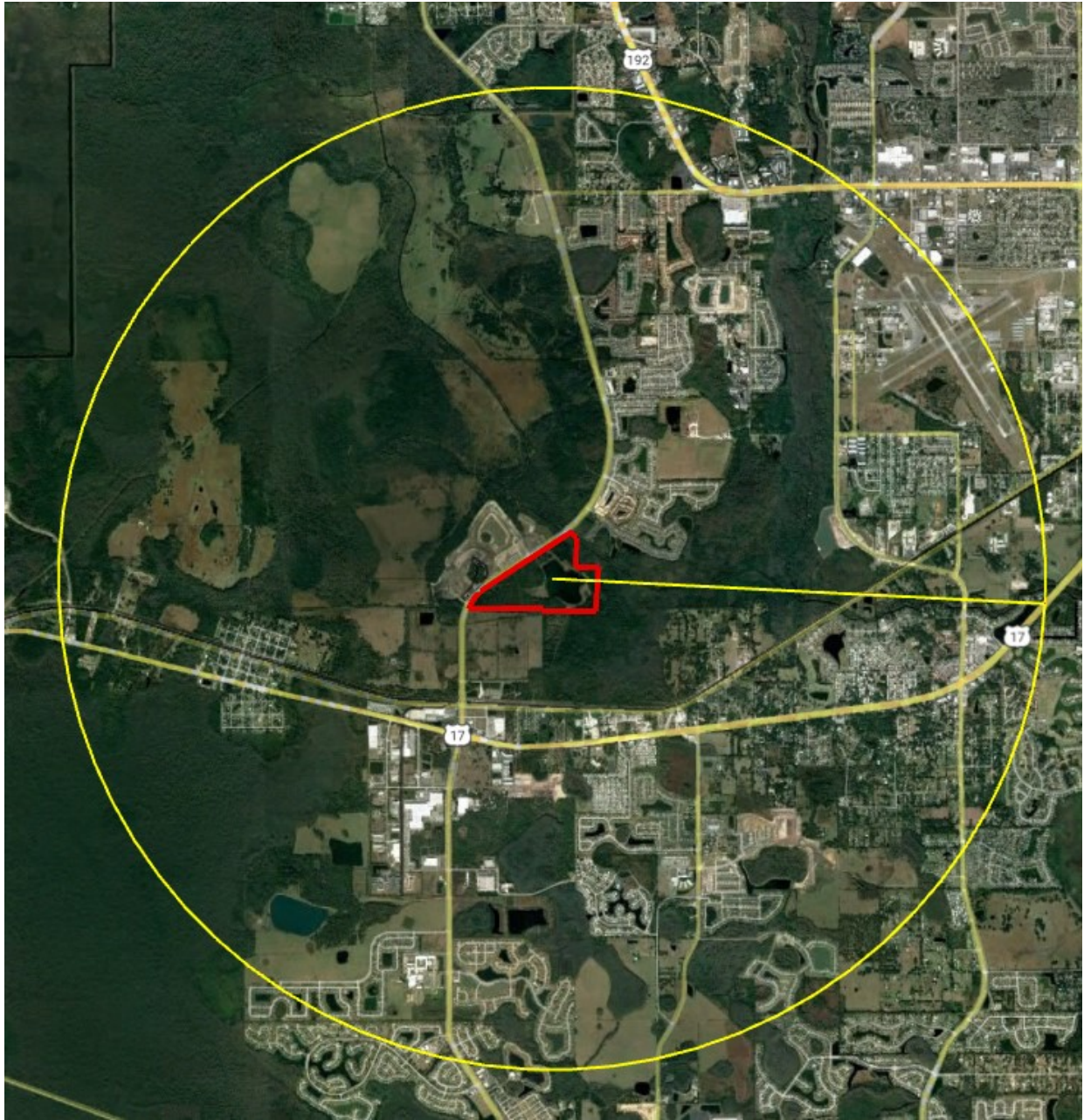


M. Channing Maiolo
Systems Planning Coordinator

cc: *Don Fisher, Osceola County*
Heather Garcia, FDOT
Steve Shams, FDOT
Jennifer Carver, FDOT

D. Ray Eubanks, DEO
Kelly Corvin, DEO
Tara McCue, ECFRPC

APPENDIX A LOCATION MAP



APPENDIX B TRIP GENERATION ANALYSIS

Trip Generation Potential of Parcel Affected by FLUM Amendment

Scenario	Land Use	Parcel Size		ITE Code	Max Density	Allowed Development		Daily Trips	PM Peak Hour Trips
Adopted	Frank Brown Ranch (MU-FB)	104.41	Acres	220	600 DU	600	DU	4,495	291
		26.37	Acres	820	2.5 FAR	2,871,693	SF	58,960	6,518
Proposed ⁽¹⁾	MF-MDR (Multi-Family Medium Density)	68.28	Acres	221	10 - 20 DU / Acre	1,366	DU	7,443	545
	Institutional (K-8 School)	62.5	Acres	520 / 522 ⁽²⁾	2.0 FAR	5,445,000	SF	73,280	8,086
Difference								+ 17,268	+ 1,822

Source: ITE Trip Generation Manual, 10th Edition

Note: (1) The proposed Comprehensive Plan Amendment package did not quantify the acreages of the MF-MDR and institutional land uses within the 130.78-acre property. Therefore, the acreage was approximated using the Osceola County property appraiser website. Utilizing the GIS tools, approximately 47 of the 109.5-acre property (parcel 35-25-28-00U0-0000) would be dedicated to the residential component.

(2) The ITE Trip Generation Manual does not currently provide rates for daily trips and/or PM peak-hour traffic of adjacent street traffic for a private K-8 school land use (ITE code 534). Therefore, for the purpose of this analysis the square footage was split in half and sum of traffic calculated between an elementary school (ITE code 520) and a middle/junior high school (ITE code 522).

APPENDIX C
STATE ROADWAY SEGEMENTS AFFECTED BY PROPOSED FLUM AMENDMENT

Roadway(s)	Segment(s)	SIS?	# of Lanes	LOS Target	2020			2045		
					Service Volume at LOS Target	AADT	Acceptable?	Service Volume at LOS Target	AADT	Acceptable?
SR 600 / US 17/92	East of Old Tampa Highway to Poinciana Parkway	N	2	D	18,590	25,000	N	18,590	38,000	N
	Poinciana Parkway to CR 535 / Ham Brown Road	N	2	D	18,590	29,500	N	18,590	39,000	N
	CR 535 / Ham Brown Road to CR 531 / Pleasant Hill Road	N	4	D	41,790	29,500	Y	41,790	39,000	Y
	CR 531 / Pleasant Hill Road to W. Portage Street	N	4	D	41,790	41,500	Y	41,790	71,000	N
SR 530 / US 192	SR 535 to Oren Brown Road	N	6	D	62,900	41,000	Y	62,900	64,000	N
	Oren Brown Road to Hoagland Boulevard	N	6	D	62,900	58,000	Y	62,900	69,000	N



November 9, 2021

Brenda Ryan
City of Kissimmee
Development Services Department
101 Church Street
Kissimmee, FL 34741

**DEPARTMENT OF
COMMUNITY
DEVELOPMENT**

Dave Tomek
Administrator

Brian K. Brown
Deputy Administrator

Vacant
Assistant Administrator

William Grimes
Building Official

Kelly Haddock
Current Planning Director

Jose A. Gomez, P.E.
Development Review
Director

Joseph S. Strickland
Extension Services Director

Robert Mindick
Parks and Public Lands
Director

Kerry Godwin
Planning & Design
Director

Kevin Ostrowski
Sports & Event Facilities
Manager

**Osceola
County**

1 Courthouse Square
Suite 1100
Kissimmee, FL 34741
PH: (407) 742-0200
Fax: (407) 742-0206
www.osceola.org

**RE: Poinciana Boulevard K-8 Large Scale Map and Text Amendment
(DRC21-00051, COK 21-03ESR)**
PID#: 35252800U000400000

Dear Ms. Ryan:

Osceola County staff has reviewed the proposed Comprehensive Plan Amendment. There are no objections to the proposed application. The following are provided as informational comments for your review. Future coordination with the County during the development of this site is desired:

- 1) The proposed amendment is located north of the SunRail Station Area (Station Area);
- 2) The Station Area includes high density residential and intense non-residential uses, complementary to the proposed institutional and proposed medium density development;
- 3) The Osceola County Transportation Map Series shows a Framework Street located at the southern boundary of the subject property. The County seeks coordination to integrate connections between the subject parcel and the street system in the Station Area; and,
- 4) Pedestrian and bicycle connectivity between the subject property and the Station Area should be prioritized, particularly between residential development and the school site.

Thank you for your time and consideration. Please contact me at 407-742-0293, or email at photenie.burnett@osceola.org if you have any questions or concerns.

Sincerely,

Photenie A. Burnett

Photenie A. Burnett, MPA
Senior Planner, Osceola County Planning and Design

Cc: David Tomek, David.Tomek@osceola.org
Cori Carpenter, Cori.Carpenter@osceola.org
Nicholas Hartley, Nicholas.hartley@osceola.org
Joshua Devries, Joshua.DeVries@osceola.org
Kelly Corvin, Kelly.Corvin@deo.myflorida.com

Brenda Ryan

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Wednesday, November 10, 2021 12:48 PM
To: Brenda Ryan; dcexternalagencycomments@deo.myflorida.com
Cc: Plan_Review
Subject: Kissimmee 21-03ESR Proposed

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

To: Brenda Ryan, AICP, Planning Manager

Re: Kissimmee 21-03ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



Tamarac teacher accused of molesting 12-year-old

By **Angie Dimichele**
South Florida Sun Sentinel

PLANTATION — A teacher at Bethlehem Junior Academy in Tamarac said “it was the devil that made him” molest a 12-year-old former student while he tutored her at a Broward County library, police said.

Plantation police arrested Leslie Wolfe, 63, last week on charges of lewd or lascivious molestation and conduct after the girl told her mother Wolfe forced her to rub his leg and back and molested her, a probable cause affidavit says.

The girl’s mother dropped her daughter off at the county library branch in Plantation on Nov. 10 for their usual hourlong tutoring session on Nov. 10. Wolfe, who had been the girl’s sixth grade math and science teacher, had tutored her for several weeks before

that day, the affidavit says.

Wolfe took the student up to private rooms in the library, she told police, and



Wolfe

near the end of the session, he grabbed her hand and forced her to rub his leg and upper-thigh area, the affidavit says.

When she immediately pulled away, she told police he forced her hand to rub his back.

She continued to pull away, and he told her to stop. She told police she felt as if she were forced to stay in the room with him because he is an adult, her former teacher and her tutor, the court record says.

Bethlehem Junior Academy did not returned a call requesting comment.

After forcing her to touch his leg and back, Wolfe inappropriately touched the girl, she told police.

He said to girl “sorry to make you nervous,” afterward, the affidavit says, and ended the session.

While driving home, the mother told police Wolfe called and asked to speak with her daughter because they had an “emotional moment” at the session.

After Wolfe asked the student if she was OK and the mother hung up, the girl explained what happened.

Wolfe told the mother that “it was the devil that made him do it” when she called to confront him about what her daughter said happened, the affidavit says.

He told her he planned to ask his church for help the next day.

Wolfe is being held in the Broward Main Jail with a \$150,000 bond.

Polk sheriff: Deputies shot 2 suspects

By **Garfield Hylton**
Orlando Sentinel

Polk County deputies shot and injured two burglary suspects after one of them drove toward a lieutenant, the sheriff’s office said Friday. No law enforcement officers were hurt.

Sheriff Grady Judd said his deputies were assisting Bowling Green officers who interrupted an armed burglary.

While involved in a road chase, Bowling Green officers asked Polk deputies to

box suspects James Hillburn Jr. and Justin Norris in to stop the pursuit.

Polk deputies tried two or three times to slow them down to no avail, Judd said.

Judd said Hillburn Jr. and Norris could have driven back onto the highway, but Hillburn, who was driving, turned toward Lt. William Strickland.

“He’s already driven through here one time. He knows there’s no way out. So why does he drive at our deputy? We can only surmise to kill the lieutenant and the

other two deputies,” he said.

Lt. Strickland and two other deputies opened fire on the suspects, striking Hillburn in the head and Norris in both legs.

Judd said Norris has a criminal history including 28 felonies and had been out of prison for two and a half years.

He said Norris had a recent failure to appear at a court appearance for burglary.

“These are career criminals,” Sheriff Judd said. “These are people that are very dangerous.”

A \$250,000 Usain Bolt statue set to rise in Miramar despite resistance

By **Lisa J. Huriash**
South Florida Sun Sentinel

MIRAMAR — A monument to Usain Bolt will stand tall in South Florida, celebrating the champion sprinter who long dominated in the Olympics.

The runner’s statue will wind up costing much more than some Olympic gold: The tab for Miramar taxpayers will be a quarter-million dollars. While some residents balk at spending \$250,000, even calling the cost “ridiculous,” the city says it’s worth the price for a sculpture of the super-fast athlete.

Bolt is a Jamaican superstar and the statue is a nod to diversity in South Florida. Through the years, hundreds of thousands of Jamaicans have made their home across the tri-county region, and Miramar also has a burgeoning number of families with ties to Jamaica.

The bill for the statue will be paid in four installments to artist Basil Watson, who has been written about in Caribbean media and lauded by local officials.

“We wanted to make sure we had a world-class Olympian as part of the art in

public places” efforts, said Alexandra Davis, a Miramar city commissioner. The statue will be placed at the Ansin Sports Complex at 10801 Miramar Blvd., and Davis hopes Bolt’s statue will help draw more international, world-class athletic events in the region.

A statue of Bolt alone shows “minorities can rise above ... and shows we can achieve,” said Miramar resident Doreen Lovell, who was born in Jamaica. She said the statue helps “build up the image of the city. It’s showing we are diverse.”

There hasn’t been total support.

City Commissioner Winston Barnes calls Bolt “a phenomenon,” but thinks spending \$250,000 for the statue is ‘ridiculous’ and “a waste of taxpayer money.” Miramar isn’t like Moscow, which has an Usain statue of its own. Miramar is not attracting international tourists, he said.

“Attaching ourselves to monuments or icons is not going to make us a 24/7 city,” Barnes said. “We’re not a tourist city — come on.” The money could be better spent for “the larger community”

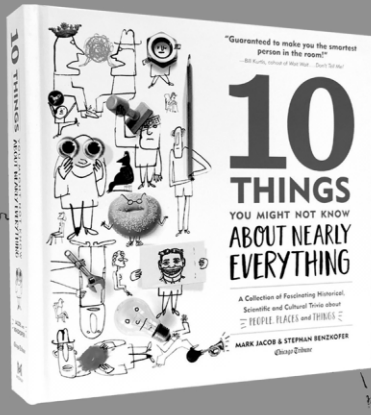
of Miramar residents, he said. “I do not think we have the luxury to try to create monuments of icons simply at the fancy of elected officials.”

Exactly what the statue will look like isn’t yet known, including what pose it would show Bolt striking. (Hint: It very well could be that lightning bolt pose he so often showcased while on the Olympic scene.)

Bolt, through his representatives, couldn’t be reached for comment. But he likely would love the recognition. “I’m definitely a sprinter first, but I like to entertain, because that’s what people come out to see,” he once told the news media. “That’s why people love me so much.”

Resident Chris Koval, who previously ran for City Commission, said the city’s leaders could have had a more encompassing display.

Rather than all the money going to one person, Koval said he would prefer to see Native American and Black athletes who are both from United States and served as inspiration for Bolt, such as Jim Thorpe, Carl Lewis, Florence Griffith Joyner and Edwin Moses, as part of a larger garden of honorees.



FACT #341

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contains a plethora of tidbits and trivia that will appeal to everyone, from history buffs to sports fans to foodies. From lighthearted topics such as misspellings and extreme eating, to serious subjects such as WWII and prison, this book leaves readers brighter and wittier than ever before.

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CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING CITY COMMISSION

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the Second Reading and Adoption Hearing of the proposed ordinance on **Tuesday, December 7, 2021** at 6:00 p.m., or soon thereafter as possible, in the City Commission Chambers, 101 Church St., Kissimmee, FL 34741 with socially distanced seating.

The proposed ordinance to be discussed at the public hearing will be as follows:

PROPOSED ORDINANCE 21-10: AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB); DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

FROM: MU-FB (Mixed Use – Frank Brown Ranch) – City

TO: INST (Institutional) & MF-MDR (Multiple Family Medium Density Residential) – City

The subject property is located at: **Parcel ID: 36-25-28-00U0-0015-0000, 35-25-28-0000-0040-0000, & 35-25-28-00U0-0040-0000**

Legal Description:

BEG AT W 1/4 COR OF SEC, E 651.37 FT, N 1341.77 FT, W 648.04 FT TO W/L OF SEC, S 1328 FT MOL TO POB AND N 47 FT OF W 651.50 FT OF SW ¼

Together with Parcel 2:

BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD ON NON-TAN CURVE, CONC SELY, RAD 1500 FT, INCL ANG 34 DEG (CH BEARING N 40 DEG E 881.13 FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, INCL ANG 4 DEG (CH BEARING N 55 DEG E 289.94 FT) ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB AND N 53.80 FT OF SE 1/4 LESS W 1700 FT ORD #2338

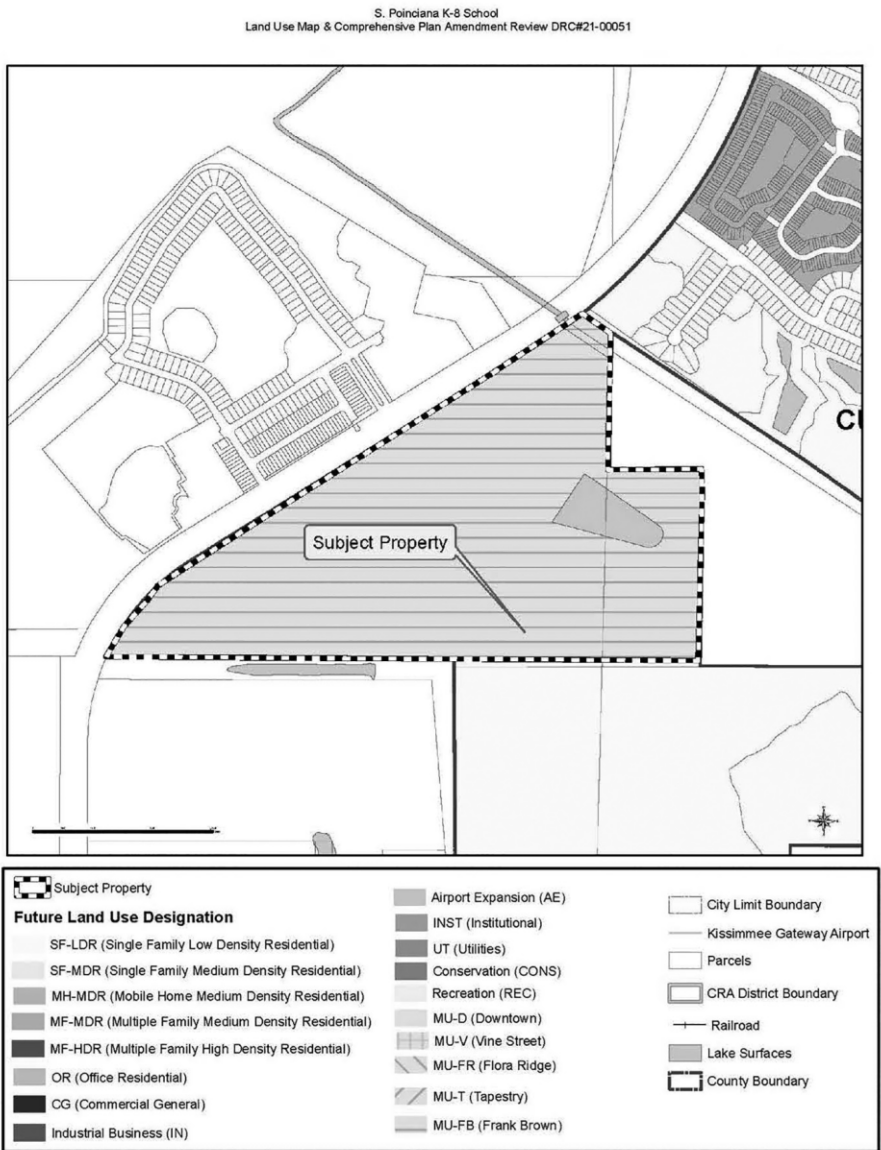
Together with Parcel 3:

THAT PORTION OF N 1/2 LYING E OF POINCIANA BLVD R/W & S OF C/L OF OREN BROWN DRAINAGE CANAL, SUBJ TO MAINTENANCE ESMT 75 FT IN WIDTH S OF C/L OF CANAL LESS BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD BEING ON NON-TANG CURVE, CONC SELY, RAD 1500 FT, CENT ANG 34 DEG, (CH BEARING N 40 DEG E 881.13FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, CENT ANG 4 DEG, (CH BEARING N 55 DEG E 289.94 FT), ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB

Reference: DRC#21-00051

DEO#21-03ESR

S. Poinciana Blvd. K-8 School



Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140.

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 (407) 518-2308 prior to the meeting. (FS286.26)

In accordance with [Florida Statute](#) 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.



**COMMISSION MEETING ACTION SUMMARY
SESSION OF THE CITY COMMISSION HELD AT THE
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 5, 2021
6:00 PM**

1. MEETING CALLED TO ORDER

ROLL CALL: Mayor Olga Gonzalez (Present), Commissioners Olga Castano (Present), Commissioner Felix Ortiz (Present), Commissioner Carlos Alvarez III (Present), Commissioner Jim Fisher (Present)

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PRESENTATION FROM OSCEOLA COUNTY PROPERTY APPRAISER KATRINA S. SCARBOROUGH ON PROPERTY VALUES IN OSCEOLA COUNTY, THE CITY OF KISSIMMEE, AND THE COMMUNITY REDEVELOPMENT AREAS

The Osceola County Property Appraiser will provide the City Commission with an update on the growth in the City of Kissimmee.

3.B PROCLAMATION - BULLYING AWARENESS MONTH

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

3.C PROCLAMATION - HISPANIC HERITAGE MONTH

The request is for the City Commission to present a Proclamation in honor of "Hispanic Heritage Month."

3.D HISPANIC HERITAGE MONTH ART EXHIBITION

The request is for the City Commission to present certificates of recognition to art exhibit participants.

3.E EMPLOYEE OF THE MONTH FOR OCTOBER

That the City Commission join the City Manager in recognizing Kristy Strobl, Police Department, as October's Employee of the Month.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**4.A PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AMENDMENTS: 2021 COMP PLAN AMENDMENTS; DRC#21-00097 - PROPOSED ORDINANCE # 21-13**

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Amend the Future Land Use, Transportation, and Capital Improvements Elements and add a Property Rights Element to the Comprehensive Plan.

Motion to approve First Reading of Proposed Ordinance # 21-13 Passed.

4.B PUBLIC HEARING - FIRST READING - TRANSMITTAL HEARING FOR COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT, LARGE SCALE (MUFB TO INST & MFMDR) S. POINCIANA BLVD. K-8 SCHOOL; DRC#21-00051 - PROPOSED ORDINANCE #21-10

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MUFB); DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading and transmittal of a land use text and map amendment to remove Future Land Use Element Policy 1.2.10.2 (Mixed Use - Frank Brown Ranch) from the Comprehensive Plan and change the Future Land Use Map designation of Mixed Use-

Commission Meeting Action Summary – October 5, 2021

Frank Brown Ranch (MU-FB) to Institutional and Multi-Family Medium Density Residential (INST & MF-MDR) on 128 acres of land.

Motion to approve First Reading of Proposed Ordinance # 21-10 Passed.

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - PUD AMENDMENT: OSCEOLA VILLAGE CENTER; DRC#21-00059 (REHABILITATION HOSPITAL)

Approval of a Planned Unit Development (PUD) Amendment to add a rehabilitation hospital as a Conditional Use for the Osceola Village Center development.

Motion to approve Public Hearing Passed.

5.B PUBLIC HEARING - FIRST SUBSTANTIAL AMENDMENT TO THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

Approval of the Resolution to proposed amendment to the 2020 CDBG Annual Action Plan which deletes two current projects and reallocates funds to existing projects.

Motion to approve the Public Hearing and adopt Resolution # 24-2021 Passed.

6. HEAR AUDIENCE

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 14, 2021 City Manager and City Attorney Evaluations and September 14, 2021 Commission Minutes.

Motion to approve Passed.

7.B TYLER TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SUITE

Commission Meeting Action Summary – October 5, 2021

Approval of the payment for the annual software maintenance for Tyler Technologies ERP software suite in the amount of \$218,191.58.

Motion to approve Passed.

7.C APPROVAL OF CISCO ENTERPRISE AGREEMENT

Approval of a three-year Cisco Enterprise Agreement (EA) in the amount of \$134,377.92 (\$44,792.64 annually) from Software House International utilizing the Sourcewell purchasing contract.

Motion to approve Passed.

7.D CENTRALSQUARE TECHNOLOGIES ANNUAL SOFTWARE MAINTENANCE FOR ONESOLUTION PUBLIC SAFETY SOFTWARE SUITE

Approval of the annual maintenance contract for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of \$154,868.81.

Motion to approve Passed.

7.E PURCHASE OF BUDGETED COMPUTER EQUIPMENT

Approval to purchase Fiscal Year 2021-22 budgeted servers, personal computers, printers, and associated equipment from the State or National purchasing contracts with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available from applicable contracts.

Motion to approve Passed.

7.F SECOND AMENDMENT TO CONCESSION SERVICES AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GULFSTREAM CATERING INC

Approval of the Second Amendment to the Concession Service Agreement between the City of Kissimmee and Gulfstream Catering.

Motion to approve Passed.

7.G APPROVAL TO AWARD BID RFP 2021-009 FOR CONCESSION SERVICES FOOD SERVICE OPERATIONS AT KISSIMMEE LAKEFRONT PARK TO EDEN FAST FROZEN DESSERT, LLC FOR RUBY CAFE AND KISSIMMEE DINER, INC FOR BIG TOHO MARINA

Commission Meeting Action Summary – October 5, 2021

Approval to award bid RFP 2021-009 for Concession Services Food Service Operations at Kissimmee Lakefront Park to Eden Fast Frozen Dessert, LLC for Ruby Plaza Cafe and Kissimmee Diner, Inc for Big Toho Marina.

Motion to approve Passed.

7.H LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO.1 WITH FDOT FOR THE CONSTRUCTION OF THE TOHO-VALENCIA TRAIL II PROJECT FPN: 439084-1-58-01

Approval of the attached resolution authorizing the Mayor to execute and deliver the Local Agency Program (LAP) Agreement and the City Manager to execute and deliver any subsequent documentation and amendments to the Florida Department of Transportation (FDOT) for the construction of the TOHO-Valencia Trail II Project, FPN: 439084-1-58-01.

Motion to adopt Resolution # 25-2021 Passed.

7.I BID AWARD FOR THE CONSTRUCTION OF THE TOHO - VALENCIA COLLEGE TRAIL II PROJECT, FPN: 439084-1-58-01

Approval to award the bid for the construction of the Toho Valencia College Trail II Project (FPN: 439084-1-58-01) to Schuller Contractors Inc. of Orlando, Florida in the amount of \$320,718.84.

Motion to approve Passed.

7.J DISPOSAL OF CITY ASSETS

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

Motion to approve Passed.

7.K LAW ENFORCEMENT PARTNERS DONATION TO THE CITY OF KISSIMMEE POLICE DEPARTMENT

Approval for the Kissimmee Police Department to accept a donation and commitment from Law Enforcement Partners.

Motion to approve Passed.

7.L RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4208

Commission Meeting Action Summary – October 5, 2021

Commission approval of the ratification of the collective bargaining agreement (CBA) with the International Association of Fire Fighters, Local 4208 (IAFF) representing the fire fighters, EMT's and paramedics bargaining unit.

Motion to approve Passed.

8. DISCUSSION ITEMS**8.A PRESENTATION OF FINANCIAL STATEMENTS FOR THE KISSIMMEE CHARTER SCHOOL FOR THE YEAR ENDED JUNE 30, 2021**

Acceptance of the Financial Statements for the Kissimmee Charter School for the fiscal year ended June 30, 2021.

Motion to accept Passed.

8.B KISSIMMEE'S OPERATION BUSINESS BOOST

City staff seeks approval of a new multi-pronged business initiative to support our local economy and continue to spur new investment.

Motion to approve Passed.

8.C 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.

Motion to appointment Mariana Valerio to the Charter School Advisory Board as a Businessperson Passed.

8.D ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS FOR PENSION BOARDS

Commission requested to appoint or reappoint one (1) member to the Police Pension Board and one (1) member to the Fire Pension Board. These annual appointments expire September 30, 2021 and the current members wish to be reappointed.

Motion to reappoint Reginald Hardee to the Fire Pension Board Passed.

Motion to reappoint Catalin Cruz to the Fire Pension Board Passed.

8.E 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.

Motion to appoint Dr. Wade Mumm Passed.

Motion to appoint Pastor Gabby Mejia At-Large Passed.

Motion to appoint Twis Lizasuain At-Large Passed.

Motion to appoint Pastor Mike DeLong At-Large Passed.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

Motion to deny request for \$1,300 in travel funds to attend Chamber Retreat Passed.

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

Meeting adjourned 6:59 p.m.

**Planning Advisory Board
Commission Chambers
City Hall
Kissimmee, Florida
Wednesday, August 4, 2021
6:00 P.M.**

MEMBERS

Robert Bussiere, Chairman
Jeff Wolff, (Vice Chairman), (Absent)
Debra Buxton, (Absent)
Robert Spalding
Jackie Espinosa
Fatima Santiago
Diana Marrero-Pinto
Jason Lindsey, (School District)

STAFF

Douglas Etheredge, Assistant Director
Brenda Ryan, Planning Manager
Olga Sanchez-DeFuentes, City Attorney
Yolanda Hazley, Planning Technician

Due to technical difficulties the minutes could not be transcribed in its entirety.

Chairman Bussiere called the meeting to order at 6:00 p.m.

II Moment of silence and Pledge of Allegiance.

III Minutes

Member Espinosa made a motion to approve the minutes of May 19, 2021 Planning Advisory Board Meeting. Seconded by Member Spalding.

Chairman Bussiere	Aye	Member Santiago	Aye
Member Spalding	Aye	Member Marrero-Pinto	Aye
Member Espinosa	Aye		

Motion carried 5-0.

IIII OLD BUSINESS

IV NEW BUSINESS

**A. S. Poinciana Blvd. K-8 School, Land Use Plan Amendment (Large Scale),
DRC#21-00051, Proposed Ordinance#21-10**

Planning Manager Ryan stated that this is a request for approval of a Land Use Text Amendment (Large Scale), From: MU-FB (Mixed-Use Frank Brown Ranch) To: INST (Institutional) & MF-MDR (Multi-Family Medium Density Residential) on 128 acres of land.

Staff recommends approval for the following reasons:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.1.3, Multi-Family Medium Density Residential (MF-MDR) that is intended to accommodate multiple family structures with a density of 10-20 units per acre. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.
2. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.1, Institutional (INST), that is intended to accommodate existing public and semi-public services including: governmental administration buildings and educational institutions. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR.
3. Compliance with Comprehensive Plan Future Land Use Policy 1.2.6.2, Public School Facilities, that permits public schools (kindergarten through high school) as allowable uses in areas with Institutional (INST), Single Family Low Density Residential (SF-LDR), Single Family Medium Density Residential (SF-MDR), Multiple Family Medium Density Residential (MF-MDR), Multiple Family High Density Residential (MF-HDR), Office-Residential (OR), Commercial General (CG), Industrial Business (IN), and Mixed-Use categories (MU-D, MU-V) subject to Land Development Code.
4. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan Text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
5. Compliance with Land Development Code Section 14-4-4A, Agricultural & Conservation (AC) Zoning District, that is compatible with the Institutional (INST) and Multiple Family Medium Density Residential (MF-MDR) Land Use designations.

Staff recommends approval subject to the following 1 condition:

1. Subject to Planning Advisory Board and City Commission review and approval to transmit to the Department of Economic Opportunity (DEO) for interagency review.

Member Spalding made a motion for approval subject to 1 condition. Seconded by Member Espinosa.

1. **Subject to Planning Advisory Board and City Commission review and approval to transmit to the Department of Economic Opportunity (DEO) for interagency review.**

Chairman Bussiere
Member Spalding
Member Espinosa

Aye
Aye
Aye

Member Santiago
Member Marrero-Pinto

Aye
Aye

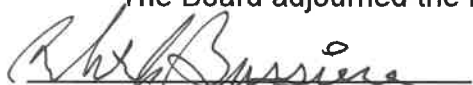
Motion carried 5-0.

VI Discussion

VII HEARING CHAIRMAN AND BOARD MEMBERS

VIII ADJOURN

The Board adjourned the meeting at 6:07 p.m.



Chairman Bussiere, Chairman
Planning Advisory Board



Brenda Ryan, Planning Manager
Development Services Dept.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the Planning Advisory Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.



DRC#21-00051
Land Development Code Text Amendment-First Review
S. Poinciana Blvd K-8 School
Project Rep: Rhonda Blake

DEVELOPMENT REVIEW COMMITTEE—June 1, 2021

DEPARTMENT REPRESENTATIVES:

AVIATION: 407-518-2516
Ramon Senoras

POLICE: 407-518-3227
Erika Castellucci
Jack Flanary

BUILDING DIVISION: 407-518-2120
Juan F. Hernandez
Juan C. Hernandez
Elisabeth Richter-Belote

PLANNING DIVISION: 407-518-2140
Douglas Etheredge
Brenda Ryan
David Bridle

FIRE: 407-518-2202
Chris Alessandri
Mary Creason

PUBLIC WORKS & ENGINEERING: 407-518-2170
Ryan Birks-Kilman
Jody Kirkendall (Sanitation) - 407-518-2651

PARKS & RECREATION: 407-518-2501
Steve Lackey
Kaia Greene

ADDITIONAL AGENCY REPRESENTATIVES:

**FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT):**
407-858-5900

OSCEOLA COUNTY SCHOOLS:
Rhonda Blake – 407-518-2964
Jason Lindsey – 407-518-2964

**KISSIMMEE UTILITY AUTHORITY
(KUA):**
Matt Maassen – 407-933-7777

PUBLIC SAFETY, 911 ADMINISTRATION:
Inez Padilla – 407-742-5911

OSCEOLA COUNTY HEALTH:
Jeffrey Smith – 407-742-8606

TOHO WATER AUTHORITY:
Kevin Anthony – 407-944-5000
Elizabeth George - 407-944-5000
Lauren Shields – 407-944-5000

OSCEOLA COUNTY PLANNING:
407-742-0200

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT (SFWMD):**
Mark Daron – 407-858-6100

DEVELOPMENT REVIEW COMMITTEE COMMENTS

To help ensure that comments have been addressed and to determine where and how they have been addressed, please provide written responses to each of the following comments.

AVIATION

Compliance-Comments

1. Proposed site of the school is within 2 miles SE in the approach for Runway 6. Continuous loud aircraft noise is expected day and night for arriving and departing traffic when Runway 6/24 is in use. Please submit an FAA Form 7460-1 to request an FAA Navigational Safety Study (<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>) that will determine the maximum allowable height of any structures and/or construction equipment that will penetrate the Kissimmee Airport's Airspace. Please submit the request at least 90 days prior to the planned start of construction to allow time for FAA review. Contact Airport Operations at (407) 518-2537 or ramon.senorans@kissimmee.gov for any assistance.

BUILDING DIVISION

Compliance-No Comments

FIRE

Compliance-No Comments

KISSIMMEE UTILITY AUTHORITY

No Comments Received-Comments may be forthcoming

OSCEOLA COUNTY PLANNING DEPARTMENT

Compliance-No Comments

OSCEOLA COUNTY SCHOOL BOARD

School District of Osceola County Application

PARKS & RECREATION

Compliance-No Comments

PLANNING DIVISION

Revise/Resubmit-Comments

Planning Division: Brenda Ryan

1. In order to remove the Mixed Use - Frank Brown (MU-FB) Future Land Use (FLU) designation in its entirety and replace with the proposed Institutional and Multi-Family

Medium Density Residential (MF-MDR) designations, the application must include all of the parcels that has the current MU-FB FLU designation.

- a) Include Parcels 36-25-28-00U0-0015-0000 and 35-25-28-0000-0040-0000 to the application.
 - b) Note that there may be a mapping error with MU-FB FLU designation for Parcel ID#35-25-28-0000-0014-0000 owned by Umam, LLC as this parcel was not listed with the original Frank Brown Annexation, Land Use or Rezoning applications (DRC#99-156, 99-157, and 99-158, respectively) and the parcel is currently reflecting that it is still within the County.
 - c) Also note that Parcel#35-25-28-0000-0040-0000 currently also reflects that it is still within the County but it was listed with the original Frank Brown Annexation, Land Use, and Rezoning applications.
2. Provide a copy of the MU-FB FLU Policy 1.2.10.2 in an underline/strikethrough format.
3. A legal description and a sketch of description is needed for the areas that will have the new MF-MDR FLU designations.
4. Provide additional justification for the Institutional and MF-MDR FLU designations and removal of the MU-FB FLU designation.
5. Note that a rezoning will be required at some point in time to accommodate new development. for the MF-MDR FLU designation. Any property that has a Future Land Use designation, other than single Family Low Density Residential (SF-LDR), and has an AC Zoning designation should be considered a holding zone which will permit appropriate rural development until such time as new urban development is appropriate. When new urban development is appropriate for such areas, the property subject to the proposed development may be rezoned to be consistent with its future land use designation and the new development shall be consistent with the new zoning. LDC 14-4-4A(3)
 - a) It is recommended to rezone all of the properties at the same time.
 - i) The AC Zoning only permits detached single family homes that only has a Single Family Low Density Residential Future Land Use designation and will not allow for any other type of residential development.
 - ii) Elementary and middle schools are permitted in AC Zoning; however, it is better suited to rezone to Community Facilities (CF) zoning that can accommodate additional ancillary community and educational uses.
6. Note that a subsequent Minor Site Plan review will be required for the school. LDC 14-3-31B(1)

POLICE

Compliance-No Comments

PUBLIC SAFETY/911

Compliance-No Comments

PUBLIC WORKS & ENGINEERING

Compliance-No Comments

Public Works: Ryan Kilman

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

No Comments Received

TOHO WATER AUTHORITY

Compliance-No Comments

Reviewing Dept: Cesar Munoz



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: S. Poinciana Blvd - K-8 School DRC# _____

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature: Rhonda Blake Date: 5/7/21

Agent Name (Print): Rhonda Blake

Property Owner Signature: Parisa Sabeti Date: 5/7/21

Property Owner Name (Print): Parisa Sabeti and Pegah Sabeti

Pegah Sabeti



**CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW**



PROJECT

Name of Project: S. Poinciana Blvd K-8 School

Location (Address if possible): East side of S. Poinciana Blvd, north of Old Tampa Highway

Parcel ID#: 36-25-28-00U0-0015-0000, 35-25-28-0000-0040-0000,
35-25-28-00U0-0040-0000

APPLICANT

Name: Parisa Sabeti and Pegah Sabeti, Co-Trustees

Firm: _____

Address: 132 E. Colonial Drive Suite 206 Orlando, FL 32801

Phone: (407) 963-0402

E-Mail: hank1041@icloud.com

AGENT (Contact Person)

Name: Rhonda Blake

Firm: The School District of Osceola County

Address: 817 Bill Beck Boulevard Kissimmee, FL 34744

Phone: (407) 518 2964

E-Mail: rhonda.blake@osceolaschools.net

OWNER

Name: Parisa Sabeti and Pegah Sabeti, Co-Trustees

Firm: _____

Address: 132 E. Colonial Drive Suite 206 Orlando, FL 32801

Phone: (407) 963-0402

E-Mail: hank1041@icloud.com

LEGAL DESCRIPTION/LOCATION

Please see attached for proposed School Site

35-25-28-00U0-0040-0000 Property Card Attached

East side of S. Poinciana Blvd. and North of Old Tampa Highway

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a CD containing PDF(s) of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**

FOR OFFICE USE ONLY

REQUEST _____ FEE COLLECTED _____

DATE _____ REC'D BY _____ DRC # _____ DRC DATE _____

SUFFICIENCY REVIEW (Y/N) _____ PROJECT MANAGER _____



CITY OF KISSIMMEE

APPLICATION FOR LAND USE PLAN AMENDMENT REQUEST

Present land use designation: MU-FB

Present zoning district designation: AC (Agricultural Conservation)

Requested City land use designation: Text Amendment to strike down MU-FB as indicated by COK in Pre-App Meeting 3/30/2021

What is the proposed zoning for the subject site? No Change
(Submittal of a zoning map amendment request application is also required to be submitted with this request)

Size (acres) of land included in the property: 130.78 +/- Acres

Is this submittal in conjunction with an Annexation request? YES ☐ NO ☒

Ownership: When was the deed to this property last recorded?

Date: 9/19/2020 Official Record of Deed Book 5790 Page 0673

What covenants, deed restrictions or other private agreement(s) regulate the use and development of this property?

None

State why the proposed land use change of the property would be appropriate for the property and also the surrounding areas:

Proposed Land Use Change would allow for a K-8 School Site that would serve the existing and proposed residential communities in the area. In addition to reducing the travel time that students are on the bus and to provide relief of the existing schools serving the area, including the elimination of portables, creating a cost savings.

I Certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- ☐ Owner of the property described herein
☐ Party to an agreement for purchase of this property*
☒ An agent for the owner or purchase of this property
☐ Other

*Applications submitted by an applicant other than the owner of the subject property shall be accompanied by written documentation, suitable to the City Attorney, from the property owner authorizing the applicant to submit this request.

Date: 5-5-2021

Printed Name: Brandon Pike

Signature: Brandon Pike

*The applicant will need to attend all city meeting(s) or the request will not be considered. Applicant may be required to provide additional data and analysis during the review process to support this proposed land use plan amendment.

See next page for approximate timing of the review process



CITY OF KISSIMMEE

APPLICATION FOR LAND USE PLAN AMENDMENT REQUEST

Present land use designation: MU-FB

Present zoning district designation: AC (Agricultural Conservation)

Requested City land use designation: Institutional and MF-MDR - Please see attached Narrative.

What is the proposed zoning for the subject site? No Change
(Submittal of a zoning map amendment request application is also required to be submitted with this request)

Size (acres) of land included in the property: 130.78 +/- Acres

Is this submittal in conjunction with an Annexation request? YES ☐ NO ☒

Ownership: When was the deed to this property last recorded?

Date: 9/19/2020 Official Record of Deed Book 5790 Page 0673

What covenants, deed restrictions or other private agreement(s) regulate the use and development of this property?

None

State why the proposed land use change of the property would be appropriate for the property and also the surrounding areas:

The K-8 school site will serve the existing and proposed residential communities in the area.

The portion west of the spine road to be designated as Institutional.

The portion east of the spine road to be Multi-Family Medium Density Residential "MF-MDR"

I Certify that to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- ☐ Owner of the property described herein
☐ Party to an agreement for purchase of this property*
☒ An agent for the owner or purchase of this property
☐ Other

*Applications submitted by an applicant other than the owner of the subject property shall be accompanied by written documentation, suitable to the City Attorney, from the property owner authorizing the applicant to submit this request.

Date: 5-5-2021

Printed Name: Brenda Blake

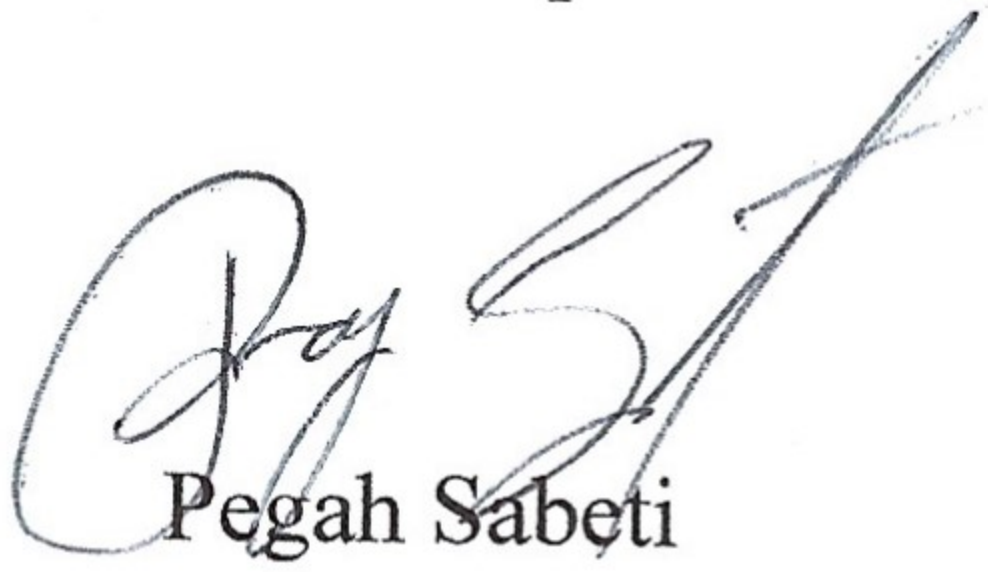
Signature: Brenda Blake

*The applicant will need to attend all city meeting(s) or the request will not be considered. Applicant may be required to provide additional data and analysis during the review process to support this proposed land use plan amendment.

See next page for approximate timing of the review process

City of Kissimmee,

We The owner of the property called Frank Brown mixed used, authorize The Osceola County School representative to submit Land use Plan changes in or behalf.



Pegah Sabeti



Parisa Sabeti

Narrative

Large Scale Text Amendment requesting:

1. The portion west of the proposed Spine Road where the K-8 is proposed be designated as Institutional.
2. The remaining portion of the parcel that will remain under the Sabeti's ownership proposed to be designated as MF-MDR.

SUBJECT PROPERTY (GREEN) AERIAL PHOTOGRAPH



Legal Description to be provided prior to Closing

Prepared by and Return to:
Kevin K. Smith, Esq.
SMITH MACKINNON, PA
P.O. Box 2254
Orlando, FL 32802-2254

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 3rd day of August, 2020, by Alexander C. Mackinnon, Individually and as Trustee, whose address is 400 North New York Avenue, Suite 108, Winter Park, FL 32789 ("Grantor"), to Parisa Sabeti and Pegah Sabeti, Co-Trustees, whose address is 132 E. Colonial Drive, Suite 206, Orlando, FL 32801, ("Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" 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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land located in Osceola County, Florida, more particularly described as:

SEE ATTACHED EXHIBIT "A"

* [Full power and authority is granted by this Deed to the Co-Trustees or their successors to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the real estate or any part of it.

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 Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever.



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: 35-25-28-00U0-0040-0000



Owner Information

Owner Name SABETI PARISA CO-TR
 SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
 ORLANDO, FL 32801

Physical Address KISSIMMEE FL 34746

Description PASTURELAND 1-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 04/27/2021, which are subject to change prior to certification

Land	\$6,200
AG Benefit	\$2,183,800
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$2,190,000
Assessed(estimated)	\$6,200
Exemption(estimated)	\$0
Taxable(estimated)	\$6,200

* 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	\$6,200
AG Benefit	\$2,183,800
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$2,190,000
Assessed*	\$6,200
Exemption	\$0
Taxable	\$6,200

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5790-0673	\$100	2020-08-03	QC
1	1692-2088	\$1,242,500	2000-01-13	WD
2	0830-0046	\$0	1986-10-01	WD

Land Information - Total Acreage: 109.50

Land Description	Units	Depth	Land Type	Land Value
SWAMP MAR	46.70	0.00	AC	\$1,400
NATIVE	62.80	0.00	AC	\$4,800
MARKET VALUE	109.50	0.00	AC	\$2,190,000

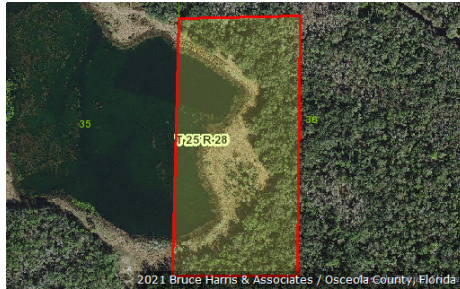
Legal Description

Legal Description BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD ON NON-TAN CURVE, CONC SELY, RAD 1500 FT, INCL ANG 34 DEG (CH BEARING N 40 DEG E 881.13 FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, INCL ANG 4 DEG (CH BEARING N 55 DEG E 289.94 FT) ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB AND N 53.80 FT OF SE 1/4 LESS W 1700 FT ORD #2338



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 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: 36-25-28-00U0-0015-0000



Owner Information

Owner Name SABETI PARISA CO-TR
 SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
 ORLANDO, FL 32801

Physical Address KISSIMMEE FL 34746

Description PASTURELAND 1-VAC

Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 07/01/2021, which are subject to change prior to certification

Land	\$1,200
AG Benefit	\$416,000
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$417,200
Assessed(estimated)	\$1,200
Exemption(estimated)	\$0
Taxable(estimated)	\$1,200

* 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	\$1,200
AG Benefit	\$416,000
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$417,200
Assessed*	\$1,200
Exemption	\$0
Taxable	\$1,200

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5790-0673	\$100	2020-08-03	QC
1	1692-2088	\$1,242,500	2000-01-13	WD
2	0830-0046	\$0	1986-10-09	WD

Land Information - Total Acreage: 20.86

Land Description	Units	Depth	Land Type	Land Value
NATIVE	11.79	0.00	AC	\$900
SWAMP MAR	9.07	0.00	AC	\$300
MARKET VALUE	20.86	0.00	AC	\$417,200

Legal Description

Legal Description BEG AT W 1/4 COR OF SEC, E 651.37 FT, N 1341.77 FT, W 648.04 FT TO W/L OF SEC, S 1328 FT MOL TO POB AND N 47 FT OF W 651.50 FT OF SW 1/4



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 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 35-25-28-0000-0040-0000



Owner Information

Owner Name SABETI PARISA CO-TR
 SABETI PEGAH CO-TR

Mailing Address 132 E COLONIAL DR STE 206
 ORLANDO, FL 32801

Physical Address 1301 S POINCIANA BLVD, KISSIMMEE FL 34746

Description PASTURELAND 1-VAC

Tax District 300 - OSCEOLA COUNTY

Tax Values

Current Values

Current Value represents working appraised values as of 07/01/2021, which are subject to change prior to certification

Land	\$0
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$8,200
Assessed(estimated)	\$0
Exemption(estimated)	\$0
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	\$0
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$8,200
Assessed*	\$0
Exemption	\$0
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	5790-0673	\$100	2020-08-03	QC
1	1692-2088	\$1,242,500	2000-01-13	WD
2	0830-0046	\$0	1986-10-01	WD

Land Information - Total Acreage: 0.42

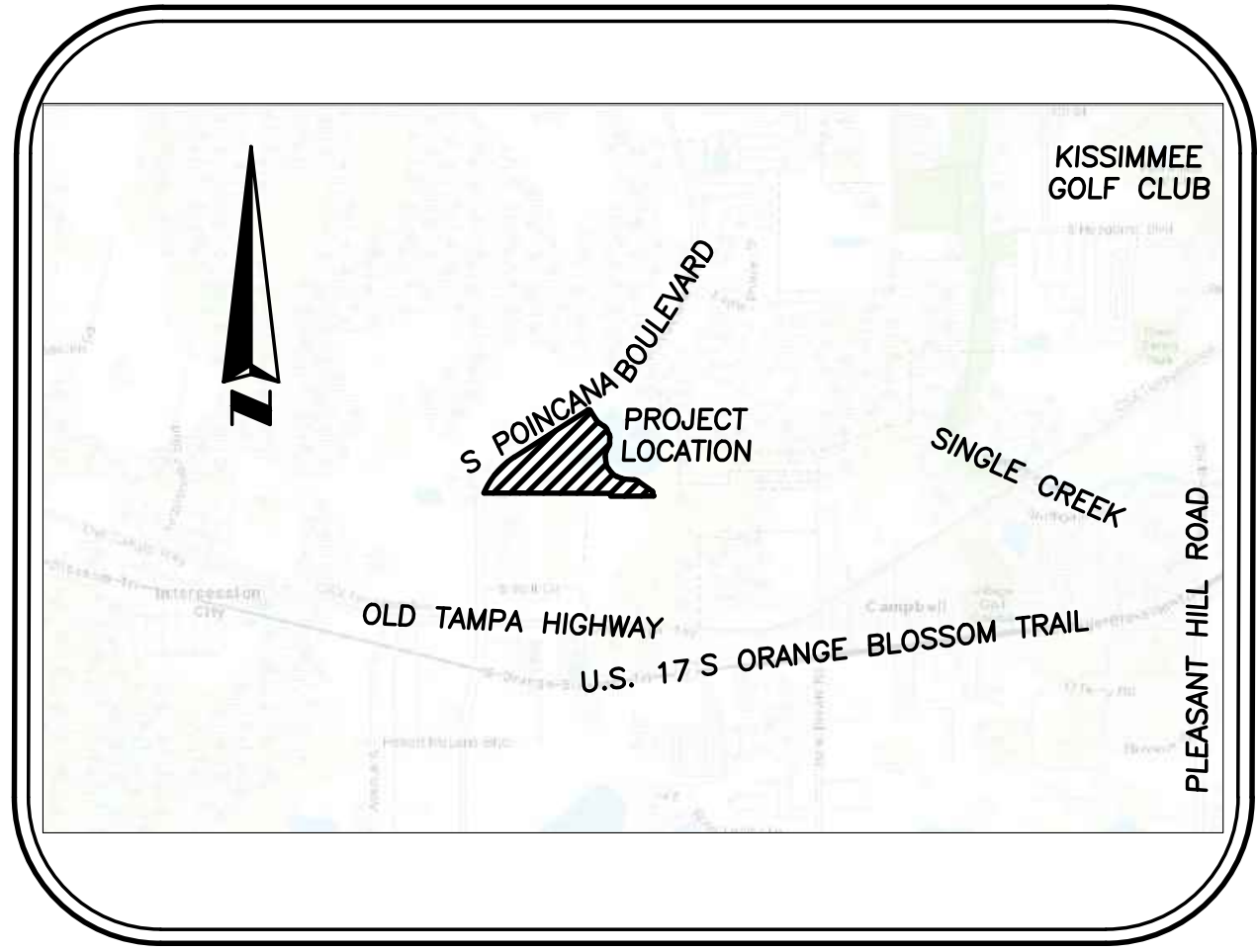
Land Description	Units	Depth	Land Type	Land Value
SWAMP MAR	0.41	0.00	AC	\$12
MARKET VALUE	0.41	0.00	AC	\$8,200

Legal Description**Legal Description**

THAT PORTION OF N 1/2 LYING E OF POINCIANA BLVD R/W & S OF C/L OF OREN BROWN DRAINAGE CANAL, SUBJ TO MAINTENANCE ESMT 75 FT IN WIDTH S OF C/L OF CANAL LESS BEG AT NE COR BLK 0 LOT 1 POIN OFFICE & INDUSTRIAL PARK 1 SEC B PB 3 PG 236-238, W 1700.09 FT, CONT W 674 FT TO ELY R/W POIN BLVD BEING ON NON-TANG CURVE, CONC SELY, RAD 1500 FT, CENT ANG 34 DEG, (CH BEARING N 40 DEG E 881.13FT) ALONG CURVE 894.31 FT, N 57 DEG E 2737.08 FT TO POC, CONC NWLY, RAD 3900 FT, CENT ANG 4 DEG, (CH BEARING N 55 DEG E 289.94 FT), ALONG CURVE 290.01 FT, S 56 DEG E TO E/L OF SEC, S TO A PT 1686.18 FT E OF POB, W 1686.18 FT TO POB

S. POINCANA BOULEVARD / KNIGHTBRIGDE PROPERTY

KISSIMMEE, FLORIDA



LEGEND & ABBREVIATIONS:

- | | | | |
|-------|----------------------------|------|--|
| ---- | = BARBED WIRE FENCE | ■ | = CONCRETE MONUMENT |
| -FOC- | = BURIED FIBER OPTIC LINE | ● | = IRON ROD |
| -GM- | = GAS MAIN | ⚡ | = WETLAND FLAG |
| -OHL- | = OVERHEAD UTILITY LINE | PT | = POINT OF TANGENCY |
| -WL- | = WATER LINE | PC | = POINT OF CURVATURE |
| ◇ | = POWER POLE | NT | = NON-TANGENCY |
| ⌒ | = GUY ANCHOR | PRC | = POINT OF REVERSE CURVE |
| ⊕ | = UTILITY MAKER | SWH | = SEASONAL HIGH WATER LINE |
| ⚓ | = WATER VALVE | ID | = IDENTIFICATION |
| CMP | = CORRUGATED METAL PIPE | LB | = LICENSED BUSINESS |
| RCP | = REINFORCED CONCRETE PIPE | RLS | = REGISTERED LAND SURVEYOR |
| | | SSMC | = SOUTHEASTERN SURVEYING & MAPPING CORPORATION |

DESCRIPTION: (BY THIS SURVEYOR)

A portion of lands described in Official Records Book 5790, Page 673, Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the intersection of the North line of Poincana Office and Industrial Park 1, Section B, according to the plat thereof recorded in Plat Book 3, Pages 236 through 238, Public Records of Osceola County, Florida and the Easterly right of way line of South Poincana Boulevard per Official Records Book 758, Page 2846, Public Records of Osceola County, Florida said point being on a non tangent curve concave Southeast, having a radius of 1500.00 feet and a central angle of 34°09'37"; thence from a tangent bearing of North 23°11'17" East Northeasterly, a distance of 894.31 feet along the arc of said curve and along said Easterly right of way line to a point of tangency; thence North 57°20'54" East, a distance of 1636.78 feet along said right of way line to a point of curvature of a curve concave Southerly, having a radius of 30.00 feet and a central angle of 90°00'00"; thence Easterly, a distance of 47.12 feet along the arc of said curve to the point of tangency; thence South 32°39'06" East, a distance of 208.35 feet to a point of curvature of a curve concave Northeasterly, having a radius of 220.00 feet and a central angle of 24°04'24"; thence Southeasterly, a distance of 92.43 feet along the arc of said curve to the point of tangency; thence South 56°43'29" East, a distance of 101.53 feet to a point of curvature of a curve concave Southwesterly, having a radius of 140.00 feet and a central angle of 31°45'00"; thence Southeasterly, a distance of 77.58 feet along the arc of said curve to the point of tangency; thence South 24°58'29" East, a distance of 100.00 feet to a point of curvature of a curve concave Westerly, having a radius of 140.00 feet and a central angle of 26°32'03"; thence Southerly, a distance of 64.84 feet along the arc of said curve to the point of tangency; thence South 01°33'34" West, a distance of 100.00 feet to a point of curvature of a curve concave Westerly, having a radius of 140.00 feet and a central angle of 24°26'46"; thence Southerly, a distance of 59.73 feet along the arc of said curve to the point of tangency; thence South 26°00'20" West, a distance of 100.00 feet to a point of curvature of a curve concave Easterly, having a radius of 220.00 feet and a central angle of 31°45'00"; thence Southerly, a distance of 121.91 feet along the arc of said curve to the point of tangency; thence South 05°44'40" East, a distance of 100.00 feet to a point of curvature of a curve concave Easterly, having a radius of 220.00 feet and a central angle of 31°45'00"; thence Southerly, a distance of 121.91 feet along the arc of said curve to the point of tangency; thence South 37°29'40" East, a distance of 100.00 feet to a point of curvature of a curve concave Northeasterly, having a radius of 220.00 feet and a central angle of 31°45'00"; thence Southeasterly, a distance of 121.91 feet along the arc of said curve to the point of tangency; thence South 69°14'40" East, a distance of 100.14 feet to a point of curvature of a curve concave Northerly, having a radius of 220.00 feet and a central angle of 16°55'33"; thence Easterly, a distance of 64.99 feet along the arc of said curve to the point of tangency; thence South 86°10'13" East, a distance of 167.57 feet to a point of curvature of a curve concave Southerly, having a radius of 150.00 feet and a central angle of 31°36'40"; thence Easterly, a distance of 82.76 feet along the arc of said curve to the point of tangency; thence South 54°33'33" East, a distance of 322.25 feet to a point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet and a central angle of 58°40'04"; thence Southeasterly, a distance of 25.60 feet along the arc of said curve to a point of reverse curvature of a curve concave Easterly, having a radius of 100.00 feet and a central angle of 36°38'34"; thence Southerly, a distance of 63.95 feet along the arc of said curve to a point of reverse curvature of a curve concave Westerly, having a radius of 25.00 feet and a central angle of 22°38'52"; thence Southerly, a distance of 9.88 feet along the arc of said curve to a point on the South line of lands described in Official Records Book 5790, Page 673, Public Records of Osceola County, Florida; thence South 89°46'35" West, a distance of 804.79 feet along the South line of said lands to a point on the East line of said Poincana Office and Industrial Park 1, Section B; thence North 00°25'12" West, a distance of 53.80 feet along said East line to a point on said North line; thence North 89°50'49" West, a distance of 2374.07 feet along said North line to the POINT OF BEGINNING.

SURVEYOR'S REPORT:

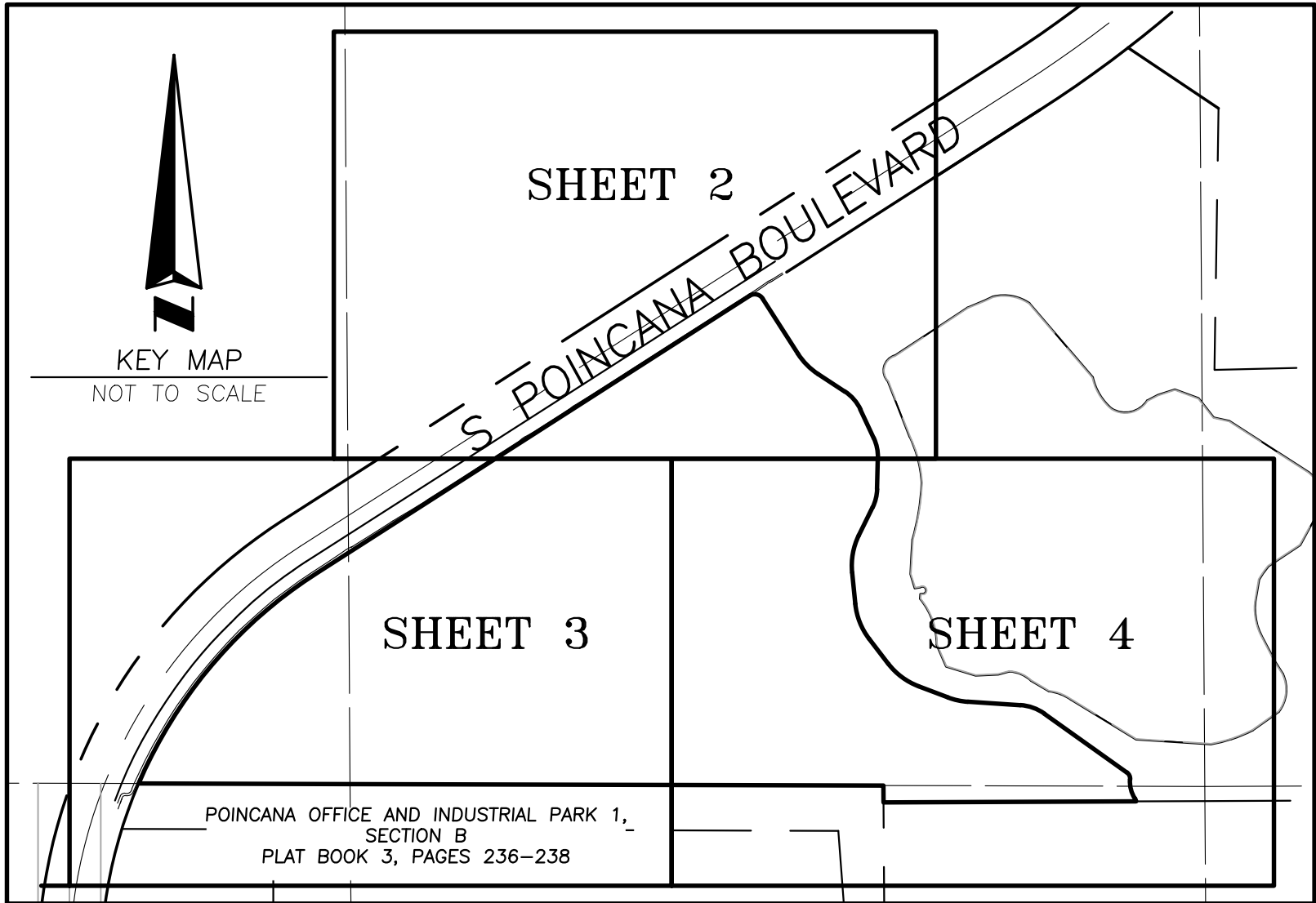
- Utility locations if shown hereon are based on field location of markings by utility company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
- Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
- Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown hereon are in United States survey feet and decimals thereof.
- This survey does not determine ownership of the lands shown hereon.
- Underground foundations have not been located.
- Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown hereon is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025.
- Features shown by symbol as indicated in the legend are not to scale.
- Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- Bearings shown hereon are based on the North Line of Poincana Office and Industrial Park 1, Section B, Plat Book 3, Pages 236-238, Osceola County, Florida being North 89°50'49" West. Bearings and distances shown hereon are measured unless otherwise noted.
- Horizontal features shown on the map refer to a National Geodetic Survey point with designation "R 628", PID number DI9142 and is relative to North American Datum of 1983 (NAD83), 2011 adjustment, State Plane Coordinate System, Florida East Zone. Distances shown are GRID distances.
- This Survey was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the parcel as shown.
- Unless shown, only those visible features found within the boundaries of this survey or in the immediate vicinity of the above described parcel boundary have been located.
- Right of Way information shown hereon was determined by found monumentation, recorded plats, and information obtained on the Osceola County Property Appraisers web site.
- The above described parcel contains 57.96 acres, more or less.
- Wetland areas depicted hereon were flagged or marked by other, and were field located by Southeastern Surveying & Mapping, Corp. on 03/30/2021.
- I have reviewed the title insurance commitment from Old Republic National Title Insurance Company #999454, dated December 30, 2020 at 11:00 PM and all recorded survey related encumbrances, except liens, identified in Schedule B-II of the title insurance commitment have been shown or noted on the survey. Title Commitment Schedule B-II. Exceptions that are not a survey matter may require a legal opinion as to their affecting or not affecting the subject parcel therefore the surveyor is not qualified by law to render a conclusive legal opinion as to those non-survey matter exceptions.

NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

SHEET LAYOUT

SHEET 1 COVER & KEY MAP
SHEETS 2-4 BOUNDARY



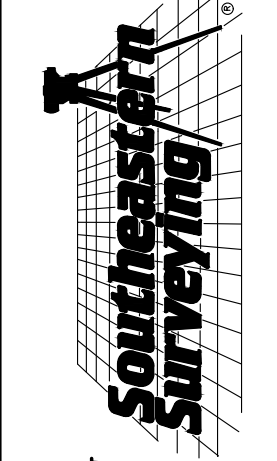
REVISION DATE	REVISION	BY
04/26/21	Added Easements and New Fence Location	AR

Boundary Survey	BY
S. Poincana Boulevard / Knightbridge Property	AR
Kissimmee, Florida	
Field Date: April 07, 2021	Drawn By: AS
Scale: AS SHOWN	

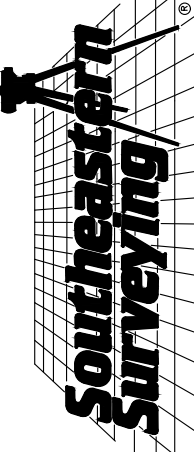
Certified to:	The School District of Osceola County
	Callan Law Firm, PA
	Frank C. Kruppenbacher, PA

DRAWING NUMBER
66225002
SHEET NUMBER
1 OF 4

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6600 All American Boulevard
Orlando, Florida 32817-4368
(407) 292-8580
e-mail: info@southeasternsurveying.com
Certification Number 1B2108



Andrew J. Perry, PSM
Professional Surveyor
Number 002182



**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
6600 All American Boulevard
Orlando, Florida 32817-4368
(407) 292-8580
e-mail: info@southeasternsurveying.com
Certification Number 1B2106

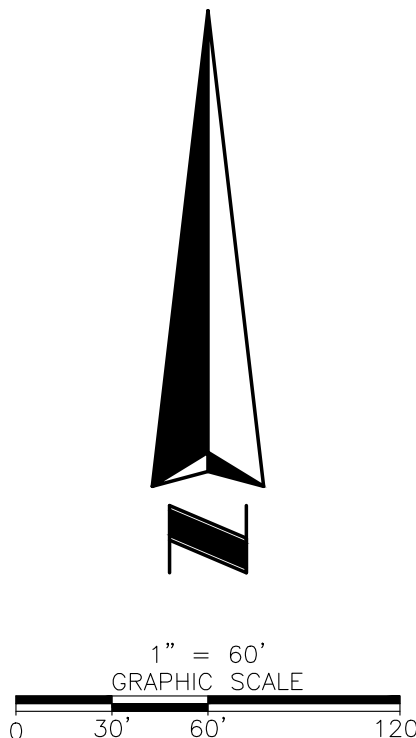
REVISION	REVISION DATE	BY
Added Easements and New Fence Location	04/26/21	AR

Boundary Survey
Project: **S. Poinciana Boulevard / Knightbridge Property**
Kissimmee, Florida
Field Date: April 07, 2021
Drawn By: AR
Scale: 1" = 60'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
66225002
SHEET
NUMBER

2 OF 4



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	30.00'	90°00'00"	47.12'	S77°39'06"E	42.43'
C2	220.00'	24°04'24"	92.43'	S44°41'17"E	91.76'
C3	140.00'	31°49'00"	77.58'	S40°50'59"E	76.59'
C4	140.00'	26°32'03"	64.84'	S11°42'28"E	64.26'

WEST LINE OF THE NORTHEAST
1/4 OF SECTION 35-25-28

SOUTH POINCIANA BOULEVARD
200.00' RIGHT OF WAY
PER OFFICIAL RECORDS BOOK 758, PAGE 2840
CENTERLINE

N57°20'54"E
1636.78'

SEE SHEET 3

TAX PARCEL #
35-25-28-00UO-0040-0000
NOT PLATTED
VACANT

WETLAND AREA W3
5.01 ACRES±
218,281 SQUARE FEET

SEE SHEET 4

EASEMENT ACROSS
MORTONSON PROPERTY
ORB 5434, PAGE 1173
PERPETUAL INGRESS &
EGRESS
ORB 4370, PAGE 2078

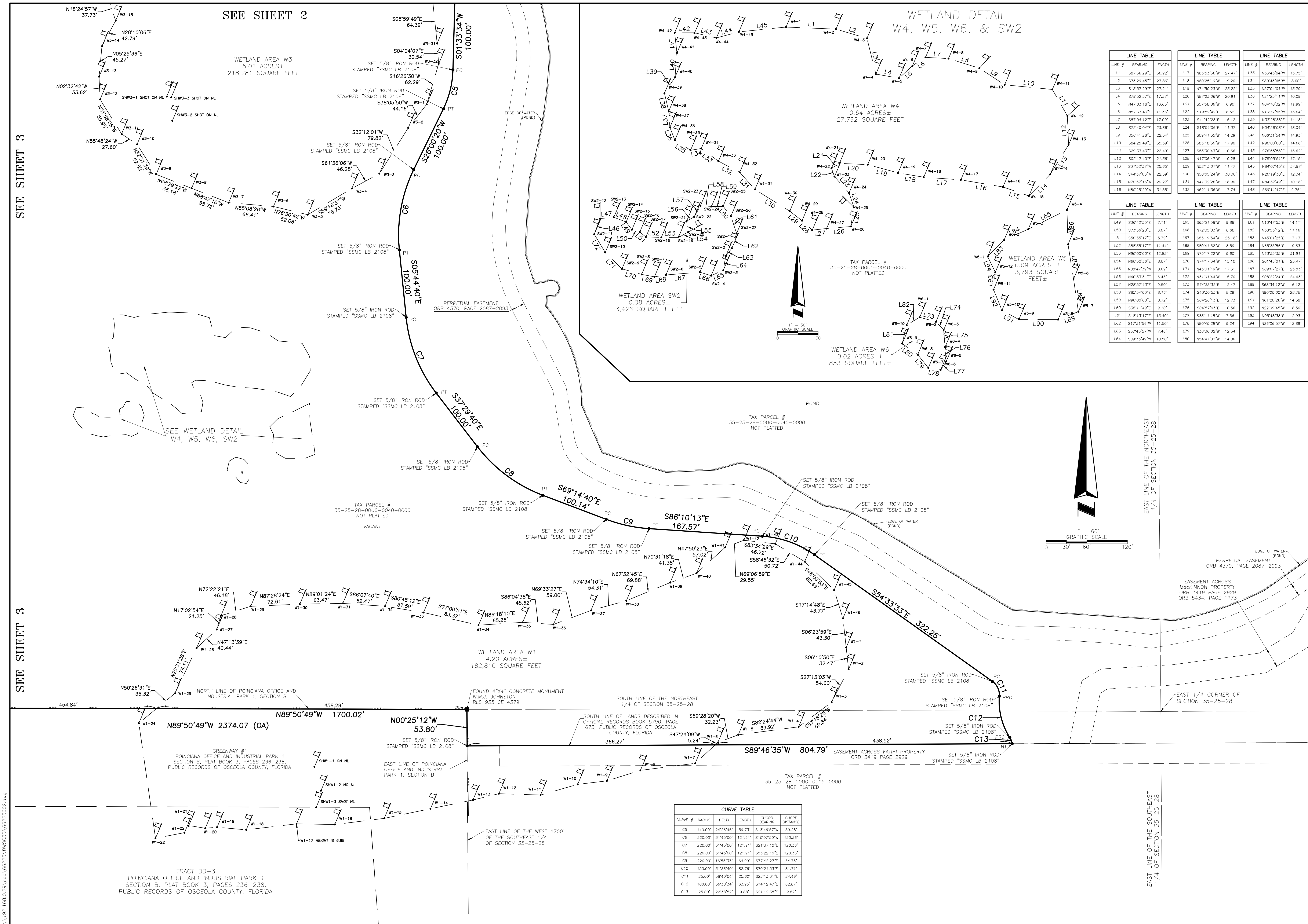
TAX PARCEL #
35-25-28-00UO-0040-0000
NOT PLATTED

PERPETUAL EASEMENT
ORB 4370, PAGE 2087-2093

EDGE OF WATER
(POND)

POND





A map of the Kissimmee Golf Club area. A black arrow points north. A black line indicates the project location, starting from S POINCIANA BOULEVARD and running south-southwest towards OLD TAMPA HIGHWAY. Other roads shown include U.S. 17 S ORANGE BLOSSOM TRAIL, SINGLE CREEK, and PLEASANT HILL ROAD. The text 'KISSIMMEE GOLF CLUB' is in the top right corner.

----	= BARBED WIRE FENCE	■	= CONCRETE MONUMENT
-FOC-	= BURIED FIBER OPTIC LINE	●	= IRON ROD
-GM-	= GAS MAIN	⚓	= WETLAND FLAG
-OHL-	= OVERHEAD UTILITY LINE		
-WL-	= WATER LINE	PT	= POINT OF TANGENCY
◇	= POWER POLE	PC	= POINT OF CURVATURE
⌒	= GUY ANCHOR	NT	= NON-TANGENCY
⊕	= UTILITY MAKER	PRC	= POINT OF REVERSE CURVE
Ⓐ	= WATER VALVE	SWH	= SEASONAL HIGH WATER LINE
CMP	= CORRUGATED METAL PIPE	ID	= IDENTIFICATION
RCP	= REINFORCED CONCRETE PIPE	LB	= LICENSED BUSINESS
		RLS	= REGISTERED LAND SURVEYOR
		SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION

A portion of lands described in Official Records Book 5790, Page 673, Public Records of Osceola County, Florida, being more particularly described as follows:

[illegible]

1. Utility locations if shown hereon are based on field location of markings by utility company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown hereon are in United States survey feet and decimals thereof.
4. This survey does not determine ownership of the lands shown hereon.
5. Underground foundations have not been located.
6. Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown hereon is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025.
7. Features shown by symbol as indicated in the legend are not to scale.
8. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
9. Bearings shown hereon are based on the North Line of Poincane Office and Industrial Park 1, Section B, Plat Book 3, Pages 236-238, Osceola County, Florida being North89°50'49"West. Bearings and distances shown hereon are measured unless otherwise noted.
10. Horizontal features shown on the map refer to a National Geodetic Survey point with designation "R 628", PID number D19142 and is relative to North American Datum of 1983 (NAD83), 2011 adjustment, State Plane Coordinate System, Florida East Zone. Distances shown are GRID distances.
11. This Survey was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the parcel as shown.
12. Unless shown, only those visible features found within the boundaries of this survey or in the immediate vicinity of the above described parcel boundary have been located.
13. Right of Way information shown hereon was determined by found monumentation, recorded plats, and information obtained on the Osceola County Property Appraisers web site.
14. The above described parcel contains 4.83 acres, more or less.
15. Wetland areas depicted hereon were flagged or marked by other, and were field located by Southeastern Surveying & Mapping, Corp. on 03/30/2021.

This survey is certified to those individuals shown on the face hereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

SHEET LAYOUT

SHEET 1 COVER & KEY MAP
SHEETS 2-4 BOUNDARY

SHEET 2

SHEET 3

SHEET 4

POINCIANA OFFICE AND INDUSTRIAL PARK 1,
SECTION B
PLAT BOOK 3, PAGES 236-238

KEY MAP
NOT TO SCALE

S POINCIANA BOULEVARD

[illegible]

Certified to: The School District of Osceola County
Callan Law Firm, PA
Frank C. Kruppenbacher, PA

DRAWING NUMBER
66225004
SHEET
NUMBER
1 OF 4

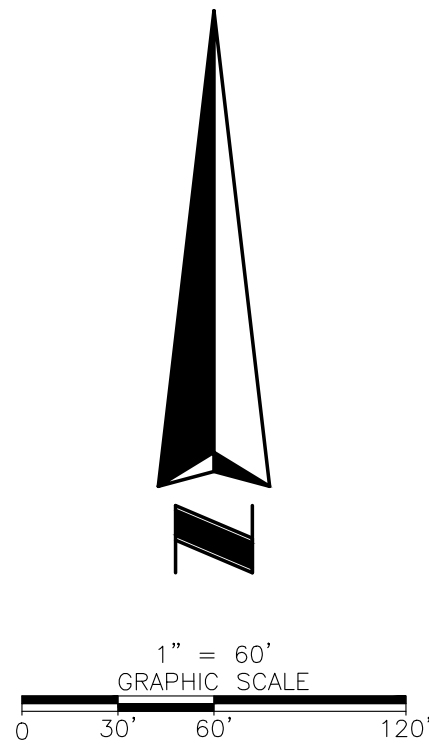
**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-4580
e-mail: info@southeasternsurveying.com
Certification Number LB2108



ANDREW PERRY, PSM
 District Engineer and Surveyor
 Number 6124

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WEST LINE OF THE NORTHEAST
1/4 OF SECTION 35-25-28



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	30.00'	90°00'00"	47.12'	S12°20'54"W	42.43'
C2	140.00'	24°04'24"	58.82'	S44°41'17"E	58.39'
C3	220.00'	31°45'00"	121.91'	S40°50'59"E	120.36'
C4	220.00'	26°32'03"	101.88'	S11°42'28"E	100.98'
C21	140.00'	26°32'03"	64.84'	N11°42'28"W	64.26'
C22	140.00'	31°45'00"	77.58'	N40°50'59"W	76.59'
C23	220.00'	24°04'24"	92.43'	N44°41'17"W	91.76'
C24	30.00'	90°00'00"	47.12'	N77°39'06"W	42.43'

SEE SHEET 3

SOUTH POINCIANA BOULEVARD
200.00' RIGHT OF WAY
PER OFFICIAL RECORDS BOOK 758, PAGE 2840
CENTERLINE
EDGE OF PAVEMENT
EASTERLY RIGHT OF WAY LINE

TAX PARCEL #
35-25-28-00U0-0040-0000
NOT PLATTED

POINT OF BEGINNING
SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

N57°20'54"E
140.00'

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

PC

PT

PC

PT

PC

PT

PC

PT

PC

PT

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PT

PC

PT

PC

PT

PC

PT

SEE SHEET 4

TAX PARCEL #
35-25-28-00U0-0040-0000
NOT PLATTED

PERPETUAL EASEMENT
ORB 4370, PAGE 2087-2093

EDGE OF WATER (POND)

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

SET 5/8" IRON ROD
STAMPED "SSMC LB 2108"

EASEMENT ACROSS
MAYNARD PROPERTY
ORB 5434, PAGE 1173
PERPETUAL EGRESS &
EGRESS
ORB 4370, PAGE 2078

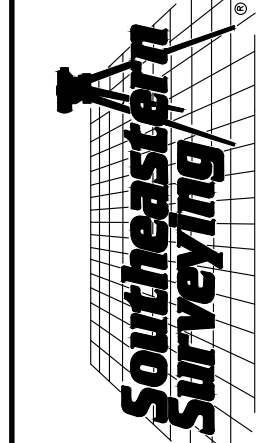
Project: **Boundary Survey**
S. Poinciana Boulevard / Knightbridge Property
Kissimmee, Florida
Field Date: April 07, 2021
Drawn By: AR
Scale: 1" = 60'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
66225004
SHEET
NUMBER

2 OF 4

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6600 All American Boulevard
Orlando, Florida 32817-4368
(407) 292-8580
e-mail: info@southeasternsurveying.com
Certification Number 1B2106



SHEET NUMBER 2 OF 4
THIS DRAWING IS VALID THROUGH 4

SEE SHEET 2

SEE SHEET 4

SEE SHEET 4

REVISION	REVISION DATE	BY

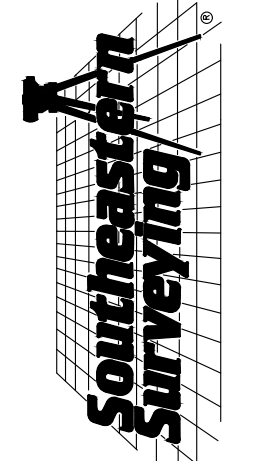
Project: **Boundary Survey**
S. Poinciana Boulevard / Knightbridge Property
Kissimmee, Florida

Field Date: April 07, 2021
Drawn By: AR
Scale: 1" = 60'

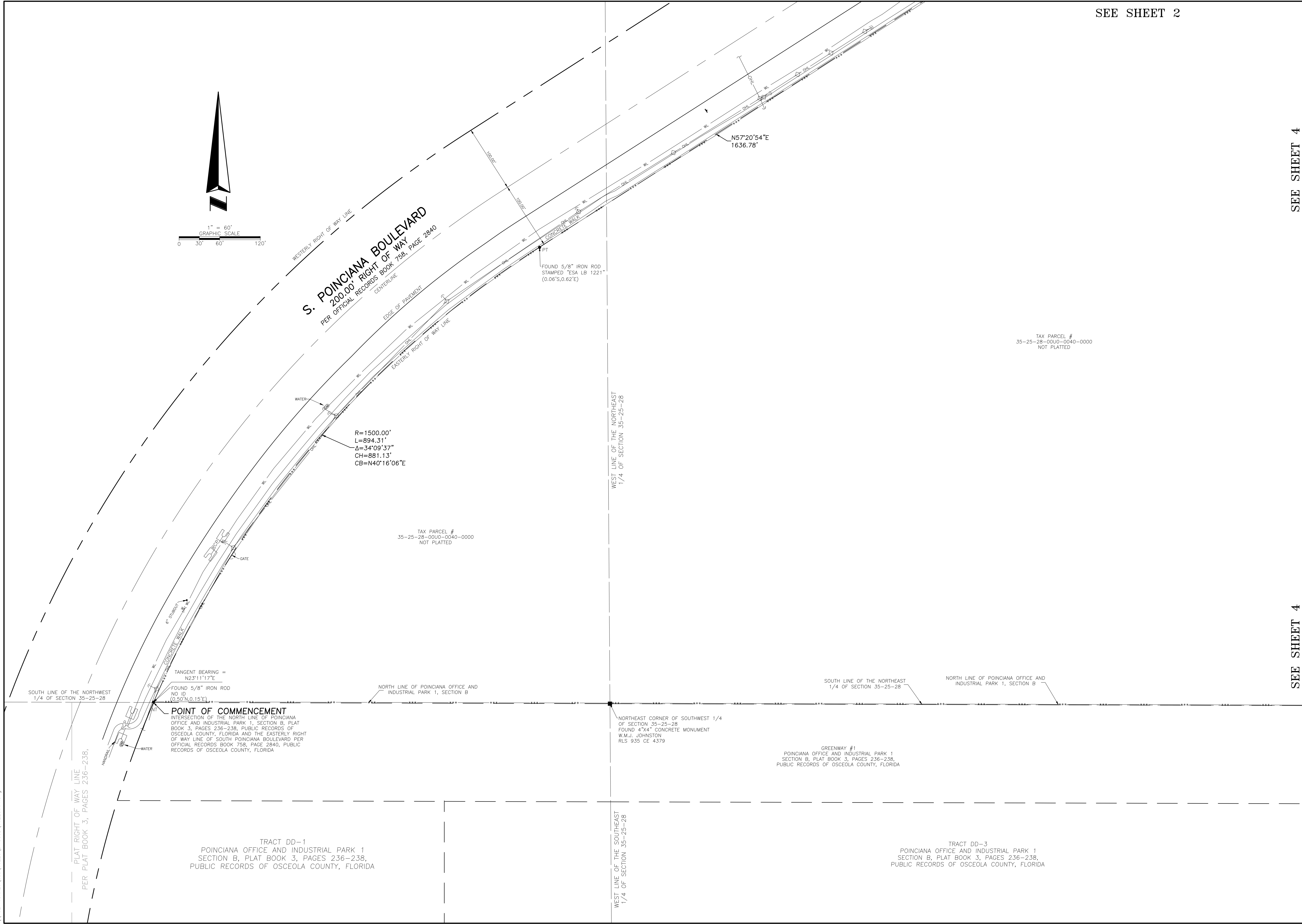
SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
66225004
SHEET
NUMBER
3 OF 4

**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
6600 All American Boulevard
Orlando, Florida 32817-4368
(407) 292-8500
e-mail: info@southesternsurveying.com
Certification Number 182108



SHEET NUMBER 3 OF 4
NOT VALID WITHOUT SHEETS
1 THROUGH 4



\\192.168.0.29\cccd\66225\DWG\66225004.dwg

SEE SHEET 3

SEE SHEET 3

\\192.168.0.29\cad\66225\DWGC3D\66225004.dwg\\192.168.0.29\cad\66225\DWGC3D\66225004.dwg

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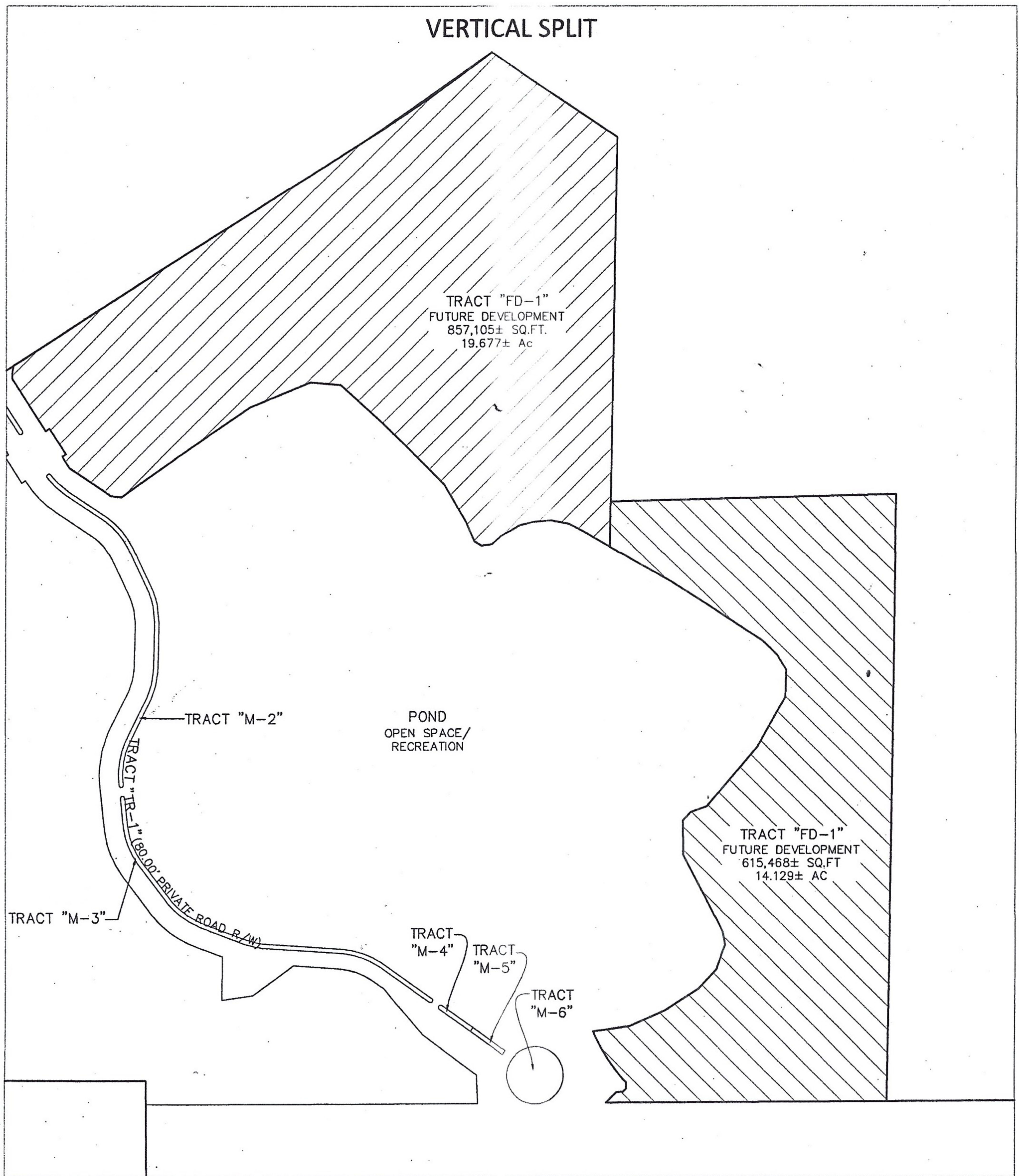
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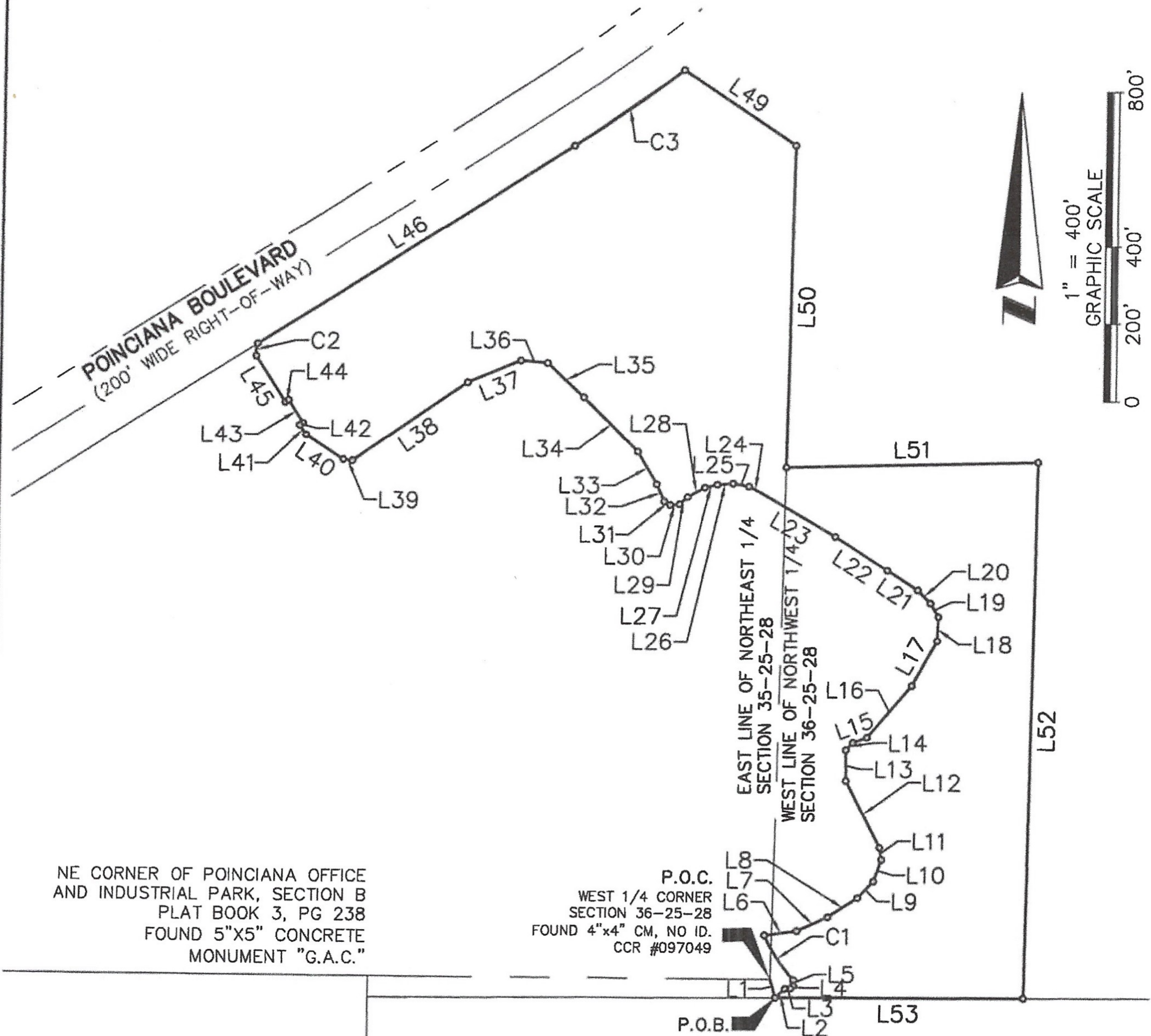


SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION



THIS SKETCH IS NOT A SURVEY.

SHEET 1 OF 3
NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 3 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEET 3 OF 3 FOR TABLES

LEGEND AND ABBREVIATIONS

ORB	RECORD DATA
PGS	PAGES
ID.	IDENTIFICATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SE	SOUTHEAST
R/W	RIGHT OF WAY
CM	CONCRETE MONUMENT
CCR	CERTIFIED CORNER RECORD

ASM AMERICAN
SURVEYING
& MAPPING, INC.

NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

3191 Maguire Blvd, Suite 200, Orlando, FL 32803 americansurveyingandmapping.com 407-426-7979

SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT WEST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 15°46'15" EAST, A DISTANCE OF 48.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°12'32" EAST, A DISTANCE OF 33.77 FEET; THENCE NORTH 84°20'54" EAST, A DISTANCE OF 14.90 FEET; THENCE NORTH 47°30'24" EAST, A DISTANCE OF 9.32 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 14.85 FEET TO A POINT OF NON TANGENT CURVE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 429.70 FEET AND A CENTRAL ANGLE OF 18°30'40", AND A CHORD DISTANCE OF 138.23 FEET WHICH BEARS NORTH 33°38'42" WEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 138.83 FEET TO A POINT OF NON TANGENCY; THENCE NORTH 82°02'44" EAST, A DISTANCE OF 83.71 FEET; THENCE NORTH 65°57'03" EAST, A DISTANCE OF 87.48 FEET; THENCE NORTH 56°30'46" EAST, A DISTANCE OF 91.69 FEET; THENCE NORTH 42°46'48" EAST, A DISTANCE OF 59.08 FEET; THENCE NORTH 19°35'22" EAST, A DISTANCE OF 59.66 FEET; THENCE NORTH 09°56'21" WEST, A DISTANCE OF 30.99 FEET; THENCE NORTH 27°07'12" WEST, A DISTANCE OF 196.42 FEET; THENCE NORTH 00°32'47" WEST, A DISTANCE OF 79.88 FEET; THENCE NORTH 42°39'07" EAST, A DISTANCE OF 25.86 FEET; THENCE NORTH 69°28'29" EAST, A DISTANCE OF 38.54 FEET; THENCE NORTH 40°07'58" EAST, A DISTANCE OF 176.18 FEET; THENCE NORTH 28°41'09" EAST, A DISTANCE OF 131.51 FEET; THENCE NORTH 02°04'22" EAST, A DISTANCE OF 62.89 FEET; THENCE NORTH 31°21'45" WEST, A DISTANCE OF 40.79 FEET; THENCE NORTH 44°22'46" WEST, A DISTANCE OF 46.61 FEET; THENCE NORTH 57°02'50" WEST, A DISTANCE OF 94.20 FEET; THENCE NORTH 57°08'28" WEST, A DISTANCE OF 161.01 FEET; THENCE NORTH 59°47'54" WEST, A DISTANCE OF 223.26 FEET; THENCE NORTH 62°16'22" WEST, A DISTANCE OF 36.45 FEET; THENCE NORTH 79°23'39" WEST, A DISTANCE OF 41.47 FEET; THENCE SOUTH 85°08'31" WEST, A DISTANCE OF 40.05 FEET; THENCE SOUTH 76°20'46" WEST, A DISTANCE OF 32.33 FEET; THENCE SOUTH 61°11'55" WEST, A DISTANCE OF 51.01 FEET; THENCE SOUTH 46°56'17" WEST, A DISTANCE OF 27.42 FEET; THENCE SOUTH 84°27'58" WEST, A DISTANCE OF 24.74 FEET; THENCE NORTH 58°46'12" WEST, A DISTANCE OF 18.05 FEET; THENCE NORTH 23°41'28" WEST, A DISTANCE OF 48.82 FEET; THENCE NORTH 30°32'42" WEST, A DISTANCE OF 97.87 FEET; THENCE NORTH 45°05'45" WEST, A DISTANCE OF 198.31 FEET; THENCE NORTH 47°17'09" WEST, A DISTANCE OF 129.62 FEET; THENCE NORTH 84°50'58" WEST, A DISTANCE OF 69.18 FEET; THENCE SOUTH 67°26'03" WEST, A DISTANCE OF 147.74 FEET; THENCE SOUTH 55°12'12" WEST, A DISTANCE OF 358.22 FEET; THENCE NORTH 84°13'28" WEST, A DISTANCE OF 24.41 FEET; THENCE NORTH 56°41'43" WEST, A DISTANCE OF 115.43 FEET; THENCE NORTH 32°37'20" WEST, A DISTANCE OF 30.17 FEET; THENCE NORTH 57°22'40" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 32°37'20" WEST, A DISTANCE OF 70.14 FEET; THENCE SOUTH 57°22'40" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 32°37'20" WEST, A DISTANCE OF 140.76 FEET TO A POINT OF NON TANGENT CURVE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 66.05 FEET AND A CENTRAL ANGLE OF 28°03'01", AND A CHORD DISTANCE OF 32.02 FEET WHICH BEARS NORTH 06°02'14" EAST; THENCE RUN NORTHERLY ALONG SAID CURVE, A DISTANCE OF 32.34 FEET TO A POINT OF NON TANGENCY; THENCE NORTH 57°22'40" EAST, A DISTANCE OF 960.30 FEET TO A POINT OF NON TANGENT CURVE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 3,900.00 FEET AND A CENTRAL ANGLE OF 05°02'11", AND A CHORD DISTANCE OF 342.71 FEET WHICH BEARS NORTH 54°51'34" EAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 342.82 FEET TO A POINT OF NON TANGENCY; THENCE SOUTH 56°07'35" EAST, A DISTANCE OF 347.07 FEET; THENCE SOUTH 00°54'57" WEST, A DISTANCE OF 834.22 FEET; THENCE NORTH 88°36'41" EAST, A DISTANCE OF 648.04 FEET; THENCE SOUTH 00°45'23" WEST, A DISTANCE OF 1,388.77 FEET; THENCE SOUTH 89°48'21" WEST, A DISTANCE OF 637.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,472,573.10 SQUARE FEET OR 33.8056 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 3 PAGES NOT FULL OR COMPLETE WITHOUT ALL.
5. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF NORTHWEST 1/4 OF SECTION 36-25-28, WHICH BEARS N00°54'57"E, PER ASSUMED DATUM.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

SHEET 1 OF 3

SEE SHEET 2 OF 3 FOR SKETCH
SEE SHEET 3 OF 3 FOR TABLES

THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36,
TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE,
OSCEOLA COUNTY, FLORIDA

JOB NO.: 6122704	DATE	REVISIONS	TECH
SCALE: 1" = 400'			
DRAWN BY: GHF			
APPROVED BY: EGT			
DRAWING FILE #			
H: \2006\612\6122704			
KNIGHTS BRIDGE\500			
\TRACT FD-1\6122704			
KNIGHTS BRIDGE TRACT FD-1			
S001.DWG			

ASM

**AMERICAN SURVEYING
& MAPPING, INC.**

**NDDS NATIONAL DUE
DILIGENCE SERVICES**
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

3191 Maguire Blvd, Suite 200, Orlando, FL 32803
407-426-7979

americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. Glenn Turner
E. GLENN TURNER, PSM #5643

SKETCH OF DESCRIPTION

TRACT FD-1

PORTION OF SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

Line Table		
Line #	Direction	Length
L1	S15°46'15"E	48.79'
L2	N47°12'32"E	33.77'
L3	N84°20'54"E	14.90'
L4	N47°30'24"E	9.32'
L5	N00°00'00"E	14.85'
L6	N82°02'44"E	83.71'
L7	N65°57'03"E	87.48'
L8	N56°30'46"E	91.69'
L9	N42°46'48"E	59.08'
L10	N19°35'22"E	59.66'
L11	N09°56'21"W	30.99'
L12	N27°07'12"W	196.42'
L13	N00°32'47"W	79.88'
L14	N42°39'07"E	25.86'
L15	N69°28'29"E	38.54'
L16	N40°07'58"E	176.18'
L17	N28°41'09"E	131.51'
L18	N02°04'22"E	62.89'
L19	N31°21'45"W	40.79'
L20	N44°22'46"W	46.61'

Line Table		
Line #	Direction	Length
L21	N57°02'50"W	94.20'
L22	N57°08'28"W	161.01'
L23	N59°47'54"W	223.26'
L24	N62°16'22"W	36.45'
L25	N79°23'39"W	41.47'
L26	S85°08'31"W	40.05'
L27	S76°20'46"W	32.33'
L28	S61°11'55"W	51.01'
L29	S46°56'17"W	27.42'
L30	S84°27'58"W	24.74'
L31	N58°46'12"W	18.05'
L32	N23°41'28"W	48.82'
L33	N30°32'42"W	97.87'
L34	N45°05'45"W	198.31'
L35	N47°17'09"W	129.62'
L36	N84°50'58"W	69.18'
L37	S67°26'03"W	147.74'
L38	S55°12'12"W	358.22'
L39	N84°13'28"W	24.41'
L40	N56°41'43"W	115.43'

Line Table		
Line #	Direction	Length
L41	N32°37'20"W	30.17'
L42	N57°22'40"E	10.00'
L43	N32°37'20"W	70.14'
L44	S57°22'40"W	10.00'
L45	N32°37'20"W	140.76'
L46	N57°22'40"E	960.30'
INTENTIONALLY DELETED		
INTENTIONALLY DELETED		
L49	S56°07'35"E	347.07'
L50	S00°54'57"W	834.22'
L51	N88°36'41"E	648.04'
L52	S00°45'23"W	1388.77'
L53	S89°48'21"W	637.49'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	138.83'	429.70'	18°30'40"	N33°38'42"W	138.23'
C2	32.34'	66.05'	28°03'01"	N06°02'14"E	32.02'
C3	342.82'	3900.00'	5°02'11"	N54°51'34"E	342.71'

THIS SKETCH IS NOT A SURVEY.

SHEET 3 OF 3
SEE SHEET 1 OF 3 FOR DESCRIPTION
SEE SHEET 2 OF 3 FOR SKETCH

LEGEND AND ABBREVIATIONS

ASM **AMERICAN SURVEYING & MAPPING, INC.**
NDDS **NATIONAL DUE DILIGENCE SERVICES**
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ITEM 4.B**PUBLIC HEARING - SECOND AND FINAL READING - COMPREHENSIVE PLAN TEXT
AMENDMENTS: 2021 COMP PLAN AMENDMENTS; DRC#21-00097 - PROPOSED ORDINANCE
21-13**

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; CREATING AND ADDING A NEW PROPERTY RIGHTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Request

Adoption of an ordinance amending the Future Land Use, Transportation, and Capital Improvements Elements and adding a Property Rights Element to the Comprehensive Plan.

Explanation

This is a request to add a Property Rights Element, as required by the Florida Statute, into the Comprehensive Plan and make amendments to the Future Land Use, Transportation, and Capital Improvements Elements.

Per statutory requirements, staff transmitted applicable documentation for this request to the Department of Economic Opportunity (DEO) on October 8, 2021. On November 5, 2021, staff received comments from DEO requesting three minor edits to the packet. All requested edits have been incorporated per DEOs comments.

Property Rights Element

- This is a new Element of the Comprehensive Plan that was required by a recently adopted Statute. It emphasizes property rights as they relate to policy-making in the City.

Future Land Use Element

- Policy 1.2.4.2: Adding low intensity commercial uses to the Airport Expansion (AE) land use designation. As the City moves into a 'redevelopment mode' and emphasizes mixed-use development, it is advantageous to broaden the uses listed in the AE designation. This amendment is supported by the Kissimmee Gateway Airport.
- Policy 1.2.10.2 & the table in Goal 1.2: Shown to reflect the removal of the Frank Brown Ranch Mixed Use Land Use per DRC#21-051. NOTE: This language is being removed under DRC#21-051. Minor language updates throughout the document (i.e., updating names, reworking language so it is

easier to understand).

Transportation Element

- Policy 2.1.2.4: Deleting this section from the Transportation Element will remove annual and quinquennial monitoring of the Multimodal Transportation District (MMTD). These performance indicators are measured annually by staff (outside of the requirement in the Comprehensive Plan) and this Policy was duplicative of the current process. The Florida Department of Transportation (FDOT) reviewed this request and was supportive of the removal of this language.
- Policy 2.2.1.2: This policy was erroneously removed with the 2018 Comprehensive Plan update. Approval of this item will add the language back into the Element.
- Minor language updates throughout the document (i.e., updating names, reworking language so it is easier to understand).

Capital Improvements Element

- Table 8-2, Table 8-3, Table 8-4, Table 8-5: All tables listed were updated to reflect current budgets/projects within the City. These tables capture information from the City's and Toho Water Authority's budget, the MetroPlan Transportation Improvement Program and Prioritized Project List, and the Florida Department of Transportation's Five-Year Work Program. A clean copy of these tables was provided to make it easier to read.
- Minor language updates throughout the document (i.e., updating names, reworking language so it is easier to understand).

Recommendation

The Development Review Committee (DRC) recommended approval on September 7, 2021.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on September 15, 2021.

The City Commission approved the first reading on October 5, 2021.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance 21-13
2. Future Land Use Element_DRAFT
3. Transportation Element_DRAFT
4. Capital Improvements Element_DRAFT
5. Property Rights Element_DRAFT

6. Transmittal Responses 11.05.2021
7. Advertisement

PROPOSED ORDINANCE NO. 21-13
ORDINANCE NO. _____

AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; CREATING AND ADDING A NEW PROPERTY RIGHTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 2771 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

SECTION 1.

Amending Policy 1.2.4.2 Airport Land Use Designation to add low intensity commercial uses; Removing Policy 2.1.2.4; Objective 2.1.4 ADA and Transportation Disadvantage language update; Adding Policy 2.2.1.2 back into the Transportation Element; Minor language updates throughout the Capital Improvements Element; Updating Tables 8-2, 8-3, 8-4, 8-5 in the Capital Improvements Element; Creating and adding a new Property Rights Element.

SECTION 2. That a copy of said Comprehensive Plan and Map Series is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

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

AYES

NAYS

Said motion having been duly carried, thereupon, Mayor Olga Gonzalez declared said Ordinance duly passed and adopted the 7th day of December, 2021.

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to Form and Legality

City Attorney



1 FUTURE LAND USE

Goals, Objectives, and Policies

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Kissimmee 2040 Comprehensive Plan

Future Land Use

Goals, Objectives, and Policies

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.

2101 West Commercial Boulevard, Suite 3200

Fort Lauderdale, FL 33309

date

Adopted November 20, 2018; DRC#18-057; DEO#18-1ER

Amended [to be filled in at a later date]

Cover photo source: City of Kissimmee Public Information Office

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THE DATA, INVENTORY, AND ANALYSIS.

COMMUNITY PROFILE

Located on the northern shore of Lake Tohopekaliga, the City of Kissimmee has a long and colorful history as one of central Florida's earlier communities. The City's founders and original businesses were focused and oriented primarily toward ranching and citrus production. These industries utilized the Lake and its associated dredged canals to ship goods as far south as Fort Myers, and also took advantage of the City's central location and rail facilities to send cattle and citrus throughout the state. Although these industries have declined in material importance in recent years, the pride of their historical significance is showcased in the character of the City's downtown.

The influx of new residents, coinciding largely with the birth of the Orlando region as a tourist destination, led to the development of Vine Street as a major tourist thoroughfare. It also led to the establishment of a large seasonal population in residential areas throughout the City, and in nearby portions of unincorporated Osceola County.

A common characteristic of many of the older, more established neighborhoods are the stately trees that provide shade to residents. Newer sections of the City are characterized by a more suburban development pattern and wide, high-speed roadways. This development pattern served to disconnect City neighborhoods from each other, and the people who live in them.

In the midst of that development boom, and an associated disinvestment in older portions of the City, initiatives were established to reverse the trend of outward expansion and strip commercial development at the expense of the historic core. In 1992, the City founded a Community Redevelopment Agency (CRA) to support the businesses and neighborhoods that compose the historic downtown. The downtown is the City's major employment center, which will continue to grow as infill and redevelopment efforts spur additional investments in business opportunities.

Downtown Kissimmee's position as a transportation hub did not end with the passing of the steamship and rail era. The development associated with the post-war housing boom, which introduced suburban land use patterns and wide roadway corridors, began a transition into a more diversified and mixed use land use pattern and an associated multimodal transportation network throughout the City.

The City also recognizes the need for better connections between land use and transportation, and has for more than a decade worked to transform its auto-centric, suburban development pattern. The Kissimmee Intermodal Center's location in the heart of downtown will support transit-oriented development associated with the regional SunRail station, which will link the downtown to the two planned stations just north and just south of the City, as well as the entire region.

The City is seeing the fruit of its change in vision through the redevelopment of major parcels along the lakefront. The Lakefront Park is beloved by many residents and is the focus of community activities and

events. Creating more housing and additional non-residential uses to downtown has occurred near the Kissimmee Intermodal Center. Along the lakefront new apartments, townhouses, a hotel, retail space, and parking structures are proposed.

The City is engaged in redeveloping the automobile-oriented Vine Street corridor as a mixed-use and multimodal-supportive area and has created a second CRA here. Implementation of this initiative is ongoing, and closely tied to redevelopment efforts downtown and other portions of the City. The Vine Street Vision was followed by the adoption of a Multimodal Transportation District (MMTD) for the area encompassing not only the CRA and the majority of the Vine Street corridor, but also the Kissimmee Gateway Airport and residential neighborhoods just north of Vine Street.

The MMTD includes sections of the City with the greatest potential for redevelopment to support transit, and other mobility options. The designation also requires the incorporation of multimodal transportation improvements and urban and site design characteristics into development and redevelopment projects. These improvements will provide a better connection between land use and transportation, which will in turn improve energy efficiency by encouraging transit use, and walking and bicycling, and support the increases in land use densities and intensities that accompany redevelopment efforts in the City's existing centers.

The City has chosen to implement throughout the City programs and policies that guide the MMTD. This initiative is a response to the City's statutorily-designated status as a "dense urban land area," which requires the City to compose a Citywide mobility plan that addresses how the City intends to reduce vehicle miles traveled, and increase mobility and accessibility. The City's visionary approach to transportation and land use planning provides a springboard to more effectively change residents' travel patterns and behaviors.

In addition to, and associated with, the opportunities listed above, the City engages in targeted economic development and redevelopment strategies to promote local economic engines. These include the Kissimmee Gateway Airport, the Osceola Regional Medical Center and Florida Hospital Kissimmee - two anchors of the City's Medical Arts District, Valencia Community College, and the County's governmental and judicial operations. These business types and their ancillary uses are built on location-based industries that can weather economic changes and offer an employment opportunities for residents. The City also works with Osceola County on nearby economic opportunities such as NeoCity, a 500-acre master-planned technology district.

The City of Kissimmee is home to a host of recreational and cultural facilities, adding to the overall quality of life for residents. The wealth of historic amenities and recent focus on redevelopment activities does not overshadow important environmental amenities, including Lake Tohopekaliga and Shingle Creek. The Lake has long been a prime bass-fishing lake, and Shingle Creek is the principal outflow from the headwaters of the Everglades, north of the City in Orange County. The value of these resources is

both economic, via eco-tourism dollars, and intrinsic, through ecosystem health and viability. Continued protection of these, and the City's other natural and cultural resources, is paramount and the City has worked hard, in coordination with Osceola County on the purchase of land to expand the Shingle Creek regional park and trail.

This Comprehensive Plan guides land use and development patterns and objectives, and steers the City toward its intended vision. This vision now more clearly enumerates enhancing local quality of life through redevelopment and the creation of a more transit-oriented, pedestrian-friendly and sustainable mixed use community, and improving local employment opportunities through increased economic development and investment. The vision also includes maintaining the health of local ecosystems and natural resources, and ensuring adequate levels of public facilities and infrastructure.

GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Future Land Use Element pursuant to §163.3177(6)(a), Florida Statutes.

GOAL 1.1: LAND USE AND COMMUNITY CHARACTER.

Ensure that the character and location of land uses is efficient, incorporates best management practices, principles of resource conservation and compact development, promotes orderly land use transitions and human-scaled growth, and minimizes threats to health, safety, and welfare that may be associated with incompatible land uses, environmental degradation, hazards, and nuisances.

OBJECTIVE 1.1.1: PLAN AND DESIGN FOR RESIDENTIAL QUALITY.

Sufficient space shall be provided for residential development and required community facilities to adequately meet the housing needs of the present and expected future population. Residential development shall be planned and designed to create and perpetuate stable residential and mixed-use neighborhoods for all income levels.

POLICY 1.1.1.1: PROVIDE ACCESS TO GOODS AND SERVICES AND PROTECT RESIDENTIAL AREAS FROM THE ADVERSE IMPACTS OF TRANSITION IN LAND USE.

Stable residential areas and projected future residential areas as delineated on the Land Use Map shall be protected from encroachment by incompatible development. This policy does not preclude necessary community facilities from locating within established residential areas when such activities satisfy established criteria of this plan and the City's Land Development Code.

Land development regulations shall continue to incorporate standards and/or review criteria for mandating retention of open space and for regulating landscaping, building design, including setbacks, building placement on site, and building orientation. These provisions shall be directed toward protecting privacy, as well as to light, air and open space. Other reasonable design principles shall continue to be included in the Land Development Code in order to alleviate adverse impacts of potentially incompatible land uses.

POLICY 1.1.1.2: PROMOTE ORDERLY LAND USE TRANSITION.

Where it is not feasible to separate residential from nonresidential land uses, in those areas where separation is desired, buffering shall be required to promote a smooth land use transition. Buffering may include landscape cover; walls or fences aesthetically designed for screening purposes; and open space systems with dense native vegetation

and tree canopy; and/or a transitional use between incompatible uses. There shall be buffering and convenient pedestrian access between multiple family residential uses, mixed-uses, and non-residential uses.

POLICY 1.1.1.3: PROMOTE ORDERLY TRANSITION IN RESIDENTIAL DENSITIES.

Highest residential densities (densities greater than 12 units per acre) shall continue to be allocated to sites accessible to arterial or collector streets, or accessible to identified transit routes and facilities, and shall be located adjacent to existing development with the same or less land use density or intensity. Residential densities shall be allocated in a manner compatible with available public services, natural features, and existing and anticipated future development.

OBJECTIVE 1.1.2: COMMERCIAL DEVELOPMENT.

Commercial development shall be comprised of a wide range of business uses. The allocation of land and public facility resources shall consider the location and space requirements of commercial activities, and potential fiscal, environmental, and socioeconomic impacts on the City as a result of distribution within their market area.

POLICY 1.1.2.1: GENERAL PATTERN OF COMMERCIAL LAND USE.

In order to promote efficient use of the multimodal transportation system, achieve orderly development and redevelopment activity, and minimize adverse impact on neighborhood and environmental quality, commercial development shall strategically locate in areas having characteristics suitable for specific land, site, public facilities and market location requirements of their respective commercial uses.

POLICY 1.1.2.2: PROVIDE FOR COMMERCIAL OFFICE DEVELOPMENT.

Office development shall be encouraged to locate on accessible sites near major thoroughfares, and/or transit routes and facilities. Office development may serve as a transitional use separating more intensive commercial uses from neighborhood-oriented residential development. In addition, office uses may be compatible with a mix of land uses, including multiple family residential units and/or institutional uses where the sites are of sufficient size to accommodate land development requirements and appropriate landscape, screening and buffering, as enumerated in the Land Development Code.

POLICY 1.1.2.3: ACCOMMODATE DIVERSE COMMERCIAL USES.

The City shall maintain various commercial zoning districts and development standards in the Land Development Code to assure the availability of varied activities, including but not limited to: professional and business offices, limited commercial activities, and general retail sales and services. The allocation of commercial uses shall recognize that

respective commercial activities frequently have different site, spatial, and market area characteristics and generate significantly different impacts. The commercial future land use designations on the Future Land Use Map shall ensure land area sufficient for accommodating diverse commercial uses in a manner consistent with: 1) the needs of the applicant and adjacent land owners; 2) available public facilities; 3) fiscal capacity of the City; and 4) any applicable land, water, or other natural resource constraints.

OBJECTIVE 1.1.3: PLANNING FOR INDUSTRIAL DEVELOPMENT.

Sufficient land shall be maintained to accommodate and support industrial development in specific areas of the City.

POLICY 1.1.3.1: GENERAL CONSIDERATIONS FOR LOCATING INDUSTRIAL DEVELOPMENT.

The allocation of land resources for industrial development shall reflect the location, public facilities, and space requirements of industrial activities and potential fiscal, environmental, and socioeconomic impacts on the City.

POLICY 1.1.3.2: GENERAL PATTERN OF INDUSTRIAL LAND USE.

Major centers for industrial activity include the airport and airport environs within the southwest quadrant of the City; the northeast quadrant of the City adjacent to the SunRail tracks where industrial development already exists; the northwest quadrant of the City adjacent to John Young Parkway and Thacker Avenue north of Carroll Street; and within newly annexed areas suitable for industrial development. A high priority shall be directed toward full utilization and development of lands designated for industrial development proximal to the Kissimmee Gateway Airport, except where such utilization and development would not comply with floodplain management policies and other environmental protection requirements.

POLICY 1.1.3.3: PURSUE SELECTIVE INDUSTRIAL EXPANSION.

The City shall pursue a strategy of selective expansion of its industrial base, in accordance with the objectives and policies contained in the Economic Development Element, and other elements of this Plan. The City shall encourage industries that contribute optimally to the City's economy and that of the Central Florida region.

POLICY 1.1.3.4: PURSUE NUISANCE ABATEMENT STANDARDS AND CRITERIA.

The City shall prevent nuisance impacts frequently associated with industrial activities by maintaining performance standards for managing emission of noise, air pollutants, odor, vibration, fire or explosive hazard, and glare.

POLICY 1.1.3.5: DISCOURAGE INCOMPATIBLE LAND USES.

The City shall discourage non-industrial land uses, such as churches and schools, in industrial areas to preserve industrial lands for employment-focused uses.

OBJECTIVE 1.1.4: ACCOMMODATE INSTITUTIONAL FACILITIES AND PUBLIC SERVICES.

The City shall assure that needed public services and facilities are developed concurrent with new development, including the use of adequate facilities requirements within the City's Land Development Code. In addition, the City shall use the capital improvement program and budget process to pursue advance acquisition of land required to provide recreation, conservation, and related public benefits.

POLICY 1.1.4.1: COORDINATE PUBLIC AND PRIVATE INVESTMENTS IN LAND IMPROVEMENTS.

The location, scale, timing, and design of necessary public services and semi-public uses shall be closely coordinated with development activities in order to promote improvements in delivery of requisite services.

POLICY 1.1.4.2: DESIGN AND CONSTRUCTION OF PUBLIC AND SEMI-PUBLIC SERVICES.

The City shall maintain and enforce appropriate standards and specifications for the design and construction of public and semi-public facilities and services in order to promote cost effectiveness and quality control consistent with all applicable federal, state, regional, and local standards.

POLICY 1.1.4.3: PROVISION OF OFF-SITE IMPROVEMENTS.

All new development shall provide necessary off-site improvements or equitable contributions in lieu thereof required as part of a development application pursuant to the Comprehensive Plan or any other requirement of the Code of Ordinances, as exists or as may hereinafter be amended.

OBJECTIVE 1.1.5: PROMOTE INNOVATIVE LAND USE STRATEGIES AND URBAN DESIGN PRINCIPLES, AND RESOURCE CONSERVATION.

The City shall continue to seek and implement innovative ways to promote and enhance land use and transportation connectivity while conserving natural resources through compact development patterns. Areas of particular focus for the City include major activity centers such as the Downtown Community Redevelopment Area, including the City's Central Business District (CBD), the Vine Street Corridor Community Redevelopment Area, the Medical Arts District, the Lake Tohopekaliga Waterfront, and the whole of the Multimodal Transportation District.

POLICY 1.1.5.1: COMMUNITY AND THE URBAN ENVIRONMENT.

The City shall continue to emphasize and enforce the principles of human-scaled, walkable neighborhoods and environments through the continued enforcement of the Land Development Code, specifically the adopted design manuals and standards associated with specific districts in the City.

POLICY 1.1.5.2: PROMOTE THE COMMUNITY REDEVELOPMENT AGENCY AREAS.

The City, in partnership with private and public organizations and area residents, shall promote the continued revitalization of the Community Redevelopment Areas as an important location for commercial, residential, governmental, cultural, and recreational activities through continued implementation of the goals and objectives outlined in the Community Redevelopment Agencies' *Redevelopment Plans*.

POLICY 1.1.5.3: IMPLEMENTATION OF DESIGNATED OVERLAY DISTRICTS.

The City shall continue to implement the designated overlay districts through the Land Development Code. These overlay districts include the Conservation Overlay District, Downtown Community Redevelopment Area, Historic Preservation Overlay (HPO), Downtown Community Redevelopment Agency Area Bed and Breakfast Overlay (CRABBO), Medical Arts District, Short-Term Rental Overlay (STRO) District, and the Vine Street Community Redevelopment Area. Other overlay districts may be identified and added to the City's Zoning Map, and will also be implemented through the Land Development Code.

POLICY 1.1.5.4: COMMUNITY APPEARANCE AND THE NATURAL ENVIRONMENT.

Special emphasis shall be placed on preserving and/or improving the character of major natural features, including the Lake Tohopekaliga shoreline, Mill Slough, and Shingle Creek which serve as focal points and amenities for City residents and visitors.

Scenic vistas, especially along Lake Tohopekaliga, Mill Slough Park, Shingle Creek, or other similar aesthetic corridors, shall be enhanced by the preservation of open spaces.

POLICY 1.1.5.5: EFFICIENT USE OF RESOURCES.

The efficient use of natural resources, including energy supplies, shall be accomplished through the application of compact development patterns, energy-efficient building and site design, the application of mixed land uses, and support of multimodal transportation options.

POLICY 1.1.5.6: RESTRICTION OF LAND USES TO PROTECT WETLANDS AND WATER QUALITY AND QUANTITY.

The City will continue to protect water quality through the restriction of land use activities that may adversely affect wetlands and the quality and quantity of water sources, including natural groundwater recharge areas, wellhead protection areas, and surface waters.

POLICY 1.1.5.7: LAND USE COORDINATION.

The City shall coordinate its future land uses with natural systems, (including topography, soil conditions, vegetation, potable water wellfields, and other environmentally sensitive land and water resources) through the continued implementation of the City's adopted Land Development Regulations. Land use shall also be predicated on availability of infrastructure and service systems required to support land use activities.

POLICY 1.1.5.8: DENSITY AND INTENSITY PROXIMAL TO TRANSIT.

The City shall encourage a mix of land uses, and increases in land use density and intensity to support transit use in the vicinity of rail transit and premium transit stations and stops. These transit-oriented development (TOD) areas include lands near the Kissimmee Intermodal Center, in the Vine Street Corridor Community Redevelopment Agency Area, and near planned SunRail stations.

POLICY 1.1.5.9: LAND USES PROXIMAL TO INTERMODAL CENTER AND TRANSIT STATION AREAS.

The City shall limit the types of land uses within a half-mile of the downtown Intermodal Center, and future premium transit station areas, in order to encourage a more walkable and connected, transit-oriented environment. Uses that shall be limited and/or excluded include automobile-oriented businesses, such as auto dealerships and repair shops, and drive-through businesses. Intense industrial business activities, particularly those with daytime freight traffic, shall also be limited and/or excluded.

POLICY 1.1.5.10: LAND DEVELOPMENT CODE PERFORMANCE STANDARDS.

The Land Development Code shall maintain performance standards that, at a minimum:

- Provide criteria for protecting wetlands;
- Establish open space requirements;
- Provide criteria for protection of potable water wellfields;

- Provide criteria for drainage and stormwater management and requirements for stormwater management plans associated with development and redevelopment projects;
- Incorporate criteria for requiring off-street parking and managing internal traffic circulation, as well as access to and egress from the street system;
- Mandate availability of requisite services and infrastructure;
- Stipulate criteria for perimeter screening and buffering land uses and facilities that may otherwise adversely impact development of adjacent land uses;
- Establish standards for erosion and sedimentation control;
- Address historically significant properties meriting protection; and
- Provide criteria for reduction of Vehicle Miles Traveled (VMT).

OBJECTIVE 1.1.6: PROMOTE A MULTIMODAL-SUPPORTIVE LAND DEVELOPMENT PATTERN TO INCREASE MOBILITY WITHIN THE CITY.

Policies and standards regarding the arrangement, density/intensity, and design of land uses in the City shall continue to complement the development of a multimodal transportation system and shall be implemented through the Land Development Code.

POLICY 1.1.6.1: ENABLE MIXED-USE, TRANSIT-ORIENTED DEVELOPMENT PATTERN WITHIN THE MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

Land use plans within the Multimodal Transportation District (MMTD), particularly the Downtown Community Redevelopment Area, the Medical Arts District, the Vine Street Corridor Community Redevelopment Area, and along Lakeshore Boulevard, shall be designed to enable multi-story, mixed-use development and redevelopment. These locations are on or adjacent to existing or proposed transit routes and have significant potential to support transit-oriented development and non-motorized modes of transportation.

POLICY 1.1.6.2: REQUIRE PEDESTRIAN-ORIENTED SITE DESIGN.

Commercial, mixed-use, and multiple family residential developments throughout the City shall be required to locate on-site parking as unobtrusively to pedestrian access as possible. Except for cases of hardship where site conditions do not allow this standard to be met, surface parking shall not be located between buildings and sidewalks along public rights of way. Buildings within the MMTD shall be located adjacent to the public sidewalk to provide direct access between the public sidewalk and building entrances. Land

development regulations shall ensure that setbacks, buffer requirements, parking standards, and other associated regulations are consistent with this policy.

POLICY 1.1.6.3: REQUIRE PEDESTRIAN-ORIENTED BUILDING DESIGN WITHIN THE MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

In the MMTD, the primary building entrance for commercial, mixed-use, and multiple family buildings shall be oriented towards the principal pedestrian access way, typically the public sidewalk or an interior sidewalk where the majority of pedestrian traffic is expected internal to the site. Additional entrances may be permitted that orient towards on-site parking. Buildings shall be designed so that transparency, articulation, alcoves, awnings, and other architectural features break up facades with features that are of visual interest to the pedestrian and reduce the perceived scale of large buildings. A minimum transparency percentage for ground floor non-residential uses shall be required, as will a maximum number of consecutive linear feet of façade that will be allowed to remain unadorned/unarticulated.

POLICY 1.1.6.4: REQUIRE ON-SITE MULTIMODAL TRANSPORTATION INFRASTRUCTURE WITHIN THE MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

Internal sidewalks shall be required to provide connections from public sidewalks to building entrances, parking areas, and to adjacent developments. Crosswalks shall be provided where sidewalks intersect with internal streets or parking aisles. Developers shall be required to provide bicycle parking on-site, located conveniently to building entrances. Transit shelters or other transit infrastructure may be required on-site where sufficient public right-of-way is not available to adequately meet the needs of the transit system. Streetscaping shall be required along sidewalks adjacent to public or private streets, consisting of shade trees, pedestrian-scaled lighting, benches, and other pedestrian-oriented amenities where appropriate.

POLICY 1.1.6.5: ENCOURAGE VERTICAL MIXED USE BUILDINGS WITHIN THE MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

Within the Multimodal Transportation District (MMTD), particularly the Downtown Community Redevelopment Area, the Vine Street Corridor Community Redevelopment Area, and along Lakeshore Boulevard, locations on or adjacent to existing or proposed transit routes should be designed to encourage vertical mixed-use development and redevelopment. These areas have significant potential to support transit-oriented development and non-motorized modes of transportation. Other locations within the MMTD also should be encouraged to develop or redevelop as vertical mixed use. Vertical mixed-use buildings combine different uses in the same building. To enable multi-story

mixed use development, lower floors should have more public uses with more private uses on the upper level floors.

POLICY 1.1.6.6: ENCOURAGE HORIZONTAL MIXED USE BLOCKS WITHIN MIXED-USE DISTRICTS.

In mixed use land use districts outside the MMTD, sites shall be designed to enable vertical or horizontal mixed-use development and redevelopment. Horizontal mixed-use combines single-use buildings on distinct parcels within a development and in close proximity.

OBJECTIVE 1.1.7: PROTECTION OF HISTORIC RESOURCES.

The City shall ensure protection of historic resources through the continued use of various regulations, through intergovernmental coordination, and encouragement of private sector involvement.

POLICY 1.1.7.1: PROGRAMMING FOR HISTORIC SITES.

The City shall continue to enforce the Historic Preservation Ordinance, and to coordinate with the State in developing appropriate programs for preserving and enhancing sites of historical significance.

POLICY 1.1.7.2: PREVENTING ADVERSE IMPACT OF DEVELOPMENT ON HISTORIC SITES.

The City shall continue to enforce historic preservation land development regulations to help avoid adverse impacts to historic sites.

OBJECTIVE 1.1.8: INTERGOVERNMENTAL COORDINATION.

The City shall coordinate land and water resource management issues with other applicable public agencies at all levels of government pursuant to the Intergovernmental Coordination Element.

POLICY 1.1.8.1: IMPLEMENTING INTERGOVERNMENTAL COORDINATION.

The City shall require that development applications be coordinated, as appropriate, with Osceola County, the School District of Osceola County, other special districts, the East Central Florida Regional Planning Council, the South Florida Water Management District, as well as applicable State and Federal agencies prior to issuance of a development order or permit.

POLICY 1.1.8.2: TOHOPEKALIGA WATER AUTHORITY COORDINATION

The City shall coordinate with TWA regarding future land use decisions, future population, and the corresponding need for additional potable water.

OBJECTIVE 1.1.9: CONTINUING LAND USE PROGRAMS.

The City shall implement land use goals and objectives by carrying out a continuing program of land use activities below cited.

POLICY 1.1.9.1: LAND USE INFORMATION SYSTEM.

The City shall maintain and periodically update the land use information system, integration of the Tax Appraiser property files, City Planning Department field data, Building and Zoning Department permit files, engineering base maps and all other relevant land use data files.

POLICY 1.1.9.2: LAND USE TRENDS.

The City shall monitor and evaluate population and land use trends, including update of the Growth Allocation Model (GAM).

POLICY 1.1.9.3: ADMINISTER LAND USE CONTROLS.

The City shall administer adopted land use controls, including the zoning ordinance, subdivision regulations, building regulations, housing code, water and wastewater codes, traffic regulations and regulations governing streets and sidewalks.

POLICY 1.1.9.4: MANAGE CURRENT DEVELOPMENTAL IMPACTS.

The City shall evaluate and manage impacts of proposed development pursuant to existing ordinances, including, but not limited to, public facilities, natural environment and impact on stable residential neighborhoods.

POLICY 1.1.9.5: URBAN DESIGN AND COMMUNITY APPEARANCE.

Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the City, including such scenic natural resources as Lake Tohopekaliga, Shingle Creek, Mill Slough Park, as well as developing residential neighborhoods and centers of commercial or institutional activity.

POLICY 1.1.9.6: SPECIAL LAND USE STUDIES.

In order to maintain land use policies responsive to changing conditions, problems, and issues, the City shall undertake special studies as needed to develop specific local strategies for resolving unanticipated land use problems and issues, including systems for managing locally unpopular land uses.

OBJECTIVE 1.1.10: DESIGNATING LAND USES FOR PARCELS ANNEXED TO THE CITY.

The City shall consider areas within one and one-half miles of the City limits as potential annexation areas. The City will work with Osceola County to achieve appropriate land use and public facilities planning for areas that may become part of the City.

POLICY 1.1.10.1 COUNTY AND CITY COORDINATED PLANNING.

The City will coordinate with Osceola County in land use and infrastructure planning for unincorporated areas within one and one-half miles of the City limits.

POLICY 1.1.10.2: JOINT PLANNING AGREEMENT.

The City should investigate entering into a Joint Planning Interlocal Agreement with Osceola County regarding a possible joint planning area.

POLICY 1.1.10.3: ANNEXATION STUDIES.

The City will prepare an annexation study prior to any involuntary annexations. This study shall further evaluate the suitability of the areas for annexation in accordance with State law and shall include consideration of: (a) the ability of the City to provide the areas with the types and levels of service necessary to support urban development, (b) City population and land use growth projections, (c) the environmental sensitivity of the areas, and (d) the ability to comply with Comprehensive Plan policies.

POLICY 1.1.10.4: INFILL AND REDEVELOPMENT.

The City shall encourage orderly and efficient development and annexation of parcels, particularly through development of “infill” properties, the redevelopment of parcels within the MMTD and parcels south of the Orange County line between John Young Parkway and Florida’s Turnpike.

POLICY 1.1.10.5: OSCEOLA COUNTY AND CITY OF KISSIMMEE LAND USE CONVERSIONS.

Upon annexation, land annexed into the City will be given an appropriate and compatible land use designation in one of the following ways:

1. If at the time of annexation, the City determines that the existing Osceola county Future Land Use Map designation is the most appropriate designation for the property, and will achieve the City's planning objectives for the area, the property will be given a City Future Land Use Map designation as indicated in the conversion table below.

County Future Land Use Designation	City Future Land Use Designation
Rural/Agricultural	Single Family Low Density (SF-LDR)
Rural Enclave	Single Family Low Density (SF-LDR)
Low Density Residential	Single Family Low Density (SF-LDR)
Medium Density Residential	Single Family Low Density (SF-LDR), Multiple Family Medium Density (MF-MDR), or Mixed-Use (MU).
High Density Residential	Multiple Family Medium Density (MF-MDR), or Mixed-Use (MU)
Office	Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)
Neighborhood Commercial	Commercial General (CG), or Office-Residential (OR), or Mixed-Use (MU)
Community Commercial	Commercial General (CG), or Mixed-Use (MU)
Urban Commercial	Commercial General (CG), or Mixed-Use (MU)
Employment Commercial	Commercial General (CG)
Tourist Commercial	Commercial General (CG), or Mixed-Use (MU)
Industrial	Industrial Business (IN)
Conservation	Recreation (REC), or Conservation (CONS)
Institutional	Institutional (INST) or Recreation (REC)
Natural Resource Utilization	Utilities (UT)

Additionally, all areas within the 100 year flood plain shall also be included under the Conservation Overlay District regardless of the Osceola County Future Land Use Map designation prior to annexation.

2. If at the time of annexation, the City determines that the existing Osceola County Future Land Use Map designation is not the most appropriate designation for the property, the property will be given a City land use designation in accordance with the land use plan amendment process as defined by Chapter 163 of the Florida Statutes and City codes and policies.

POLICY 1.1.10.6: PUBLIC FACILITIES AND MAINTENANCE RESPONSIBILITIES.

The City shall coordinate with Osceola County, and any other applicable entities, for the transfer of public facilities and their maintenance activities from within unincorporated Osceola County to the City of Kissimmee upon annexation.

POLICY 1.1.10.7: LEVEL OF SERVICE STANDARDS.

Prior to the annexation of any land, the City shall demonstrate that public facilities and services shall be available consistent with the City's adopted level of service standards. If

the subject parcels, upon annexation, are found to create deficiencies in public facilities or services, a financially feasible plan demonstrating how the deficiency will be eliminated through the inclusion of projects in the Capital Improvement Element's Five-Year Schedule of Capital Improvements shall be produced and incorporated into the Comprehensive Plan.

GOAL 1.2: MAINTAIN FUTURE LAND USE MAP.

Continue to maintain and manage a Future Land Use Map. The Future Land Use Map series (2040) is supported by the comprehensive plan data inventory and analysis and the comprehensive plan evaluation and appraisal report (2017).

The Future Land Use Map series shall include areas for the following uses:

Residential	Non-Residential	Mixed-Use
Single Family Low Density	Office-Residential	Downtown
Single Family Medium Density	Commercial General	Vine Street
Mobile Home Medium Density	Airport Expansion	Tapestry Frank Brown
Multiple Family Medium Density	Industrial Business	Flora Ridge Tapestry
Multiple Family High Density	Institutional	Flora Ridge
	Utilities	
	Recreation	
	Conservation	

Nothing in this section shall preclude necessary community facilities, such as public school facilities, and including electrical distribution substations, from locating within any future land use designation when such activity satisfies established criteria of this plan and the City's code of ordinances.

OBJECTIVE 1.2.1: RESIDENTIAL LAND.

The City shall maintain residential density based on the following considerations: past and projected future population and housing trends and characteristics; provision and maintenance of quality residential environments; protection of environmentally fragile natural systems; the need to plan for smooth transition in residential densities; and provision and maintenance of suitable transportation opportunities and multiple-family improvements.

POLICY 1.2.1.1: DENSITY DEFINED.

Maximum gross residential density shall be determined by dividing the "maximum allowable units" by the "gross land area" (i.e., dwelling units/gross land area). All residential densities denoted on the Future Land Use Map stipulate the maximum gross

densities permitted for development on the land. These maximum residential densities are displayed below:

Residential	Residential Density (Gross Units per Gross Acre)
Single Family Low Density Residential (SF-LDR)	0-6 units/acre
Single Family Medium Density Residential (SF-MDR)	7-9 units/acre
Multiple Family Medium Density Residential (MF-MDR)	10-20 units/acre
Mobile Home Medium Density Residential (MH-MDR)	up to 10 units/acre
Multiple Family High Density Residential (MF-HDR)	21-25 units/acre

Gross land area shall be defined as those contiguous land areas under common ownership proposed for residential development. In cases where residential land abuts waters of the State, the boundary shall be delineated pursuant to Chapter 403, F.S., and Chapters 17.04 and 17.12, F.A.C. No density credit shall be granted for waters of the State. In cases where land area includes floodplains, wetlands, or other environmentally fragile lands, the land development regulations may provide performance standards and/or criteria which shall further restrict the character of land for which gross density credit may be granted. The intent is to allocate density credits only to those lands which are buildable pursuant to urban design criteria. These criteria shall be incorporated within the land development regulations.

Density is expressed in terms of a range up to a specified maximum. Where so stated as a range, the maximum density is not guaranteed by right. The Land Development Code shall assure that specific density assigned to new development is compatible and consistent with established development patterns and provides equitable use of the land.

POLICY 1.2.1.2: SINGLE FAMILY LOW DENSITY RESIDENTIAL (SF-LDR).

Areas delineated on the Future Land Use Map for single family low density residential uses shall accommodate single family detached dwelling units with a maximum density of up to six dwelling units per acre. Specific densities will be determined by such factors as natural features of the land, density and/or intensity of developed and/or undeveloped land surrounding development, level of accessibility, housing supply and demand, adequacy of public facilities, and other factors which may be identified in the land development regulations. Supportive community facilities and accessory land uses may be located within areas designated for single family low density residential uses. The low density designation is intended to protect the quality and character of existing and stable single family detached low density residential neighborhoods.

When agricultural areas are annexed into the City and given the SF-LDR land use designation, agricultural uses may continue, subject to zoning regulations described in the Land Development Code.

POLICY 1.2.1.3: MEDIUM DENSITY RESIDENTIAL (MDR).

New development in areas delineated on the Future Land Use Map for medium density residential uses shall be developed and/or maintained as residential neighborhoods. The medium density designation is intended to ensure sufficient land area for developments of medium density, and an adequate supply of existing and/or projected public facilities for the area. Supportive community facilities and accessory land uses may be located within areas designated MDR.

Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites for medium density residential developments should be located so they provide a smooth transition between lower density residential areas, and mixed-use areas or those developed and/or designated for more intense uses.

- Single Family Medium Density Residential (SF-MDR). This designation is intended to accommodate single family detached or attached dwelling units with a maximum density of between seven and nine units per acre. Within this land use designation, attached single family structures are defined as duplex and triplex structures only, with the following exception: multiple family structures and rooming houses existing within these designated areas prior to the enactment of the Comprehensive Plan shall be allowed to remain as conforming conditional uses.
- The designation SF-MDR is particularly appropriate for redevelopment areas having relatively small platted lots; areas with natural constraints that make higher densities inappropriate; and sites serving as a transition between two or more areas accommodating potentially incompatible development. Areas delineated on the Future Land Use Map with the Office-Residential (OR) future land use designation shall follow the density requirements set forth for SF-MDR, if residential is the proposed use.
- Mobile Home Medium Density Residential (MH-MDR). This designation is intended to accommodate mobile home developments within the City. The density of mobile home development shall not exceed 10 units per acre.
- Multiple Family Medium Density Residential (MF-MDR). This designation is intended to accommodate multiple family structures with a density of 10-20 units per acre.

Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses, including mixed-uses.

POLICY 1.2.1.4: MULTIPLE FAMILY HIGH DENSITY RESIDENTIAL (MF-HDR).

High density residential uses in the City shall range from 21-25 units per acre. The high density future land use designation is intended to provide multiple family residential development at higher densities that shall be adequately supported by public services and facilities, and maintain compatibility with the surrounding area. Lesser densities may be allowed in order to protect environmentally sensitive lands or to achieve greater consistency with surrounding land uses.

Specific areas designated for high density development shall be adjacent to existing or anticipated major thoroughfares and/or transit routes and facilities, and shall be supported by the requisite utilities. In addition, these areas generally shall be highly accessible to commercial services, and may be located adjacent to mixed-use areas. Specific density of future development proposals within these areas shall provide smooth transitions in residential density, preserve stability of established neighborhood areas, and shall include sufficient open space, parking, and landscaping to reinforce goals and objectives for quality living areas.

OBJECTIVE 1.2.2: NON-RESIDENTIAL AND MIXED-USE LAND USES.

The City shall provide and maintain non-residential and mixed-use future land use categories in proportion, and with identified intensities and mixes of uses, to satisfy the commercial and office, industrial, institutional, utility, recreation, and conservation needs of residents and visitors. These future land uses shall be identified on the Future Land Use Map.

POLICY 1.2.2.1: NON-RESIDENTIAL INTENSITY.

The City shall measure non-residential development and redevelopment project intensities using Floor Area Ratio (FAR). FAR shall be expressed as the result of the total square feet of structural development, excluding structured parking and surface parking areas, divided by the gross area of the development or redevelopment site, in square feet.

Non-residential maximum intensities are displayed in the table below:

Non-Residential	Intensity, Floor Area Ratio (FAR)
Office Residential (OR) [#]	1.0
Commercial General (CG)	2.5

Non-Residential	Intensity, Floor Area Ratio (FAR)
Institutional (INST)	2.0
Industrial Business (IN)	0.5
Airport Expansion (AE)	0.5
Recreation (REC)	0.2
Conservation (CONS)	0.0
Utilities (UT)	0.75

#Office-Residential may have up to 9 residential units per acre when used as a residential use.

POLICY 1.2.2.2: MIXED-USE LAND USES AND MIX PERCENTAGES.

Mixed-Use future land use categories shall be composed of varying percentages of residential and non-residential land uses. Non-residential uses may include combinations of commercial, office, industrial, institutional, utility, recreation, and conservation, depending on the character of the district or sub-area, and compatibility of uses as described in this Comprehensive Plan, and the Land Development Code. Objectives 1.2.9 and 1.2.10 provide more details.

POLICY 1.2.2.3: PROTECTION OF STABLE RESIDENTIAL NEIGHBORHOODS.

The City shall discourage the mixture of residential and non-residential future land uses in stable residential neighborhoods, and where uses and associated densities and intensities are incompatible. Compatibility shall be guided by policies contained in this Plan, and the Land Development Code.

OBJECTIVE 1.2.3: MAINTAINING COMMERCIAL LAND USES.

The Future Land Use Map shall identify and maintain commercial land for Office-Residential development and Commercial General development.

POLICY 1.2.3.1: OFFICE-RESIDENTIAL (OR).

Office-Residential is a land use designation designed to accommodate both professional offices and residential uses, and is generally located on the outer fringe of an existing residential area. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 1.0 FAR when used for non-residential uses, or up to 9 dwelling units per acre when used as a residential use.

This future land use designation expressly excludes general retail sales and services, warehousing, and outside storage. Furthermore, this policy designation is intended for sites that:

- Have accessibility to major thoroughfares and/or transit routes and facilities;

- Have potential to be served by a full complement of urban services;
- Contain sufficient land area to accommodate good urban design principles;
- Accommodate only residential uses and professional office buildings, including financial institutions, medical facilities, and allied services as regulated in the Land Development Code;
- In some cases, these sites may be appropriate for an Office land use designation, but due to their location, they may not be suitable for residential uses; and
- Frequently serve as a transition area that buffers residential uses located in one area from a nearby area that accommodates uses of a higher intensity.

This designation is intended primarily for areas where a mixture of residential and office uses are appropriate. However, in some areas with the Office-Residential designation, proposed office uses may require a special review process in order to maintain the stability and character of the surrounding residential area.

Areas delineated on the Future Land Use Map for Office-Residential uses shall follow the density requirements set forth in the Single Family Medium Density Residential (SF-MDR) category if residential is the proposed use.

POLICY 1.2.3.2: COMMERCIAL GENERAL (CG).

The Commercial General (CG) areas are designated on the Future Land Use Map for purposes of accommodating office uses and general retail sales and services. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.5 FAR. The Commercial General land use designation is intended to include the hub of retail sales and services within the downtown business district as well as highly accessible areas adjacent to major thoroughfares and transit facilities, that possess necessary location, site, and market requirements. This future land use designation shall be implemented through the City's Land Development Code.

This area is not intended to accommodate manufacturing, processing, or assembly of goods, sales and service of heavy commercial vehicle and equipment, or related services or maintenance activities; warehousing; uses requiring extensive outside storage; or other activities which may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards.

Criteria for considering residential uses in areas with a Commercial General designation shall be outlined in the Land Development Code. Short term rental and time-share dwellings are considered residential uses.

OBJECTIVE 1.2.4: MAINTAINING INDUSTRIAL LAND USES.

The Future Land Use Map shall maintain land resources for existing and anticipated future industrial needs and requisite support services, and shall not be located in areas designated for residential development.

POLICY 1.2.4.1: INDUSTRIAL LAND USE DESIGNATIONS.

The allocation of land use designations should provide a high priority to industry's frequent need for strategically located lands which are accessible by air, rail, and major transportation thoroughfares, as well as labor markets and necessary urban services. The industrial land use designations are intended to provide strategically located sites principally within the airport environs, adjacent to the SunRail tracks in areas where industrial development already exists, developing areas along John Young Parkway and Thacker Avenue north of Carroll Street, and within newly annexed areas suitable for industrial development due to consistency with the objectives and policies of this element.

POLICY 1.2.4.2: AIRPORT EXPANSION LAND USE DESIGNATION (AE).

The Airport Expansion (AE) land use designation is intended to accommodate activities predominantly connected with typical industrial uses, low intensity commercial uses, and supporting non-industrial uses and activities related to the Kissimmee Gateway Airport. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall continue to be applied to all lands comprising the Kissimmee Gateway Airport and to nearby areas appropriate for industrial uses.

The Land Development Code shall continue to establish the permitted uses and applicable restrictions which shall be applied to areas with the Airport Industrial-Expansion (AE) land use designation. The Kissimmee Gateway Airport Master Plan and the FAA Regulations shall govern placement and specifications of structures where applicable.

POLICY 1.2.4.3: INDUSTRIAL BUSINESS LAND USE DESIGNATION (IN).

The Industrial Business (IN) land use designation is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and

compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.

OBJECTIVE 1.2.5: MANAGING AIRPORT LANDS.

The Future Land Use Map shall allocate land resources for the safe and efficient operation of aircraft and aviation-related activities and industry on airport lands. The City shall ensure that resources are appropriately allocated through the City's Aviation Regulations, Land Development Code, land use management policies and other activities.

POLICY 1.2.5.1: CITY'S ECONOMIC BASE.

The City's land use policy shall foster use of Kissimmee Gateway Airport lands in a manner that contributes to the development of the City's economic base through selective pursuit of industry consistent with this Chapter and Chapter 10: Economic Development Element.

POLICY 1.2.5.2: SAFE OPERATION OF AIRCRAFT.

The City shall assure safe operation of aircraft through:

- Efficient use of air space in relation to the Kissimmee Gateway Airport and surrounding airports and airways.
- Maintenance and improvement of the aircraft operational ground environment.
- Maintaining the FAA approved Master Plan for the Kissimmee Gateway Airport.

POLICY 1.2.5.3: COMPATIBILITY WITH THE ENVIRONMENT.

The City shall ensure compatible land uses and development activities within the designated flight paths and noise contours identified in the Kissimmee Gateway Airport Master Plan. Activities may include:

- Implementation of land development regulations pertaining to the airport that protects operationally sensitive areas and reduces noise impact near the airport;
- Preserving the ecologically unique areas on airport property;
- Encouraging aviation activity compatible with nearby neighborhood and community needs and characteristics; and
- Supporting changes in land use designations on parcels near the airport only if they are compatible with aviation activity.

POLICY 1.2.5.4: FINANCIAL INDEPENDENCE OF THE AIRPORT.

The City shall promote continued financial independence of the Kissimmee Gateway Airport through:

- Preparing periodic updates to the Kissimmee Gateway Airport Master Plan in order to maximize land resources within the constraints imposed by changing conditions; markets for land, goods and services; and constraints imposed by other goals, objectives and policies of the City.
- Development of a long-range capital improvements program consistent with financial capacity.
- Development of an operations and maintenance program compatible with financial resources.

OBJECTIVE 1.2.6: MAINTAINING INSTITUTIONAL SERVICES.

The Future Land Use Map shall maintain land resources for institutional facilities and services. The sites shall be compatible with adjacent land uses to the greatest practical extent. The sites shall also fulfill the unique site location requirements included in respective functional plans and shall be responsive to the needs identified in related demographic and supportive needs analysis.

POLICY 1.2.6.1: INSTITUTIONAL LAND USE DESIGNATION (INST).

The Institutional (INST) land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation.

Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.

POLICY 1.2.6.2: PUBLIC SCHOOL FACILITIES.

Public schools (kindergarten through high school) are considered an allowable use in areas with the following future land use designations: institutional (INST), single family low density residential (SF-LDR), single family medium density residential (SF-MDR), multiple family medium density residential (MF-MDR), multiple family high density residential (MF-HDR), office-residential (OR), commercial general (CG), industrial business (IN), and

Mixed-Use categories (MU-D, MU-V) subject to Land Development Code restrictions in the mixed-use categories.

OBJECTIVE 1.2.7: MAINTAINING LAND FOR ESSENTIAL UTILITIES.

The Future Land Use Map shall maintain land resources for essential utilities required to support urban development. These lands shall satisfy the unique location requirements of the respective essential service system.

POLICY 1.2.7.1: UTILITY (UT) LAND USE DESIGNATION.

The Utility land use designation is intended to accommodate necessary major public or semi-public utility plant operations and related facilities required to service urban development. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.75 FAR. Plants and facilities for which this designation is reserved include: potable water treatment plants, pumping facilities, and water wells; wastewater treatment plants and lift stations; and the Kissimmee Utility Authority electric power generating plant facilities.

POLICY 1.2.7.2: ELECTRICAL DISTRIBUTION SUBSTATION LOCATIONS.

The City shall permit the siting of electrical distribution substations in all future land use categories, except Conservation (CONS), provided all related development standards contained in the Land Development Code are followed.

OBJECTIVE 1.2.8: MAINTAINING RECREATION AND CONSERVATION LAND USES DESIGNATIONS.

The Recreation and Conservation designations have been established to direct the preservation of major open spaces and recreation areas, including golf courses, parks, recreation areas, as well as environmentally sensitive areas such as Lake Tohopekaliga, Shingle Creek, Mill Slough, and major natural systems the City has committed to retain, preserve, and/or conserve as essential systems, excepting approved limited/passive uses as established in the land development regulations.

POLICY 1.2.8.1: RECREATION LAND USE DESIGNATION (REC).

Lands designated for Recreation (REC) shall be consistent with the Recreation and Open Space Element as well as the Conservation Element, as applicable. Projects within this future land use designation may be built to a maximum intensity of 0.2 FAR. Designation of areas for Recreation shall reflect actions taken to implement the goals, objectives and policies of the Recreation and Open Space Element and/or the Land Use Element.

POLICY 1.2.8.2: CONSERVATION LAND USE DESIGNATION (CONS).

Lands designated for Conservation (CONS) are those lands that, because of their environmental quality or sensitivity, are intended for protection and are not intended for development activities, and therefore have no allowable FAR. These lands may include wetlands, wildlife habitats, and/or watershed protection areas.

The CONS designation shall be applied to portions of major natural resource areas and environmentally sensitive corridors which the City deems appropriate and feasible to protect in order to help implement natural resource conservation goals, objectives, and policies stipulated in the Comprehensive Plan. The designation shall be primarily assigned to publicly owned and restricted privately owned properties.

Where the designation is applied, the City shall adopt appropriate programs, policies, and/or ordinances for managing implementation of the Comprehensive Plan policies applicable to the designation.

OBJECTIVE 1.2.9: MIXED-USE LAND USE DESIGNATIONS.

The City shall promote land use concepts that allow for a mix of compatible uses within specifically identified areas, in order to enhance the pedestrian-oriented urban design and site design characteristics of the City's infill and redevelopment vision. This connection of residential and non-residential uses shall place origins and destinations more closely together to create a more compact and walkable urban environment.

POLICY 1.2.9.1: APPLICATION OF MIXED-USE FUTURE LAND USES.

The City shall consider the application of mixed-use future land use categories in districts, areas, or neighborhoods so as to create more livable, and pedestrian-oriented urban spaces.

POLICY 1.2.9.2: MIXED-USE – DOWNTOWN (MU-D) DESIGNATION.

The intent of the Downtown Community Redevelopment Area is to restore the historic center of Kissimmee. The Community Redevelopment Agency's *Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012)* provides for 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-residential, with a maximum project density and intensity of up to 30 du/ac and up to 4.0 FAR.
- MU-D: Commercial Corridor Vine Street/John Young Parkway Adjacent Area – The sub-area mix of uses shall be 0-15 percent residential, and 85-100 percent non-residential, with a maximum project density and intensity of up to 40 du/ac and up to 5.0 FAR.

- MU-D: Government District Area – This sub-area consists predominantly of government offices, commercial uses, and some residential. The sub-area mix of uses shall be 5-15 percent residential and 85-95 percent non-residential with a maximum project density and intensity of up to 30 du/ac and up to 4.0 FAR.
- MU-D: Lake Toho Waterfront Area – This sub-area consists primarily of wetland habitat in the Oak Street Extension Preserve Area, and is intended to remain so, in conjunction with the existing low density residential uses and the City's Lakefront Park. The sub-area mix of uses shall be 5-15 percent residential, and 85-95 percent non-residential, with a maximum project density and intensity of 1 unit per 5 acres and up to 0.2 FAR.

POLICY 1.2.9.3: MIXED-USE – VINE STREET OVERLAY DISTRICT (MU-V) DESIGNATION.

The Vine Street Mixed-Use (MU-V) is designated on the Future Land Use Map, and is intended to transform existing strip-style, highway commercial development into a connected series of mixed-use, urban scale neighborhoods and villages connected to downtown and other community focal points. This vision is predicated on implementing the City's adopted multimodal transportation strategy, which for the Vine Street Corridor Community Redevelopment Agency Area promotes walking, biking, shorter auto trips, and the provision of various forms of transit. This vision is focused on several community design and economic development goals, including:

- Compact, high density, mixed-use urban-style development patterns that promote walkable, pedestrian-friendly public spaces;
- Diverse housing options, retail and light industrial/flex office space and professional offices;
- Enhanced mobility for pedestrians, bicyclists, automobile drivers, and transit riders through improved street network and multimodal connectivity;
- Strong urban design technique and streetscape features focused on the principles of placemaking and livability;
- Development pattern in support of premium transit service (i.e. bus rapid transit, bus circulators and connections to commuter rail) through a strong mixture of land uses and densities; and
- Series of cohesive, unique villages and neighborhoods transitioning to neighborhoods and districts adjacent to development, instead of a linear, auto dominated corridor.

The MU-V future land use category shall occur within the designated Vine Street District, and shall be composed of an overall mix of 50 percent residential uses and 50 percent non-residential uses. The maximum development density and intensity that may be applied at the project level shall be 40 du/ac and up to 6.0 FAR, and shall be implemented through the adopted *Vine Street Community Redevelopment Agency Master Plan*

POLICY 1.2.9.4: MONITOR DEVELOPMENT ACTIVITY AND MAINTAIN DATABASE.

The City shall monitor and record all development within the MU-V future land use category, as well as within each subcategory of MU-D, in order to track the use composition within each. The information within this database shall be compiled consistent with Policy 2.1.2.3 of the Transportation Element and shall inform decisions regarding development approvals that may be inconsistent with the intended composition of residential and non-residential uses within each district.

Future Land Use Designation	Mix of Uses (Applied at Sub-Area Level)	Targeted Minimum Development Intensity (Applied at Sub-Area Level)	Projected Maximum Development Intensity (Applied at Sub-Area Level)	Maximum Development Intensity (Applied at Project Level)
Mixed-Use – Downtown (MU-D)				
MU-D: Low Density Residential	85-95 percent residential 5-15 percent non-residential	6 du/acre 0.15 FAR	15 du/ac 1.5 FAR	Up to 20 du/acre Up to 3.0 FAR
MU-D: Moderate Density Residential	80-95 percent residential 5-20 percent non-residential	9 du/acre 0.15 FAR	15 du/ac 1.5 FAR	Up to 20 du/acre Up to 3.0 FAR
MU-D: Downtown Transit Station Area	40-60 percent residential 40-60 percent non-residential	6 du/ac 0.25 FAR	20 du/ac 2.5 FAR	Up to 40 du/ac Up to 7.0 FAR
MU-D: Medical Campus Area	5-25 percent residential 75-95 percent non-residential	9 du/acre 0.15 FAR	12 du/ac 3.0 FAR	Up to 40 du/acre Up to 6.0 FAR
MU-D: Commercial Corridor Main Street	20-40 percent residential 60-80 percent non-residential	0 du/acre 0.5 FAR	12 du/ac 2.0 FAR	Up to 30 du/acre Up to 4.0 FAR
MU-D: Commercial Corridor Vine Street/John Young Parkway Adjacent	0-15 percent residential 85-100 percent non-residential	0 du/acre 0.5 FAR	12 du/ac 2.0 FAR	Up to 40 du/acre Up to 5.0 FAR
MU-D: Government District	5-15 percent residential 85-95 percent non-residential	0 du/acre 0.5 FAR	12 du/ac 2.0 FAR	Up to 30 du/ac Up to 4.0 FAR

Future Land Use Designation	Mix of Uses (Applied at Sub-Area Level)	Targeted Minimum Development Intensity (Applied at Sub-Area Level)	Projected Maximum Development Intensity (Applied at Sub-Area Level)	Maximum Development Intensity (Applied at Project Level)
MU-D: Lake Toho Waterfront Area	5-15 percent residential 85-95 percent non-residential	0 du/acre 0.0 FAR	1 unit/10 ac 0.1 FAR	1 unit/5 acre Up to 0.2 FAR
Mixed-Use – Vine Street (MU-V)				
MU-V	50 percent residential 50 percent non-residential	6 du/ac 1.25 FAR	9 du/ac 2.0 FAR	Up to 40 du/acre Up to 6.0 FAR

The mix percentages above shall be applied on a district-wide or sub-area-wide basis. The non-residential percentages of the districts and sub-areas shall include plazas and other urban-style open spaces, natural open spaces required as part of the Land Development Code, and stormwater facilities, such as ponds, but shall not include transportation rights-of-way.

The development densities and intensities are based on FAR calculation methods for residential density and non-residential intensity identified in Policy 1.2.2.1. The minimum development intensities, by district or sub-area, ensure a minimum threshold of development to support the City's connected, transit- and pedestrian-oriented, vision of mixed-use centers and corridors. Intensity calculations shall include all uses, residential and non-residential, when determining FAR.

OBJECTIVE 1.2.10: MIXED-USES AND PLANNED UNIT DEVELOPMENTS.

The City shall continue to promote innovative development concepts including mixed-use developments guided by a single development master plan.

POLICY 1.2.10.1: MIXED-USE (MU) FUTURE LAND USE DESIGNATION.

In the interest of maintaining the flexibility to change the allocation of uses within a development in response to changes in market demand over time, and to support infill or redevelopment the Mixed-Use (MU) land use designation shall provide development flexibility and a mix of land uses within a Planned Unit Development (PUD) zoning District. The zoning amendment application shall be approved within one year of the approval of the MU land use designation.

In order to utilize the MU land use designation, a parcel or development site must meet any of the following criteria:

1. It must be assigned an approved PUD zoning district; or
2. It must be a proposed development planned to have PUD zoning, and in this case the PUD zoning may be adopted concurrently with the MU land use designation, or the PUD zoning can be adopted later.

In any case, the PUD zoning must be adopted within one year of the effective date of the ordinance adopting the MU land use designation for the property. The adopting ordinance shall indicate that the MU designation will not be effective until the effective date of the PUD zoning District for the property. If PUD zoning is not adopted for the proposed development within one year of the effective date of the ordinance adopting the MU land use designation, the City shall initiate amendments to the Comprehensive Plan (using the process identified in Chapter 163 of the Florida Statutes) to revert the MU land use designation for the property to its prior future land use designation, and would delete the policy in Objective 1.2.10 that specifies the approved uses and other characteristics of the development. The Land Development Code may provide for one six-month extension of this deadline; or

3. It must be assigned to a parcel or to a development site not already designated a MU-D or MU-V future land use designation, but may be applied to any size parcel large enough to accommodate more than one type of use in a manner consistent with surrounding land uses and development patterns.

In either case, the approved or proposed uses, residential densities, and non-residential development intensities must be compatible with existing and anticipated future land uses surrounding the proposed development, according to the policies of the Future Land Use Element. In no case shall the density of the residential portion of the development exceed 40 units per acre or the maximum intensity, including the residential portion of the development, exceed 6.0 FAR.

Both a Future Land Use Map amendment and a comprehensive plan text amendment shall be required to establish a MU land use designation. If the proposed comprehensive plan amendments are adopted, the Future Land Use Map shall be amended to show a MU future land use designation for the area subject to the map amendment. Also, a new policy shall be added to the Future Land Use Element under Objective 1.2.10: Mixed-Uses and Planned Unit Developments. The new policy shall provide a general description of the development and a listing of approved uses. The policy shall also specify the number of approved residential units by type, and the number of acres approved for each non-residential use in the development (including maximum allowable impervious surface coverage). That new policy shall regulate the use of land on the parcel or development

site, with the Land Development Code and any specific ordinances, agreements and plans.

Once a MU land use designation has been established for an area, any future change to the development plan that changes the approved uses and/or increases the densities or intensities of the approved uses shall require a comprehensive plan amendment. Any other future change to the development plan that would cause public facilities impacts greater than the impacts anticipated when the MU land use designation was established shall also require a comprehensive plan amendment.

~~POLICY 1.2.10.2: FRANK BROWN RANCH (MU-FB) LAND USE DESIGNATION.~~

~~This policy establishes a Mixed-Use land use designation for the property described in DRC #99-157. The development consists of 128.29 acres of land, 24.74 acres of which are wetlands. The property will be developed with a Multiple Family residential townhome project with an ancillary neighborhood commercial center. Development of the property will adhere to the following policies:~~

- ~~1. A maximum number of 600 attached multiple family townhome units will be built on the subject property, resulting in a maximum average of 5.79 dwelling units per acre density on the entire site.~~
- ~~1. There are 24.74 acres of wetlands on the subject property that will be preserved.~~
- ~~2. There will be an ancillary neighborhood commercial site up to 26.37 acres in size adjacent to Poinciana Boulevard at the intersection of the main entrance to the development. The commercial property will provide commercial uses that are consistent with those allowed by B-2 (Neighborhood Commercial) zoning.~~
- ~~3. Consistent with the City of Kissimmee Planned Development regulations, up to 50% of the area of the ancillary neighborhood commercial site could be used for multiple family housing.~~
- ~~4. The maximum amount of impervious surface area will be 80% of the total land acreage which is 102.61 acres of land.~~
- ~~5. Anything that is not specified in this policy shall be governed by the City of Kissimmee Land Development Code and the Comprehensive Plan.~~

POLICY 1.2.10.3: TAPESTRY (FORMERLY BRONSON) (MU-T) LAND USE DESIGNATION.

This policy establishes a Mixed-Use (MU) land use designation for the Tapestry Planned Unit Development. The Tapestry property consists of approximately 567.96 acres,

approximately 40.97 acres of which are wetlands. The property will be developed for mixed-use purposes which may include residential uses (such as single-family detached, single-family attached, condominium, short-term rental, multi-family or age restricted housing uses), commercial uses or parks and recreational uses. The site is bisected by Carroll Street and generally bordered by Shingle Creek to the west and by Dyer Boulevard and Thacker Avenue to the east. Development of the Tapestry property will adhere to the following policies:

1. A maximum of 2,910 residential units will be built upon the property consisting of single-family detached/single-family attached/condominium/short-term rental/ multi-family or age-restricted units resulting in a maximum average of approximately 5.52 dwelling units per acre density on the entire site if all such residential units are developed.
2. A maximum of sixty (60) acres of the property may be developed for commercial uses but such commercial uses shall not exceed six hundred thousand (600,000) square feet. Such commercial acreage may be located on the south side of Carroll Street near either or both of the intersections of (i) Carroll Street and Thacker Avenue or (ii) Carroll Street and Dyer Boulevard and may include acreage located west of the Dyer Boulevard extension, north of Donegan Avenue and southeast of Carroll Street. The commercial property will provide for commercial uses that are consistent with those listed in the PUD. The commercial property will serve the daily needs of the properties within the Tapestry development and the surrounding communities. The maximum allowable impervious surface area of all property used for commercial purposes shall be 80%.
3. A minimum of 40.97 acres of the property will be preserved as wetlands.
4. Anything that is not specified in this policy shall be governed by the City of Kissimmee Comprehensive Plan and the Land Development Code.

POLICY 1.2.10.4: FLORA RIDGE (MU-FR) LAND USE DESIGNATION.

This policy establishes a Mixed-Use designation for the Flora Ridge Development (Flora Ridge). The Flora Ridge property consists of 1,134 +/- acres; approximately 70+/- acres are wetlands. The property will be developed for mixed-use purposes, which may include residential uses (single-family detached, single family attached, multiple family), commercial uses (retail, office, and hotel), industrial park, public school facility, and wetland preservation. The property shall provide the following:

1. A maximum 1,532,870 gross square feet of retail space.

2. A maximum of 760,000 gross square feet of office space.
3. A maximum of 420,000 gross square feet of industrial/business park space.
4. A maximum of 675 hotel rooms.
5. A maximum of 1,574 single-family units.
6. A maximum of 2,525 multiple family units.
7. The maximum allowable impervious surface area of all property used for non-residential purposes shall be 80%.
8. Approximately 29 acres shall be provided for a school.
9. Approximately 70 acres of wetlands will be preserved.
10. Approximately 75 acres will remain in open space.
11. Anything that is not specified in this policy shall be governed by the City of Kissimmee Land Development Code and the Comprehensive Plan.

OBJECTIVE 1.2.11: MULTIMODAL TRANSPORTATION DISTRICT (MMTD).

The City shall require a mix of land uses with densities and intensities necessary to support a pedestrian-oriented urban landscape, and which is intended to promote and support the use of multiple modes of transportation, particularly within the City's Multimodal Transportation District.

POLICY 1.2.11.1: MINIMUM DENSITY AND INTENSITY IN MULTIMODAL TRANSPORTATION DISTRICT.

The Multimodal Transportation District (MMTD) shall be displayed on the Future Land Use Map, but shall not affect underlying future land use categories. Within the MMTD, future development in the central transit areas within $\frac{1}{2}$ mile of the Vine Street centerline and within a $\frac{1}{2}$ mile radius of the Kissimmee Intermodal Center shall have densities and intensities to support transit-oriented development. These shall be consistent with the underlying MU-V and MU-D mixed-use future land use categories.

POLICY 1.2.11.2: MIX OF USES IN MULTIMODAL TRANSPORTATION DISTRICT.

In order to provide a balance of complementary land uses, the following mix of uses shall serve as a guideline for future development within the MMTD. Future development shall either consist of mixed-uses on-site, or a single use that is complementary to and directly connected to uses within a $\frac{1}{4}$ -mile radius. Mixed-Uses shall consist of residential, retail,

office, educational, recreational, civic, and cultural uses. These standards shall be applied in additional areas beyond those specified in this policy where transit service is provided or planned and mixed-use, transit-oriented development will be appropriately consistent with adjacent, existing uses.

The land use type indicated in each row of the table should comprise a percentage greater than the minimum and less than the maximum for the total land in the MMTD.

Use	Minimum	Maximum
Residential	20%	50%
Commercial Retail	10%	30%
Commercial Office	0%	30%
Civic	5%	20%
Educational	0%	15%

POLICY 1.2.11.3: URBAN DESIGN CHARACTERISTICS IN MULTIMODAL TRANSPORTATION DISTRICT.

In accordance with Objective 1.1.6 of this Element, and Chapter 2: Transportation Element, the City shall ensure development and redevelopment within the Multimodal Transportation District adhere to the standards established for pedestrian-oriented building and site design, which shall be implemented through the Land Development Code.

OBJECTIVE 1.2.12: CONTINUING EVALUATION OF FUTURE LAND USE ELEMENT EFFECTIVENESS.

The City shall use the following policies as criteria in evaluating the effectiveness of the Future Land Use Element and Future Land Use Map.

POLICY 1.2.12.1: REVIEW THE IMPACT OF CHANGE INDICATORS ON LAND USE.

Trends in the magnitude, distribution and characteristics of the City's population and land uses shall serve as indicators of possible changes in land use needs. The policy implications of changing trends in land use characteristics shall be evaluated on a continuing basis. Land use policy shall be refined as needed in order to remain responsive to evolving problems and issues.

POLICY 1.2.12.2: SCHEDULE, BUDGET AND IMPLEMENT PROGRAMMED ACTIVITIES.

The timely scheduling, programming, budgeting and implementation of programmed land use activities identified in the Future Land Use Element shall be evidence of the

City's effectiveness in applying a systematic program for implementing adopted land use goals, objectives and policies.

POLICY 1.2.12.3: COORDINATE WITH PUBLIC AND PRIVATE SECTORS.

While implementing and evaluating the Future Land Use Element, the City shall maintain a process of intergovernmental coordination, as well as coordination with private sector groups interested in land use policy and programs. The effectiveness of this approach shall be evaluated by the success of coordination mechanisms in resolving land use problems and issues.

POLICY 1.2.12.4: ACHIEVE EFFECTIVE RESOLUTION OF LAND USE GOALS, OBJECTIVES AND POLICIES.

The effectiveness of the Future Land Use Element shall be measured by the City's success in achieving land use goals, objectives and policies. This process shall include continuing citizen participation.

MAPS

Existing Land Use

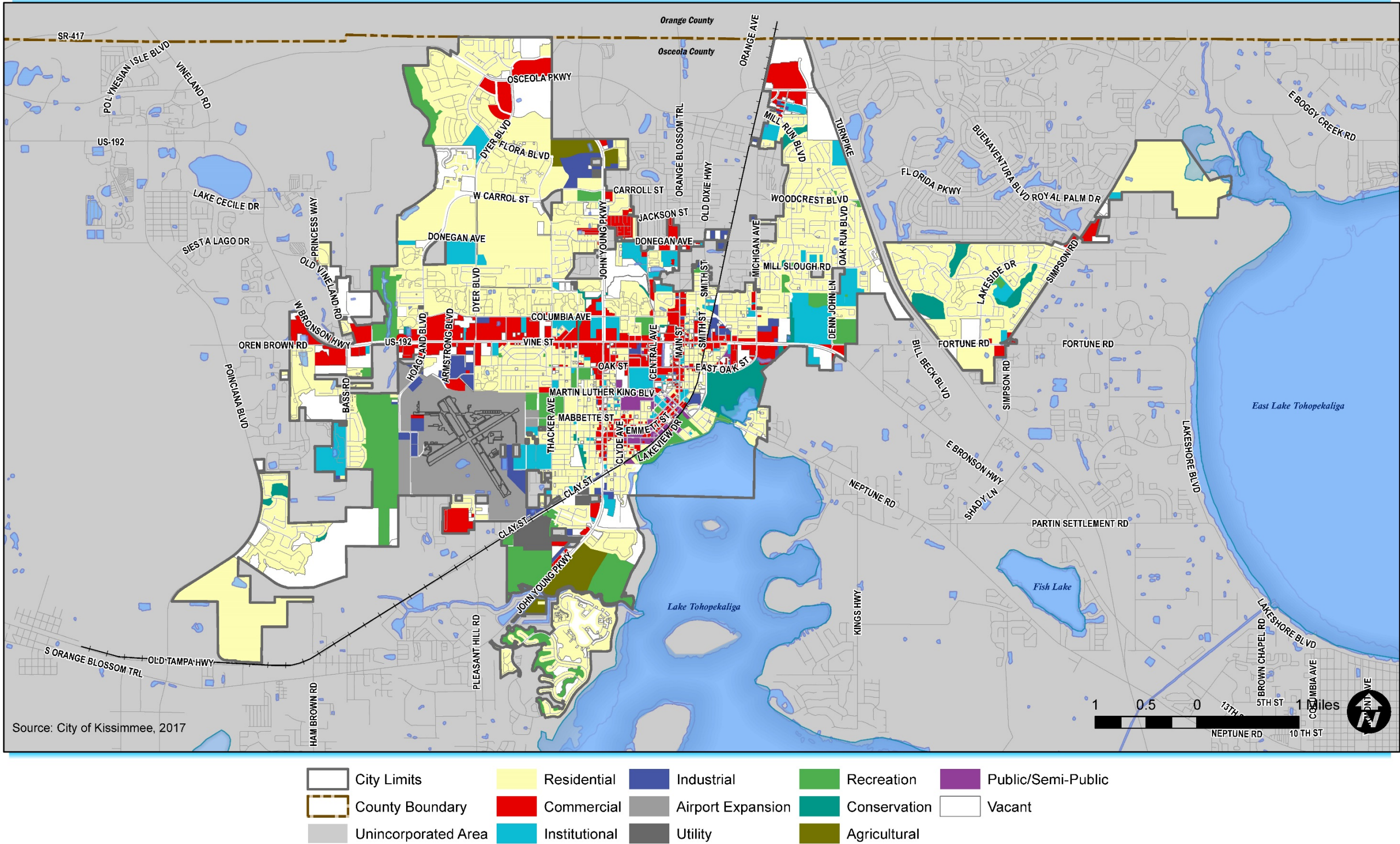
2040 Future Land Use

2040 Major District Boundaries

Historic District and Structures

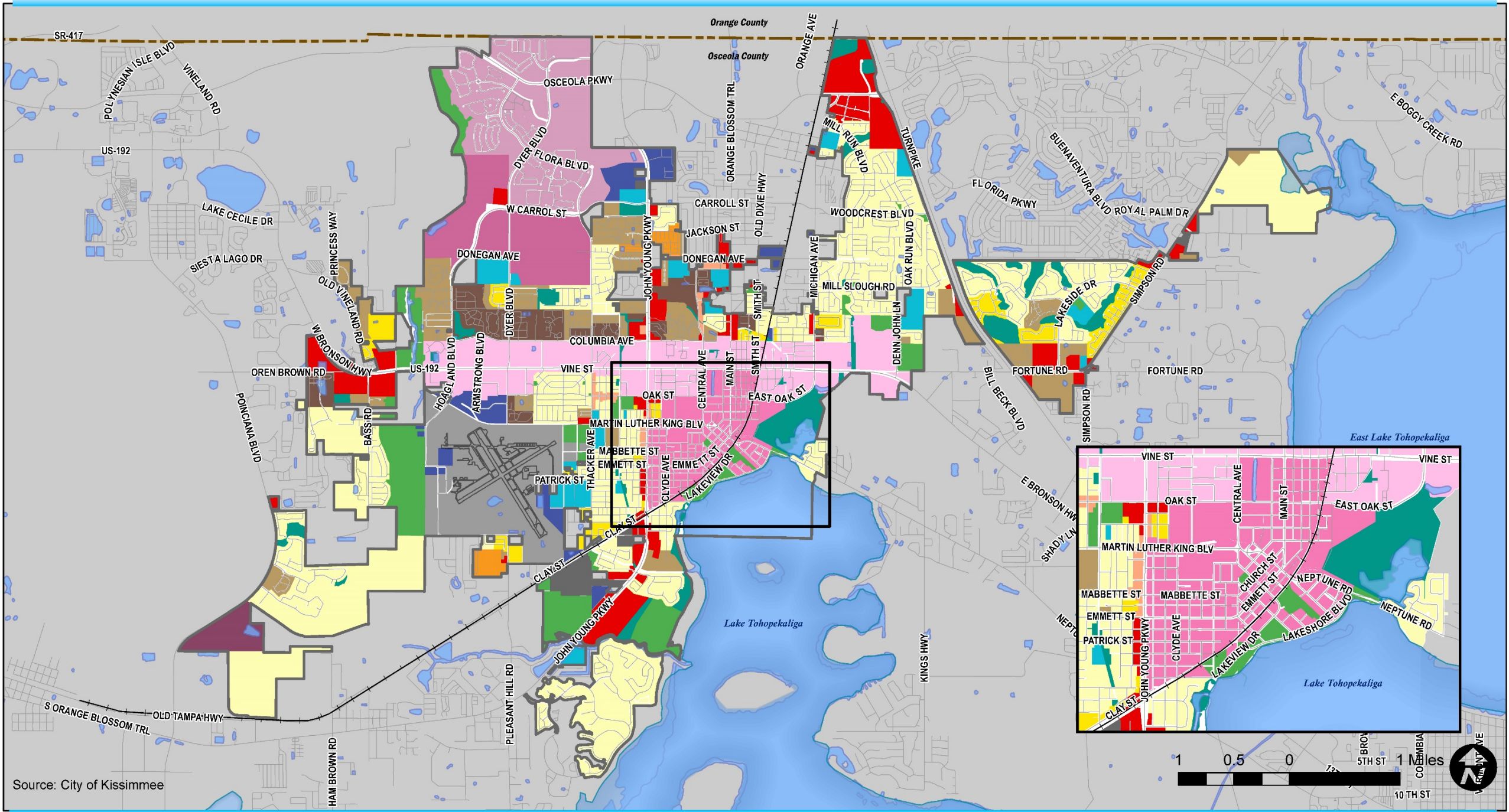
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Figure 1-1: Existing Land Use



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Figure 1-2: 2040 Future Land Use



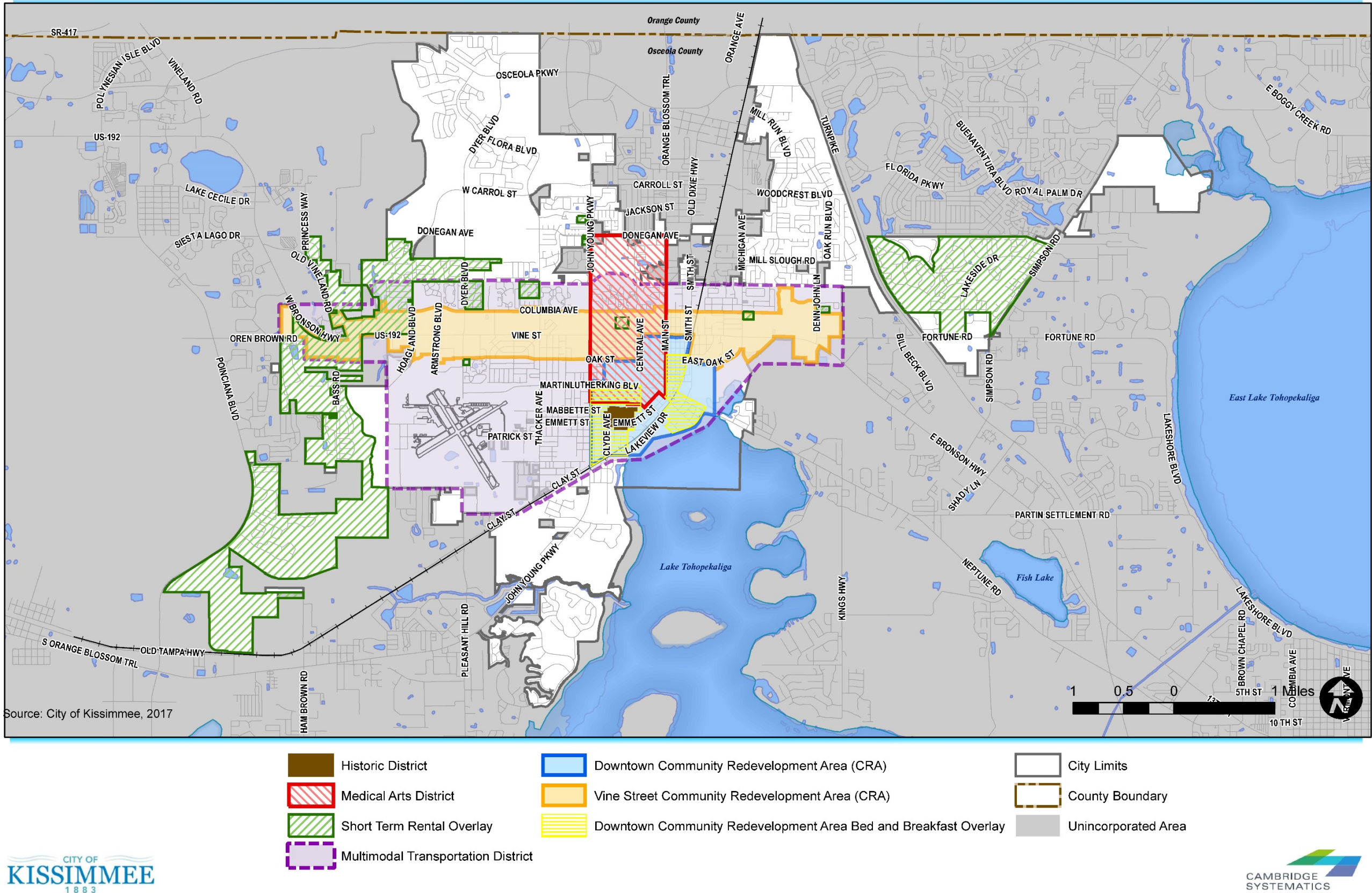
Source: City of Kissimmee

- | | | | | |
|---------------------|---|---------------------|--------------------------|---------------------|
| City Limits | SF-LDR (Single Family Low Density Residential) | MU-D (Downtown) | OR (Office Residential) | UT (Utilities) |
| County Boundary | SF-MDR (Single Family Medium Density Residential) | MU-V (Vine Street) | CG (Commercial General) | CONS (Conservation) |
| Unincorporated Area | MH-MDR (Mobile Home Medium Density Residential) | MU-FR (Flora Ridge) | INST (Institutional) | REC (Recreation) |
| | MF-MDR (Multiple Family Medium Density Residential) | MU-T (Tapestry) | IN (Industrial Business) | |
| | MF-HDR (Multiple Family High Density Residential) | MU-FB (Frank Brown) | AE (Airport Expansion) | |



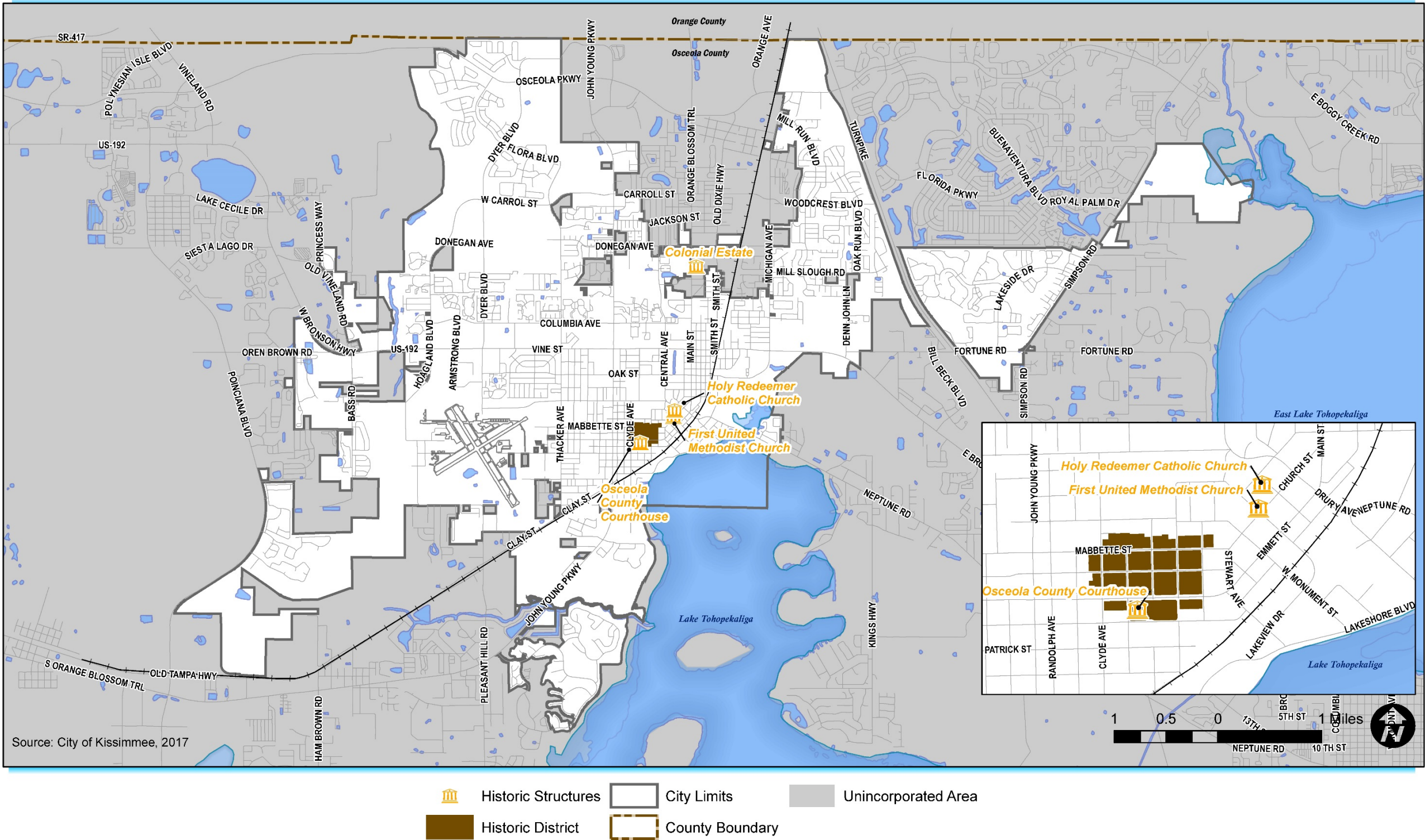
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Figure 1-3: 2040 Major District Boundaries



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Figure 1-4: Historic District and Structures



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2

TRANSPORTATION

Goals, Objectives, and Policies

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Kissimmee 2040 Comprehensive Plan

Transportation *Goals, Objectives, and Policies*

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Commercial Boulevard, Suite 3200
Fort Lauderdale, FL 33309

date

**Adopted November 20, 2018; DRC#18-057; DEO#18-1ER
Amended [to be filled in at a later date]**

Cover photo source: City of Kissimmee Public Information Office

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THE DATA, INVENTORY, AND ANALYSIS.

EXECUTIVE SUMMARY

INTRODUCTION

The City of Kissimmee desires to implement a Transportation Element that will enhance economic opportunity through greater accessibility and add to the City's quality of life and uniqueness for both residents and visitors alike. While once focused primarily on serving the needs of the automobile, the City has shifted its way of thinking about transportation and land use by adopting a Multimodal Transportation District covering a majority of the City in 2008. This approach addresses future transportation through development of a connected multimodal transportation network as an efficient way to increase mobility and accessibility while also linking economic development, quality of life and preservation of the natural environment.

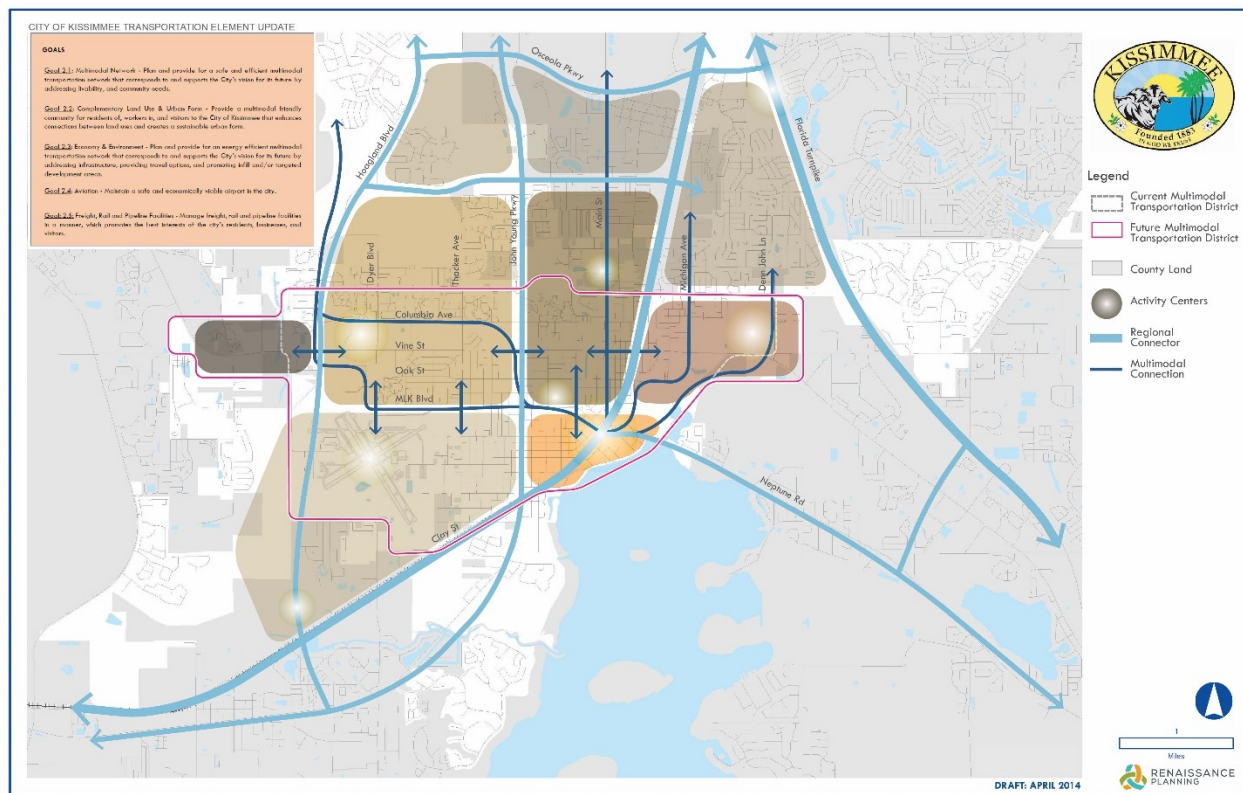
There are several, overlapping regulatory boundaries – the Multimodal Transportation District, the Vine Street Community Redevelopment Area, the Downtown Community Redevelopment Agency (CRA) and the Vine Street Overlay Districts – each of which has their own distinct set of strategies to support desired redevelopment and create better accessibility and mobility. The updated Transportation Element extends these same multimodal strategies and roadway typologies citywide to better connect people who live, work and play in the City of Kissimmee. One of the ways the City will be able to create complete streets, or streets that accommodate the needs of all users, is by preserving right-of-way along key transportation corridors throughout the City. And while the City recognizes that all modes should be accommodated to some degree, there are distinct areas within the City that are more appropriate for different mode types based on the surrounding area context.



THE VISION

The strategic vision for the City of Kissimmee is to extend the multimodal goals and objectives citywide to create and maintain an economically healthy and energy efficient multimodal transportation network. This Transportation Element seeks to link the City's eight activity centers through a combination of regional and multimodal connections. The expansion of multimodal transportation strategies citywide creates the opportunity to develop complete streets criteria to address various design considerations when accommodating multiple modes of transportation based on the surrounding area's context and anticipated future development patterns over the next 25 years.

Figure 2-1: Kissimmee Transportation Vision



The Transportation Element incorporates a mobility framework and corresponding streetscape plan that define a hierarchy of street networks reflecting functional transportation needs (such as regional mobility or local trip-making) and built environment. This hierarchy of streets further orient each street type towards either motorized or non-motorized mobility. The two are not mutually exclusive, but there are specific strategies and cross sections that respond to the prioritized mode(s) by varying the target speed, sizing the sidewalks, adding transit treatments, modifying lane widths, and improving signage and lighting.

Street typologies reflecting that hierarchy include A Streets (high regional auto and truck mobility), B Streets (local auto and truck mobility, high multimodal accessibility) and C Streets (high local accessibility). From this point forward, all new roadways will be classified at time of dedication.

GOALS, OBJECTIVES, AND POLICIES

The City's Transportation Element Goals, Objectives, and Policies were revised to expand the multimodal transportation approach citywide. By defining goals and measurable objectives, and linking those with key economic development strategies and multimodal performance measures, the City will be able to monitor and enhance the quality of service for the various mode types including walking, biking, riding transit, and driving.



The revised Goals, Objectives, and Policies include some key changes, including placing more emphasis on complementary land use and urban form as well as the relationship between transportation, economy and energy. The City of Kissimmee's Comprehensive Plan establishes the linkage between land use and transit as well as policies that support mixed-use land uses and the supporting of different density thresholds, where appropriate. However, the Transportation Element expands upon the connections between transportation, economy and energy by emphasizing the link between land uses and transportation as well as the linkage between housing and transportation. Additionally, the Transportation Element articulates the importance of preserving mobility on A-Streets for all mode types despite the primarily automobile-oriented nature of these types of streets.

The Economy and Environment section of the Transportation Element aims to plan and provide an energy efficient multimodal transportation network citywide. Objectives and policies stress incorporating green infrastructure, when possible, into site planning for multimodal facilities and promoting human-scale developments that encourage walking, biking and riding transit. Additionally, the City is supporting a multimodal environment by promoting infill and targeted development areas in the City, including the Kissimmee/Osceola County Enterprise Zone.

DATA INVENTORY & ANALYSIS

The Data Inventory and Analysis includes an examination of the existing and future transportation needs of the City of Kissimmee, both motorized and non-motorized. The City recognizes the importance of having an integrated transportation system that emphasizes different mode(s) depending on the specific location within the City.

The multimodal emphasis of the Transportation Element is intended to give people more transportation choices and to lower the percentages of those who drive alone. Kissimmee has been working to transform its downtown into the main transportation hub area of the City with the LYNX Kissimmee Intermodal Center Transportation (KITC) station located at Neptune Road and Pleasant Street.



The station now realigns several of the LYNX buses that used to make transfers at the Osceola Square Mall to downtown. The station also serves customers of SunRail, ~~Greyhound~~, Amtrak and the planned US 192 Bus Rapid Transit line.

The City of Kissimmee's bicycle and pedestrian networks are continually being improved and expanded upon to provide better accessibility and quality of service to both residents and visitors. The majority of roadways in the City contain sidewalks and many incorporate bicycle facilities. Additionally, there are several on- and off-street bicycle facilities that are either existing, funded, or planned for construction.

The roadway network and connectivity varies throughout the City. In areas such as downtown, there are higher levels of connectivity due to the grid street patterns with small blocks; however, the City's more recently developed areas streets are less interconnected and often feature cul-de-sac street patterns that emphasize privacy over connectivity. The City's hierarchy of streets, based on land use and modal emphasis, as well as future right-of-way reservations throughout the City helps prioritize existing and future multimodal planning goals.

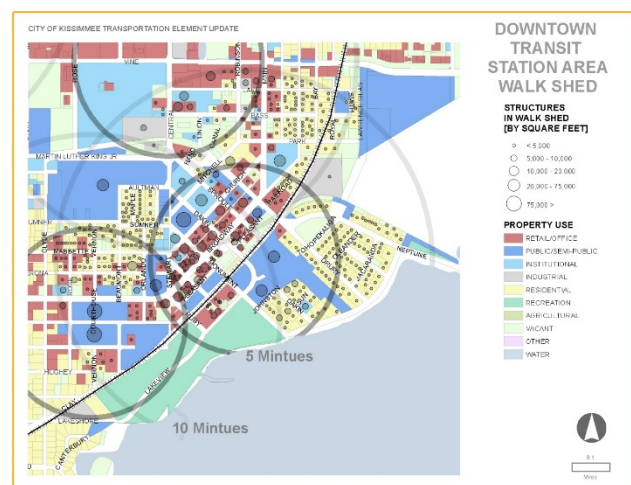
ACCESS MANAGEMENT PLAN

Access management is the control of vehicular ingress to and egress from the roadway and adjacent land development. The purpose of access management is to provide for orderly access and traffic flow while maintaining safety for all roadway users. The Transportation Element's Access Management Plan develops planning level recommendations for the implementation of access management techniques based upon the Florida Department of Transportation's (FDOT) Access Management Standards, Chapter 14-97, Florida Statutes. The City of Kissimmee has applied those standards to identify "A" Streets, which are primarily auto-oriented but with multimodal features to accommodate other modes, but the Chapter 14-97 rules apply to all city-maintained roadways. Access management strategy corridors ("A" Streets) include:

- US 192 (Vine Street)
- US 441 (Main Street/Orange Blossom Trail) – North of US 192
- John Young Parkway
- Osceola Parkway
- Poinciana Boulevard

STATION AREA PARKING

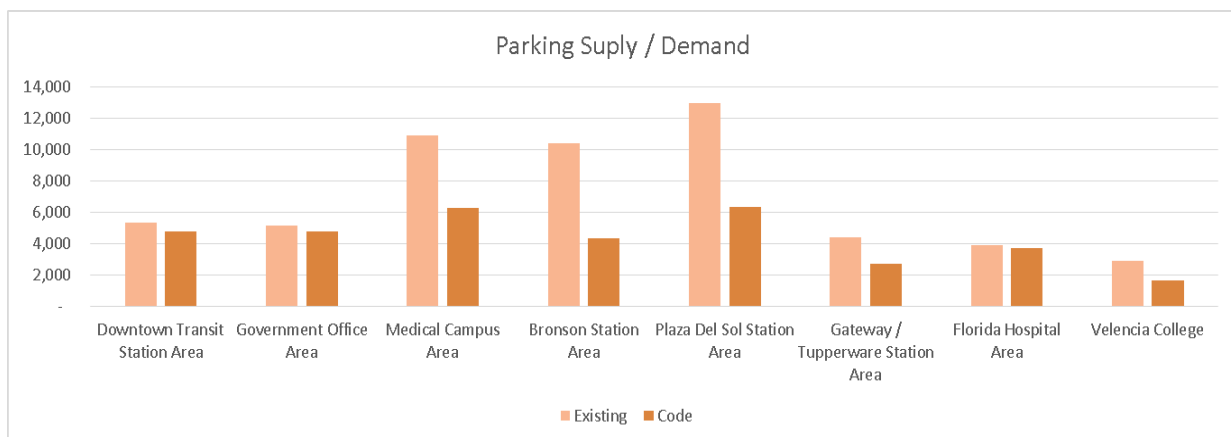
The Transportation Element Update includes a review and analysis of existing parking supply as well as future parking needs based on the Land Development Code. As part of the City's multimodal approach to transportation, eight locations that have transit station / stop areas associated with Future SunRail expansion, Planned US 192 Bus Rapid Transit (BRT) and/or the City of Kissimmee Circulator were evaluated to determine where there may be a potential need for additional parking. These Station / Stop area locations are:



- i. Downtown Transit Station Area
- ii. Government Office Area
- iii. Medical Campus Area
- iv. Bronson Station Area
- v. Plaza Del Sol Station Area
- vi. Gateway Tupperware Station Area
- vii. Florida Hospital Area
- viii. Valencia College Area

Currently, the City has sufficient parking with the combination of both public and private parking to support the existing land uses in each of the Station / Stop areas. Additionally, the Downtown SunRail Intermodal Station's planned public parking facilities will bring the existing parking spaces above future demand. However, the City is working towards creating Transit Oriented Development parking parameters in the Station / Stop areas that could greatly reduce the demand for parking. This could allow for the establishment of parking maximums rather than minimums and further enhance the multimodal objectives of the City.

Figure 2-2: Parking Supply/Demand



MOBILITY VISION

VISION STATEMENT

To develop and maintain a highly connected multimodal network that provides mobility and accessibility for all users.

GOALS

Goal 2.1: Multimodal Network - Plan and provide for a safe and efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing livability, and community needs.

Goal 2.2: Complementary Land Use & Urban Form - Provide a multimodal friendly community for residents of, workers in, and visitors to the City of Kissimmee that enhances connections between land uses and creates a sustainable urban form.

Goal 2.3: Economy & Environment - Plan and provide for an energy efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing infrastructure, providing travel options, and promoting infill and/or targeted development areas.

Goal 2.4: Aviation - Continue to maintain a safe and economically viable airport in the city.

Goal: 2.5: Freight, Rail and Pipeline Facilities - Continue to manage freight, rail and pipeline facilities in a manner, which promotes the best interests of the city's residents, businesses, and visitors.

VISION

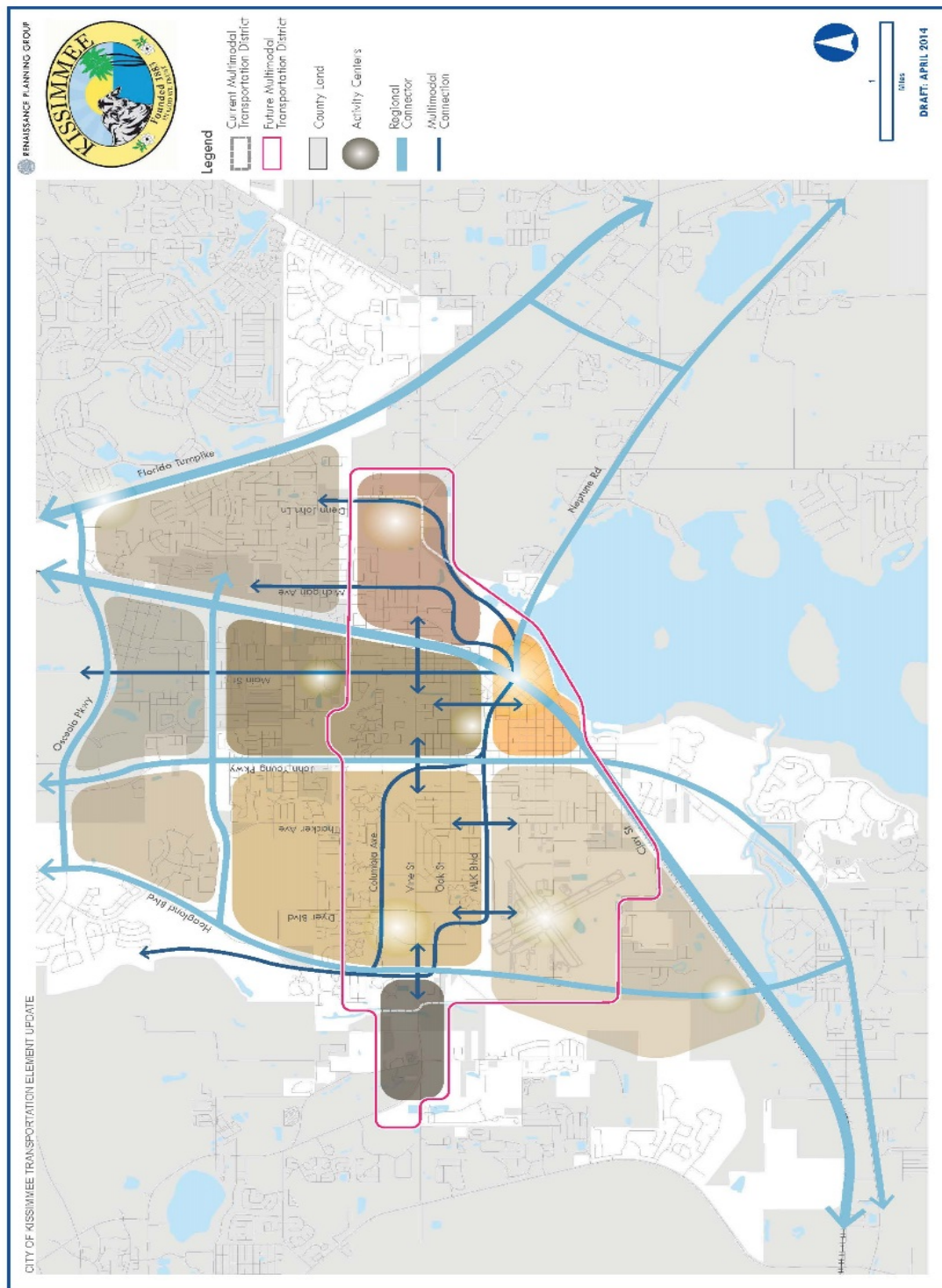
Transportation plays an important role today and in the future, affecting the quality of life and economic vitality of the City of Kissimmee. The strategic vision for the City of Kissimmee is to extend the multimodal framework citywide, connecting people to destinations supporting economic development and redevelopment initiatives, as well as to link freight and goods to and from the



City. This Transportation Element seeks to tie together the City's eight activity centers through a combination of regional and multimodal connections comprised of several features, including streets, sidewalks, bicycle facilities, trails and transit. The expansion of multimodal transportation strategies citywide creates the opportunity to develop complete streets criteria to address various design considerations when accommodating multiple modes of transportation based on the surrounding context and anticipated future development patterns, and will assist the City in preparation for growth and redevelopment for the next 25 years.

Figure 2-1 presents the City's Transportation Vision map, identifying critical connections that are needed to link residential and commercial areas through a robust network of regional and local multimodal facilities and design treatments.

Figure 2-3: City of Kissimmee Transportation Vision



The Transportation Element incorporates a mobility framework and corresponding streetscape plan that define a hierarchy of street networks reflecting functional transportation needs (such as regional mobility or local trip-making) and the built environment. This hierarchy of streets

further orients each street type toward either regional mobility or local accessibility. The two are not mutually exclusive, but there are specific strategies and cross sections that respond to the modes by varying the target speed, sizing the sidewalks, adding transit treatments, modifying lane widths, and improving signage and lighting.

Street typologies reflecting that hierarchy include A Streets (high regional auto and truck mobility), B Streets (local auto and truck mobility, high multimodal accessibility) and C Streets (high local accessibility). New roadways will be classified at time of dedication. The following pages present the organization and typical section illustrations of the street hierarchy and guidance for streetscape design.

STREET TYPOLOGY GUIDANCE

Table 2-1: Street Typology Guidance

	A Streets			B Streets		C Streets
Streets Criteria	Vine Street / US 192	John Young Parkway	90 - 100' Right-of-Way	70 - 80' Right-of-Way	60 - 70' Right-of-Way	50' Right-of-Way
TRAVELWAY						
Desired Operating Speed	45	45	35	35	30	25
Number of Lanes (bidirectional)	4 - 6	4 - 6	2 - 4	2 - 4	2 - 4	2
Optimum Lane Width	10 - 12 ft.	10 - 12 ft.	10 - 12 ft.	10 - 11 ft.	10 - 11 ft.	10 - 11 ft.
On-Street Parking Width	Not recommended	Not recommended	Not recommended	Optional/7 - 8 ft.	Optional/7 - 8 ft.	Optional/7 - 8 ft.
On-Street Bike Lane Width	Not recommended	Not recommended	5 - 8 ft.	5 - 8 ft.	5 - 8 ft.	Sharrow
Median	16 ft.	16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	Optional/10 - 16 ft.	N/A
Access Management	See Access Management		Context Sensitive Engineering Manual			
ROADSIDE						
	12 - 20 ft.	12 - 20 ft.	5 - 20 ft.	5 - 10 ft.	5 - 9 ft.	5 - 10 ft.
Optimum Sidewalk Through Zone	Sidewalk through zone includes only the clear pedestrian travel way					
Optimum Sidewalk Amentity / Landscaped Buffer	1 - 5 ft. tree well	1 - 5 ft. tree well	5 - 8 ft. tree well or 2 - 10 ft. planting strip	5 - 8 ft. tree well or 2 - 12 ft. planting strip	2 - 8 ft. planting strip	2 - 8 ft. planting strip
	Sidewalk amenity includes the roadway edge zone and furnishings and planting strip					
Sidewalk Amenity (Treatments and Spacing)	Highest quality treatments and closest possible	Highest quality treatments and closest possible	Standard quality treatments and optimum spacing	Standard quality treatments and optimum spacing	Highest quality treatments and closest possible	Highest quality treatments and closest possible
Street Lighting	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Standard scale fixtures	Pedestrian scale fixtures	Pedestrian scale fixtures
Stormwater Management	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Stormwater ponds	Bio-swales
Transit Facilities (Bus Pull- outs/Lanes and Stops)	BRT Station Areas / local bus stops every 2 blocks	Stops every 2 blocks	Pull- out bays / stops every 2 blocks	Pull- out bays / stops every 2 blocks	Stops every 2 blocks	Not Recommended
INTERSECTIONS						
Optimum Crosswalk Spacing	At intersections	At intersections	At intersections	At intersections	At intersections	600 ft.
Curb Radii	20 - 30 ft.	20 - 30 ft.	20 - 30 ft.	15 - 25 ft.	15 - 25 ft.	15 - 20 ft.

TYPICAL SECTIONS

Figure 2-4: Typical “A” Street (Vine Street (192)/John Young Parkway) Section

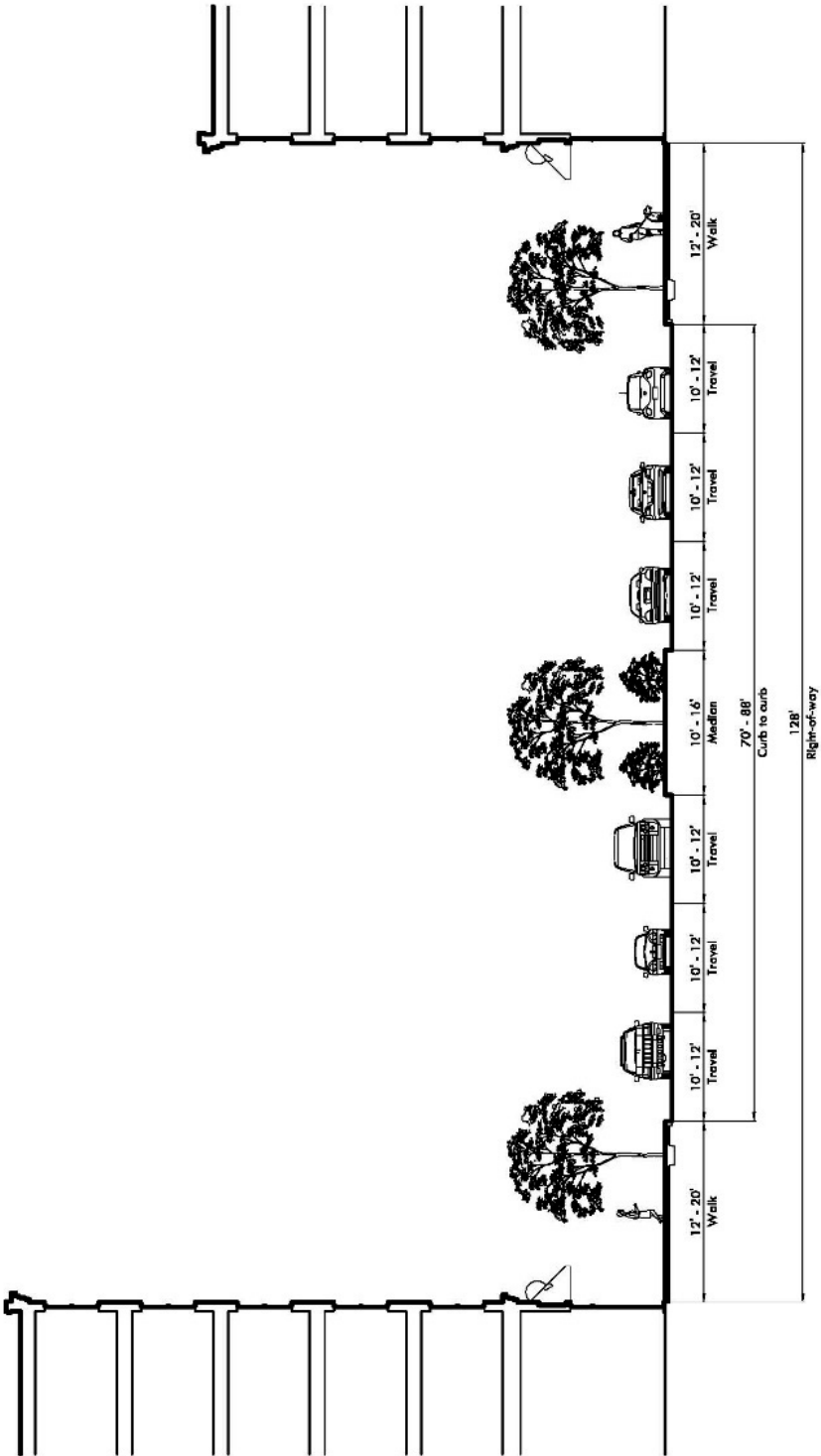


Figure 2-5: Typical “A” Street with 90’-100’ Right-of-Way Section

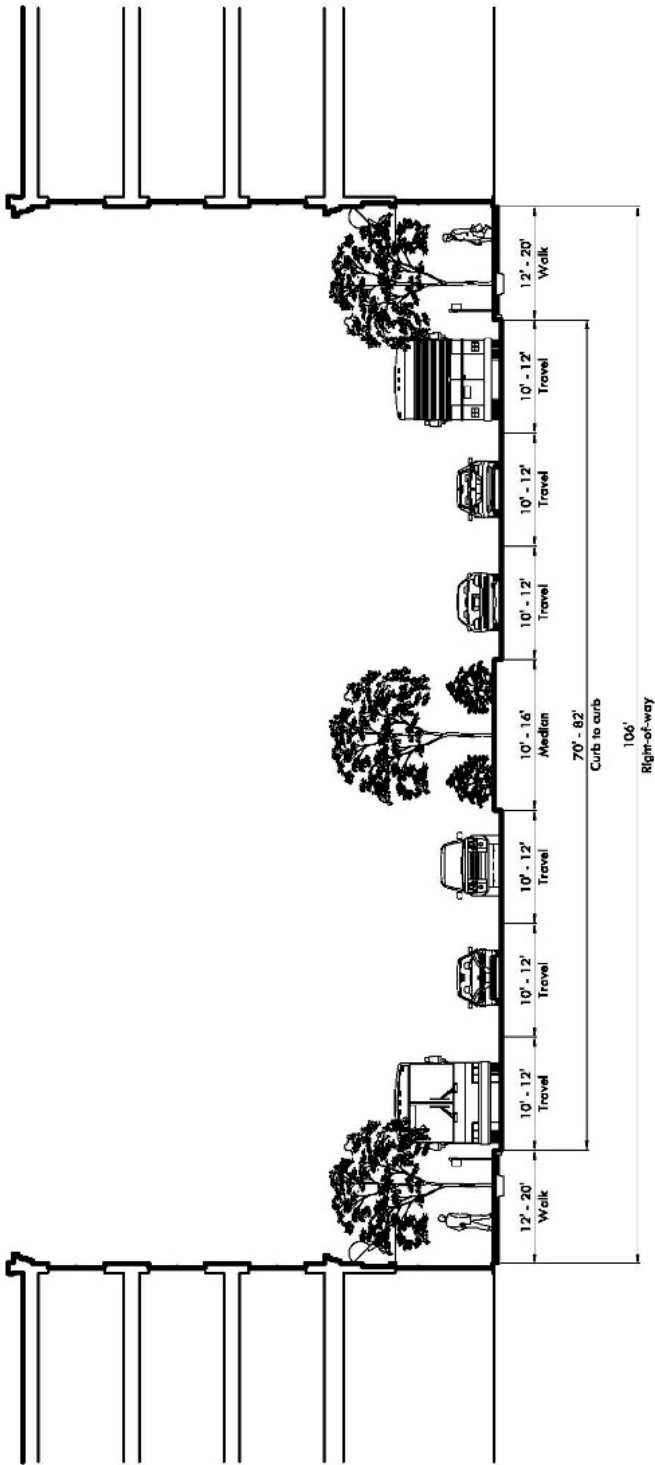


Figure 2-6: Typical “A” Street with 90’-100’ Right-of-Way Section

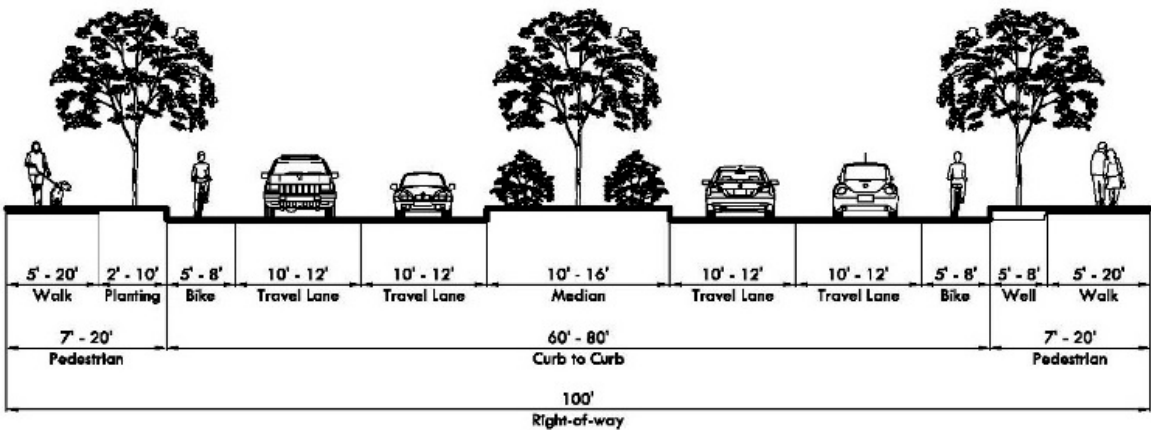


Figure 2-7: Typical “A” Street with 90’-100’ Right-of-Way Section

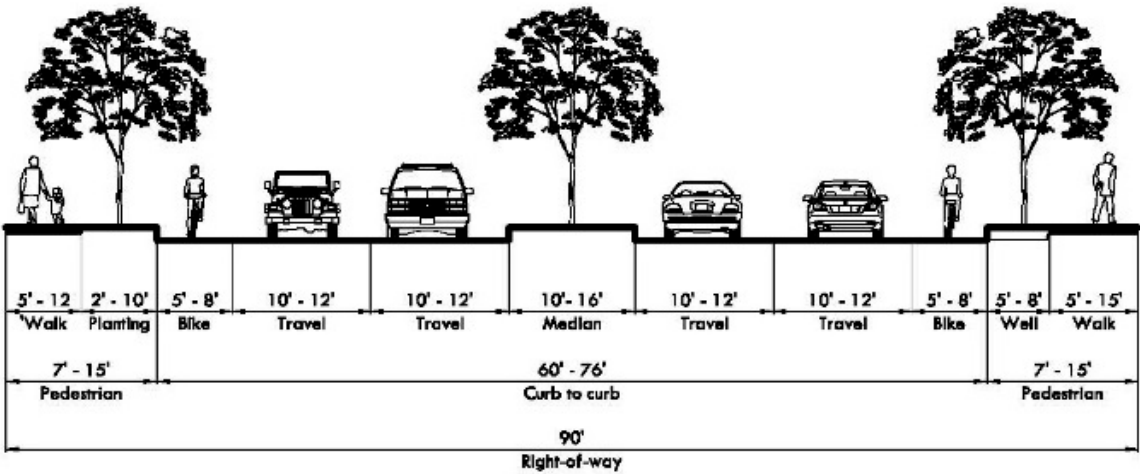


Figure 2-8: Typical “A” Street with 80’-90’ Right-of-Way Section

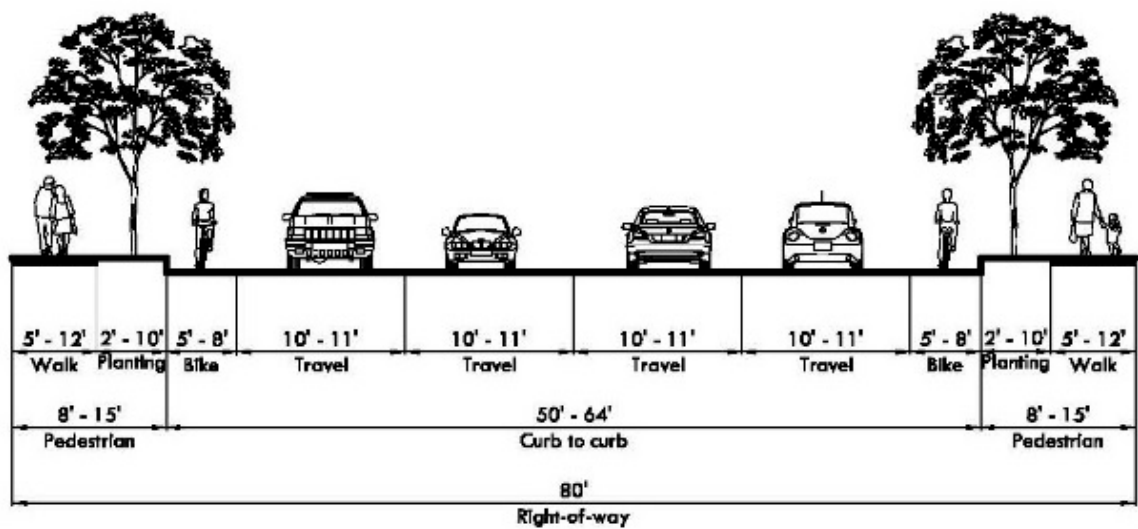


Figure 2-9: Typical “B” Street with 70’-80’ Right-of-Way Section

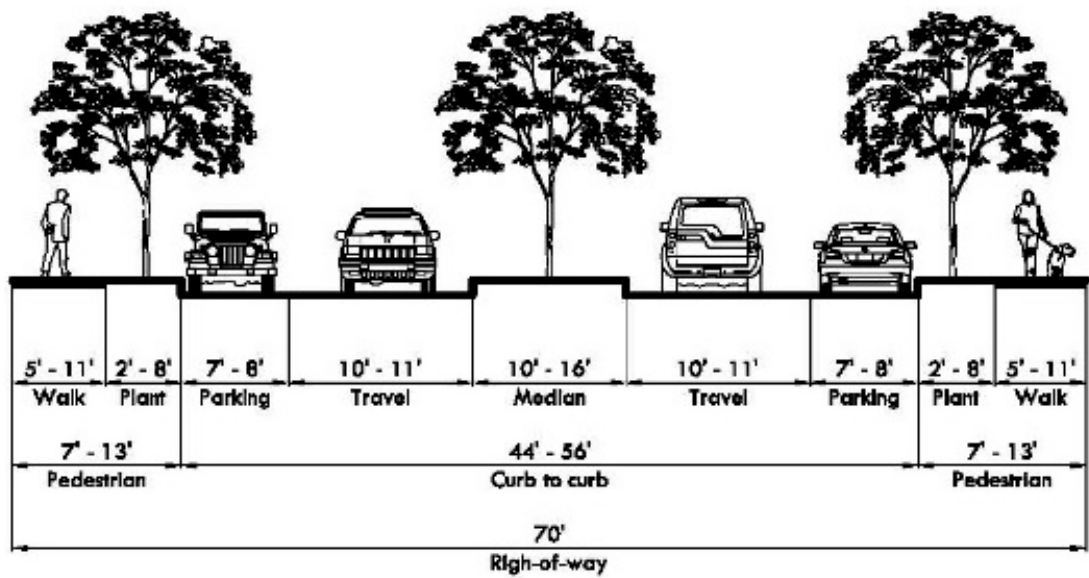


Figure 2-10: Typical “B” Street with 60’-70’ Right-of-Way Section

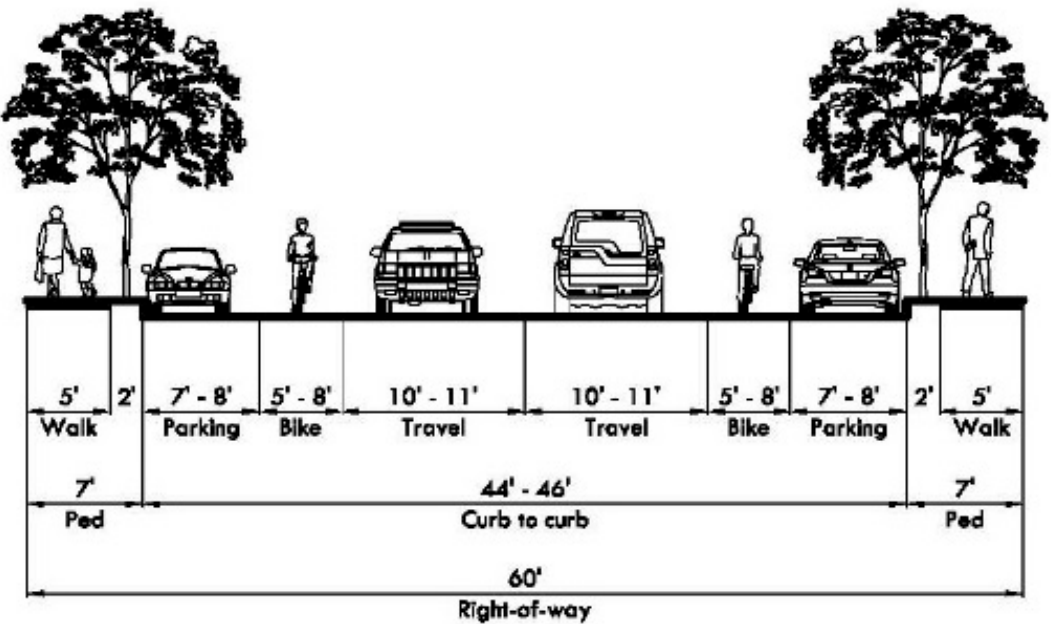
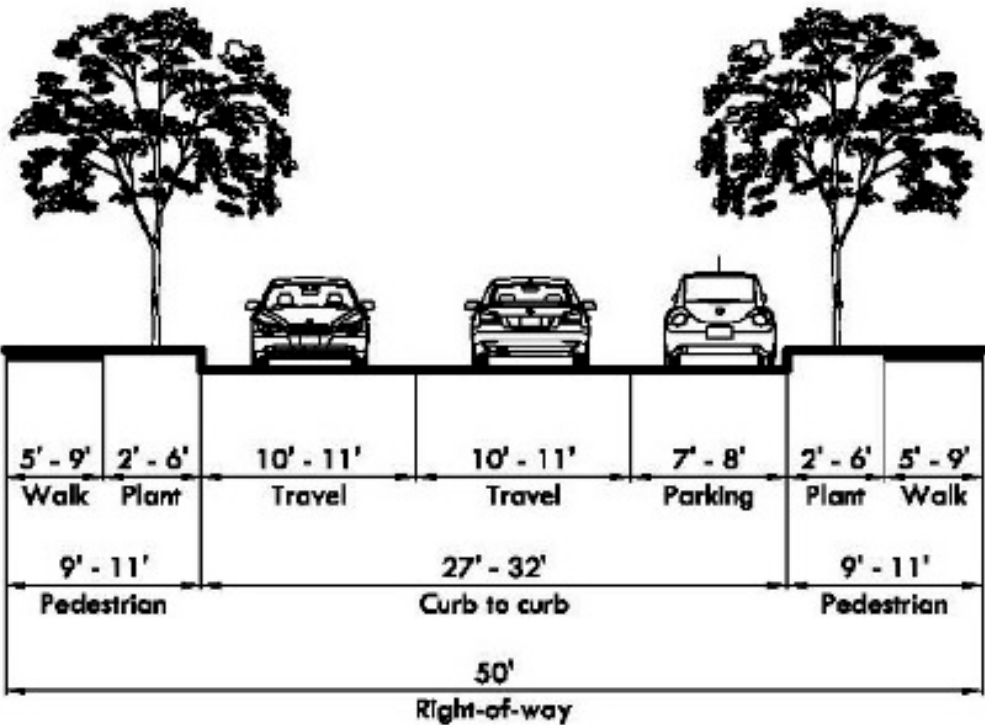


Figure 2-11: Typical “C” Street with 50’ Right-of-Way Section



GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives and implementing policies for the Transportation Element pursuant to §163.3177(6)(b) Florida Statutes.

GOAL 2.1: MULTIMODAL NETWORK.

Plan and provide for a safe and efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing livability, and community needs.

OBJECTIVE 2.1.1: SAFE TRANSPORTATION SYSTEM.

The City shall continue to establish a safe multimodal transportation network through development and implementation of level or quality of service (QOS) standards for all modes and providing associated improvement, urban design and funding strategies.

POLICY 2.1.1.1: CITYWIDE STANDARDS

The City shall maintain multimodal standards to address its designation as a Dense Urban Land Area and Multimodal Transportation District.

POLICY 2.1.1.2: COMPLETE STREETS TO PROMOTE PUBLIC HEALTH AND ACTIVE MOBILITY.

The City shall continue to promote the development of an integrated Complete Streets network through the inclusion of public transit, bicycle, and pedestrian facilities for people of all ages and abilities to promote public health and active mobility.

POLICY 2.1.1.3: STREET TYPOLOGIES.

The City shall maintain a distinct hierarchy of three street types within the City. These street typologies include:

- 'A' streets are vehicular emphasis streets with a regional mobility focus
- 'B' streets are pedestrian and bicycle emphasis streets that support major local destinations
- 'C' streets are residential and non-residential streets with lower speeds that provide local access

POLICY 2.1.1.4: REDUCE FATALITIES, INJURIES AND CRASHES.

The City shall adopt a policy supporting a fatality-free transportation system through combining design, engineering, enforcement, and education initiatives to promote a safe multimodal network.

OBJECTIVE 2.1.2: EFFICIENT MULTIMODAL NETWORK.

The City shall continue to maintain a Multimodal Transportation District (MMTD) that is designed to enhance quality of service for all modes of transportation.

POLICY 2.1.2.1: MULTIMODAL TRANSPORTATION DISTRICT.

Pursuant to F.S. 163.3177(6)(a) the MMTD will be maintained within the boundaries indicated on the Future Land Use Map District Boundaries map. Within the MMTD, transportation issues shall be mitigated by:

- Designing development to safely promote an increase in walking, biking, and transit use while reducing vehicle trip lengths and vehicle miles of travel.
- Contributing towards the achievement of the multimodal quality of service standards through completion or contribution towards multimodal transportation improvements, payment of the transportation mobility fee, or similar contributions that shall be proportionate to a development's transportation impact.

POLICY 2.1.2.2: QUALITY OF SERVICE STANDARDS.

Within the MMTD, the City shall meet the quality of service standards for pedestrian and cycling facilities as well as for transit facilities. The City shall also continue to pursue strategies to preserve vehicular mobility on major thoroughfares, with emphasis on Statewide Intermodal System (SIS) and regionally significant roadways. Any proposed development with a traffic impact on a deficient facility (as established by the monitoring report in Policy 2.1.2.4) that fails to meet the quality of service standards shall be required to mitigate such impacts through appropriate roadway or multimodal mitigation strategies or by paying proportionate share fees toward the achievement of these strategies.

Outside of the MMTD, the City adopts a LOS D standard for the peak hour for major thoroughfares (arterials and collectors).

POLICY 2.1.2.3: MMTD STREET TYPOLOGIES.

The City shall maintain a distinct hierarchy of three street types within the MMTD. These street typologies include:

'A' streets are vehicular emphasis streets with a regional mobility focus

'B' streets are pedestrian and bicycle emphasis streets that support major local destinations

'C' streets are residential and non-residential streets with lower speeds that provide local access

~~POLICY 2.1.2.4: OTHER OPERATIONAL PERFORMANCE INDICATORS:~~

~~The City shall continue to develop indicators against which the achievement of the mobility goals of the community can be measured, including mode split, annual transit trips per capita, auto occupancy rates, expansion of bicycle and pedestrian facilities, and other criteria as deemed appropriate. Counts on bicycle and pedestrian facilities as well as roadways will be monitored to track impacts from new development.~~

~~Development trends (new residential units & new square footage), bicycle, pedestrian and transit use, automobile traffic, and identification of any completed capital improvements will be monitored and reported annually for increases, decreases and deficiencies within the MMTD and citywide. Every five years (corresponding with adoption of the MetroPlan Orlando Long Range Transportation plan) the City will provide a full monitoring report identifying the same information as the annual report with the changes in quality of service, improvements made over the five year period and strategies to achieve the MMTD goals established in the comprehensive plan. If traffic volumes on Vine Street / US 192 or John Young Parkway (after John Young Parkway widening to 6 lanes is complete) exceeds 95% of FDOT acceptable Maximum Service Volume (MSV) of 59,900 (95% = 57,000 ADT) on segments of Vine Street east of John Young Parkway and segments of John Young Parkway South of Vine Street or if the annual traffic volume growth rate is 5% or greater in the annual report the City will complete and submit all the metrics identified in the quinquennial report.~~

~~MMTD AND VINE STREET ANNUAL MONITORING:~~

- ~~■ New Development (units and square footage)~~
- ~~■ New multimodal facilities constructed & programmed~~
- ~~■ Multimodal Facility Usage (traffic volumes, transit, walking and biking [if available], Roadway LOS & system wide Vehicle Miles of Travel)~~

~~MMTD AND VINE STREET QUINQUENNIAL MONITORING (EVERY 5 YEARS):~~

- ~~■ New Development (units and square footage)~~
- ~~■ New multimodal facilities constructed, programmed & planned~~
- ~~■ Multimodal Facility usage (traffic volumes, transit ridership, walking and biking [if available], Roadway Level of Service, & system wide Vehicle Miles of Travel)~~
- ~~■ Multimodal Quality of Service (MMQOS)~~

■ ~~Connectivity index~~

■ ~~Performance Metrics~~

OBJECTIVE 2.1.3: ACCESS TO DESTINATIONS

The City shall maintain a transportation network that provides access to major local destinations and employers throughout the City.

POLICY 2.1.3.1: CONVENIENT TRANSPORTATION NETWORK.

Strategies to enhance access to destinations shall include the development of multimodal infrastructure, including a circulator, and increasing connectivity through the development of parallel and alternate routes.

POLICY 2.1.3.2: BICYCLE AND PEDESTRIAN FACILITY IMPROVEMENTS NEAR TRANSIT.

The City shall continue to promote the improvement and expansion of bicycle and pedestrian facilities citywide, focusing on improved access in the MMTD and near transit corridors and stations.

OBJECTIVE 2.1.4: ADA AND TRANSPORTATION DISADVANTAGED.

The City shall increase mobility for the transportation disadvantaged who reside, work, and/or visit the City of Kissimmee, ~~including but not limited to the elderly, handicapped, and students~~ in accordance with the most recent Americans with Disabilities Act Title II Regulations, and City of Kissimmee ~~Construction Standards and Specifications Guidelines~~ Land Development Code.

POLICY 2.1.4.1: PROMOTE COORDINATED SERVICE APPROACH.

The City should encourage development of a coordinated paratransit service approach to providing transportation for the elderly and handicapped in Kissimmee by working with LYNX, Osceola County, and social service providers.

OBJECTIVE 2.1.5: ENCOURAGE THE DEVELOPMENT OF RAIL AND PREMIUM TRANSIT SERVICE

The City shall continue to work with other regional public agencies to promote the development of regional and intercity rail and premium transit service to and through Kissimmee.

POLICY 2.1.5.1: PROMOTE METROPOLITAN AREA PASSENGER RAIL AND PREMIUM TRANSIT CONNECTIONS.

The City shall continue to coordinate with Osceola County, LYNX, MetroPlan Orlando and other public agencies in the region to implement passenger rail service (SunRail) from the Kissimmee Intermodal Transportation Center (KITC) to Orlando and other regional activity

centers, with premium, feeder bus service to provide local connections within the City to the Multimodal Center.

POLICY 2.1.5.2: PROMOTE CONTINUED INTERCITY SERVICE.

The City shall continue to coordinate with Amtrak to maintain, if not increase, the level of intercity train service provided through Kissimmee, and provide adequate intercity train station facilities. The City shall also promote regional efforts to develop a cross-state, high speed passenger rail connection between major nearby municipalities that connects with a downtown multimodal station.

OBJECTIVE 2.1.6: STRENGTHEN INTER-AGENCY PARTNERSHIPS TO IMPLEMENT MULTIMODAL NETWORK IMPROVEMENTS

The City of Kissimmee shall continue to coordinate multimodal transportation planning and improvements with other governmental agencies including but not limited to the Florida Department of Transportation (FDOT), Osceola County, MetroPlan Orlando, Orange County, the Central Florida Expressway Authority, LYNX, and the East Central Florida Regional Planning Council to achieve planned improvements to transportation facilities and services.

POLICY 2.1.6.1: IMPLEMENTING TRANSPORTATION PLANNING AND COORDINATION.

The City shall continue to review present and future transportation plans and programs of the FDOT, Osceola County, the Osceola County Expressway Authority, MetroPlan Orlando, Orange County, the Central Florida Expressway Authority, LYNX, and the East Central Florida Regional Planning Council to maintain compatibility with the City's vision for future development as outlined in the Comprehensive Plan and to ensure the City's Comprehensive Plan is consistent with regional plans.

OBJECTIVE 2.1.7: PROGRAMMING MULTIMODAL TRANSPORTATION IMPROVEMENTS

The City shall develop and maintain an implementation program for multimodal transportation infrastructure and services within the City of Kissimmee and surrounding areas with available financial resources.

POLICY 2.1.7.1: IMPROVEMENT PROGRAM.

The City of Kissimmee shall annually update the Five Year Capital Program in conjunction with FDOT's Five Year Work Program and MetroPlan Orlando's Transportation Improvement Program Update. Transportation projects programmed by Osceola County, FDOT, Central Florida Expressway Authority, MetroPlan Orlando, and LYNX will be identified. Top priority mobility projects shall be incorporated in the Five Year Schedule of Capital Improvements and annual budget accordingly.

POLICY 2.1.7.2: FUNDING SOURCES.

Funding sources for transportation projects shall be reviewed annually with available funding projected for future years and allocated to projects in accordance with the Comprehensive Plan, Five-Year Schedule of Capital Improvements, and annual budget. New funding sources for City transportation projects including but not limited to, taxing strategies, special bonding, and utility assessments, shall be explored. The mobility fee structure shall continue to be maintained to address multimodal operations throughout the City.

GOAL 2.2: COMPLEMENTARY LAND USE & URBAN FORM

Provide a multimodal friendly community for residents of, workers in, and visitors to the City of Kissimmee that enhances connections between land uses and creates a sustainable urban form.

OBJECTIVE 2.2.1: LINKING LAND USE AND TRANSPORTATION

The City shall work to integrate bicycle, pedestrian, and transit facility improvements into site developments and roadway projects in the City of Kissimmee to better connect land uses with multiple modes of transportation.

POLICY 2.2.1.1: ENCOURAGE BICYCLE AND PEDESTRIAN FRIENDLY DESIGN.

The City shall continue to promote walking and the use of bicycles by encouraging bicycle and pedestrian-friendly design in new developments, including redevelopment projects to the extent feasible, and the provision of support facilities such as benches, bicycle facilities, bicycle lockers, and showers.

POLICY 2.2.1.2: PRESERVATION OF EXISTING STREET CONNECTIVITY.

The City shall ensure that street connectivity is not lost over time by prohibiting street vacations for public and private development uses. In cases of true hardship, street vacations will be permitted only when the proposed new development will provide new street connection elsewhere that will result in no loss of street connectivity City-wide.

OBJECTIVE 2.2.2: LINKING HOUSING AND TRANSPORTATION

The City of Kissimmee shall continue to encourage multiple modes of transportation to and from residential land uses by enhancing mobility in communities and improving accessibility to uses and services.

POLICY 2.2.2.1: TRANSIT AND DENSITY.

The City shall continue to encourage land uses that support transit as established in the Future Land Use Element.

POLICY 2.2.2.2: ENCOURAGE LAND USE DEVELOPMENT PATTERNS THAT SUPPORT MULTIPLE MODES OF TRANSPORTATION.

The City shall continue to support mixed-use development and redevelopment options in the MMTD by encouraging relevant policies in the Future Land Use Element.

POLICY 2.2.2.3: DENSITY SUPPORT.

Transportation infrastructure and services shall support residential, non-residential, and mixed use land uses.

OBJECTIVE 2.2.3: PRESERVING MOBILITY ON A STREETS.

The City shall preserve mobility on A-Streets for all modes of transportation including vehicles, transit, as well as non-motorized forms of transportation.

POLICY 2.2.3.1: ACCESS MANAGEMENT.

The City of Kissimmee shall continue to follow access management guidance as established in the Administrative Rule 14-97 section of the FDOT Access Management Handbook, and the Access Management section of this Transportation Element.

OBJECTIVE 2.2.4: PRESERVATION OF RIGHT-OF-WAY TO IMPLEMENT MULTIMODAL NETWORK

The City of Kissimmee shall continue to protect existing and future right-of-way needs by requiring all proposed developments to reserve or dedicate right-of-way to maintain an interconnected roadway system for multiple modes of transportation.

POLICY 2.2.4.1: TRAFFIC CIRCULATION MAP.

The City of Kissimmee hereby adopts the City of Kissimmee 2040 Number of Lanes Map as the future roadway network map. The Existing Roadway Classification Map shall establish the functional classification of the roadways within the City.

POLICY 2.2.4.2: STANDARDS OF FUTURE ROAD RIGHT-OF-WAY ACQUISITION.

The City of Kissimmee hereby maintains the minimum standards for road right-of way (ROW) as identified in the ROW Reservation Map. Right-of-way width may vary on existing roadways in accordance with a completed right-of-way needs assessment.

POLICY 2.2.4.3: MANDATORY RIGHT-OF-WAY DEDICATION/TRANSPORTATION FEES.

The City of Kissimmee shall maintain a program for mandatory dedication of right-of-way and implementation of transportation mobility fees. As a condition of development approval associated with plats, replats, planned unit developments, or site plans, ROW or mobility fees shall be provided to improve the multimodal network. The purpose and intent of such

a program shall be to assure that: 1) adequate rights-of-way and necessary improvements are dedicated and developed concurrent with the impacts of new development, and 2) the cost of such improvements shall be borne by the developer generating the need for the facilities.

POLICY 2.2.4.4: PEDESTRIAN AND BICYCLE WAYS – NEW CONSTRUCTION.

Sidewalks, bicycle lanes and/or shared-use paths shall be required on both sides of the street with the dedicated non-pavement, right-of-way within the City boundaries for any new road construction, road widening, or resurfacing, unless a suitable alternative can be provided.

POLICY 2.2.4.5: PEDESTRIAN AND BICYCLE WAYS – EXISTING ROADWAYS

The City shall continue to prioritize projects that install sidewalks, accommodate bicycle facilities, and shared-use paths within the non-pavement right-of-way portions of existing collectors and higher classified roadways within the MMTD and within two miles of schools. The City shall continue to preserve existing bicycle facilities and/or shared use paths whenever a roadway is scheduled for widening.

POLICY 2.2.4.6: PEDESTRIAN AND BICYCLE WAYS – GAP INFILL

The City shall continue to prioritize projects that fill in gaps in sidewalks, bicycle lanes, and/or shared use paths where the facilities are not continuous on existing roadways.

GOAL 2.3: ECONOMY AND ENVIRONMENT

Plan and provide for an energy efficient multimodal transportation network that corresponds to and supports the City's vision for its future by addressing infrastructure, providing travel options, and promoting infill and/or targeted development areas.

OBJECTIVE 2.3.1: GREEN INFRASTRUCTURE – NEW MULTIMODAL FACILITIES CONSTRUCTION

The City shall continue to require all new multimodal facilities to incorporate green infrastructure where physically and financially feasible.

POLICY 2.3.1.1: GREEN INFRASTRUCTURE DESIGN.

The City shall promote site planning and design for multimodal facilities which utilize an energy efficient design as established in the Conservation Element.

OBJECTIVE 2.3.2: COMMUNITY INFRASTRUCTURE TO ENABLE COMPACT DEVELOPMENT PATTERNS

The City shall continue to pursue compact development patterns that are designed to encourage pedestrian, bicycle, and transit travel throughout the community as established in the Future Land Use Element.

POLICY 2.3.2.1: COMPACT DEVELOPMENTS.

Developments within the City shall emphasize human-scaled development as established in the Future Land Use Element. Strategies to promote human-scale development may include smaller block sizes, mixed use land uses, and higher densities. Additionally, development patterns should be supportive of premium transit service (i.e. bus rapid transit, bus circulators, and connections to commuter rail).

POLICY 2.3.2.2: INTEGRATE TRANSIT IMPROVEMENTS INTO SITE DEVELOPMENTS AND ROADWAY PROJECTS.

The City shall identify appropriate transit facility improvements, such as passenger waiting area pads, shelter pads, and bus turnout bays to be incorporated into site development and roadway projects, and provide appropriate standards for site/civil engineers to design such improvements.

OBJECTIVE 2.3.3: ESTABLISH TRANSPORTATION DEMAND MANAGEMENT PROGRAMS TO ENHANCE TRAVEL OPTIONS

The City shall coordinate with Central Florida Regional Transportation Authority (LYNX) to develop Transportation Demand Management Programs that identify potential strategies to be applied by the public and private sectors to reduce auto travel in the City, and promote transit usage or travel by non-motorized means.

POLICY 2.3.3.1: COMMUNITY MARKETING PROGRAM.

The City should continue to coordinate with the Central Florida Regional Transportation Authority (LYNX) to design and implement a marketing and community relations program aimed at increasing transit usage or travel by non-motorized means by residents of the City.

POLICY 2.3.3.2: REGIONAL TRANSPORTATION MANAGEMENT.

The City of Kissimmee shall continue to work in coordination with MetroPlan Orlando and associated counties to develop one Transportation Management Center network to cohesively manage travel in the region.

OBJECTIVE 2.3.4: ECONOMIC ADVANTAGE FOR INFILL AND TARGETED DEVELOPMENT AREAS.

The City of Kissimmee shall promote infill and targeted development areas in the ~~city~~ City to encourage development that is supportive of the City's multimodal environment.

POLICY 2.3.4.1: TARGETED INDUSTRIES.

The City of Kissimmee shall encourage companies listed in their targeted industries categories per Policy 10.2.1.1 to locate within the City.

POLICY 2.3.4.2: ACTIVITY CENTERS.

The City shall encourage development in key activity centers per Policies 10.2.2.1 – 10.2.2.4.

POLICY 2.3.4.3: MULTIMODAL TRANSPORTATION INFRASTRUCTURE.

Multimodal transportation infrastructure shall be implemented where necessary to support economic development per Policies 10.3.1.1 – 10.3.1.3.

GOAL 2.4: AVIATION

Continue to maintain a safe and economically viable airport in the city.

OBJECTIVE 2.4.1: COMPATIBILITY WITH PLANNING DOCUMENTS AND LAND USE STANDARDS TO PRESERVE AIRPORT FACILITIES

The City shall continue to maintain land use standards to address protection of the Kissimmee Gateway Airport from encroachment of incompatible land uses and assure that any expansion of the Kissimmee Gateway Airport or airport related uses are compatible with the City Comprehensive Plan, the Kissimmee Gateway Airport Master Plan, and the Kissimmee Gateway Airport Economic Development Study. The City shall make the most efficient use of their authority by cooperating with other localities through interlocal agreements related to airport regulations and surrounding land use compatibility.

POLICY 2.4.1.1: EVALUATE SURROUNDING LAND USES.

The City shall continue to review all proposed development applications to ensure the development is appropriate given the distance from and proximity to the airport. The City shall periodically evaluate its Kissimmee Gateway Airport Economic Development Study for compliance with state statutes.

POLICY 2.4.1.2: CONSISTENCY OF IMPROVEMENTS WITH OTHER PLANS.

The City shall continue to support airport improvement proposals that are consistent with the City's Comprehensive Plan and the Kissimmee Gateway Airport Master Plan.

OBJECTIVE 2.4.2: ADEQUATE TRANSPORTATION AND UTILITY CONNECTIONS

The City shall provide adequate transportation and utility connections to meet the airport's future needs.

POLICY 2.4.2.1: COORDINATION WITH TRANSPORTATION ELEMENT OF CITY COMPREHENSIVE PLAN.

Improvements to the roadway, pedestrian, bicycle, and transit networks needed to improve access to Kissimmee Gateway Airport shall be consistent with the Airport Master Plan and included in the City's Comprehensive Plan.

POLICY 2.4.2.2: COORDINATE WITH LYNX FOR REGIONAL TRANSIT ACCESS.

The City shall continue to coordinate with LYNX and other relevant governmental agencies to provide transit access to the Kissimmee Gateway Airport that meets the needs of employees, residents, and visitors.

POLICY 2.4.2.3: COORDINATE UTILITY IMPROVEMENTS WITH AIRPORT DEVELOPMENT.

Suitable water, wastewater, and other utility improvements shall be provided in conjunction with airport development.

GOAL: 2.5: FREIGHT RAIL AND PIPELINE FACILITIES

Continue to manage freight rail and pipeline facilities in a manner, which promotes the best interests of the city's residents, businesses, and visitors.

OBJECTIVE 2.5.1: ADJUST FREIGHT RAIL SERVICE

The City shall continue to promote efforts to make adjustments to freight rail operations in the Kissimmee area, by providing for safer operations, improving service to local businesses, and using the existing mainline corridor primarily for future passenger rail service.

POLICY 2.5.1.1: REALIGN FREIGHT SERVICE.

The City shall continue to maintain the dual supporting services of FDOT freight operations to areas with a greater potential to benefit from freight services and shall support the utilization of rail facilities for passenger service and local freight service.

POLICY 2.5.1.2: PROVIDE SAFE RAILROAD/HIGHWAY GRADE CROSSINGS.

The City will continue to coordinate with FDOT to identify railroad/highway grade crossings in the City in need of improvement, particularly increased crossing protection. Any opportunities for closed and new crossings will also be identified. Additionally, the City of Kissimmee shall require “quiet zones” per the Florida Railroad Administration Train Horn Rule where deemed necessary, appropriate and financially feasible.

OBJECTIVE 2.5.2: PIPELINE FACILITIES

New pipeline facilities shall be developed and maintained through Kissimmee in the most cost-effective and safe manner, with minimal disruption to neighborhoods, businesses, the environment, and in a manner that is aesthetically pleasing.

POLICY 2.5.2.1: CONSOLIDATION OF FACILITIES.

The City shall encourage the development of new, underground pipeline facilities in existing pipeline corridors, with these facilities suitably protected from adjacent land uses.

POLICY 2.5.2.2: PROTECT PIPELINE CORRIDORS.

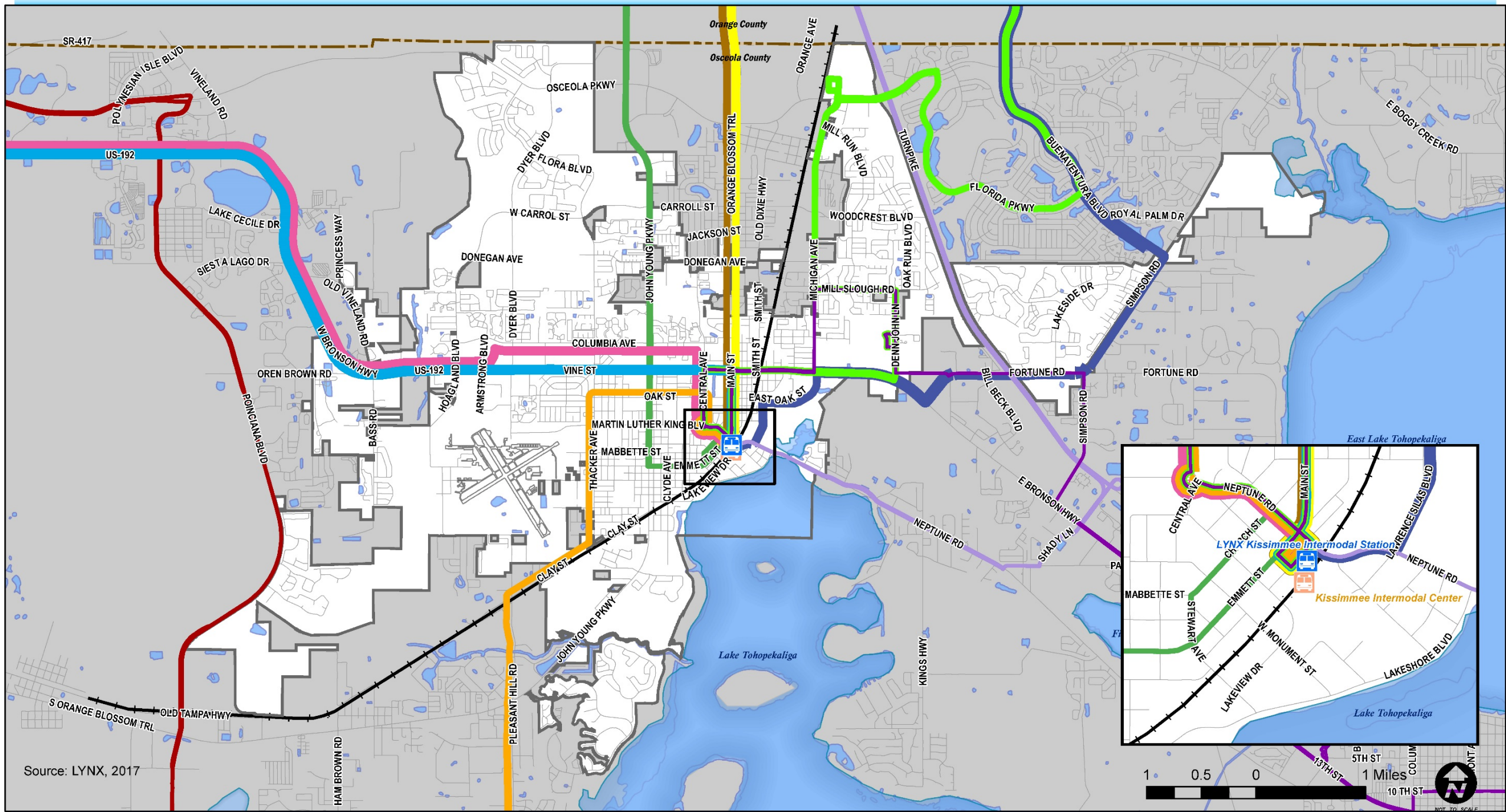
The City shall protect pipeline facilities from the encroachment of new incompatible land uses through implementation of the Future Land Use Element.

MAPS

- Existing Public Transportation
- Existing and 2040 Pedestrian and Bicycle Facilities
- 2040 Street Types
- Existing Roadway Classification
- Existing Number of Lanes
- 2040 Right of Way Reservation
- Existing Evacuation Routes
- Strategic Intermodal System Facilities
- Existing Level of Service
- 2040 Public Transportation
- 2040 Level of Service
- 2040 Number of Lanes

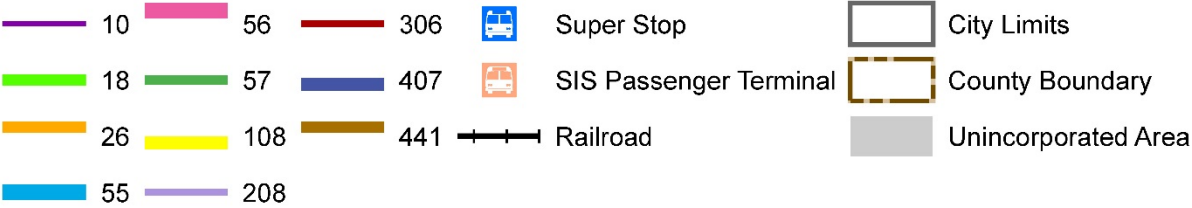
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Figure 2-12: Existing Public Transportation



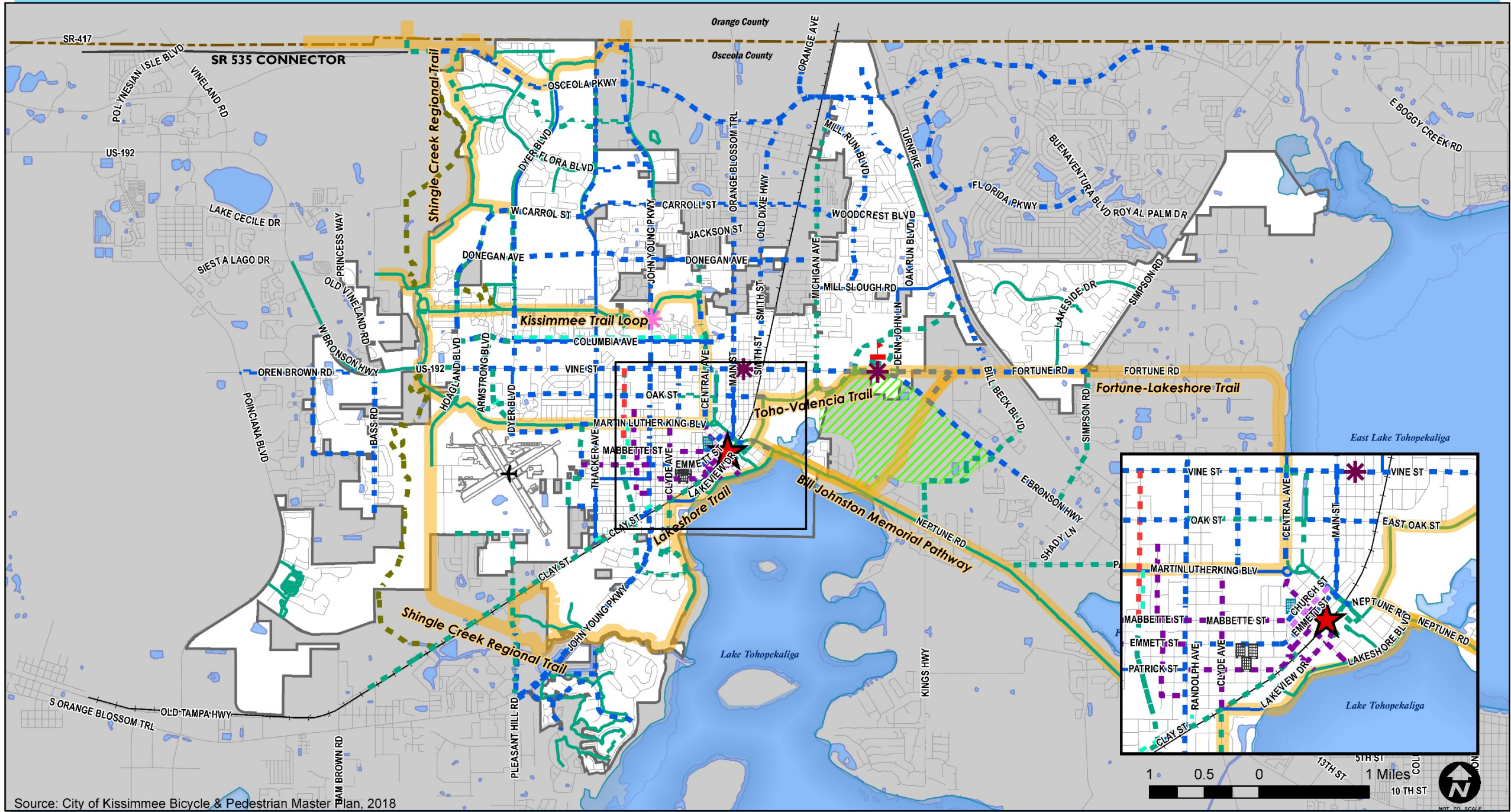
Source: LYNX, 2017

2016 LYNX Bus Network



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Figure 2-13: Existing and 2040 Pedestrian and Bicycle Facilities

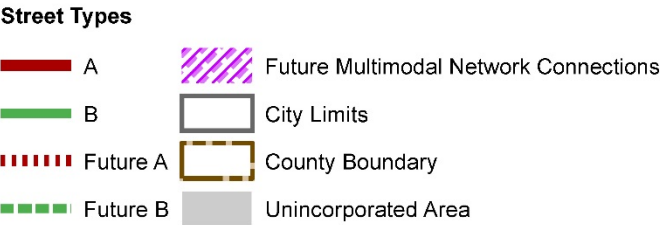
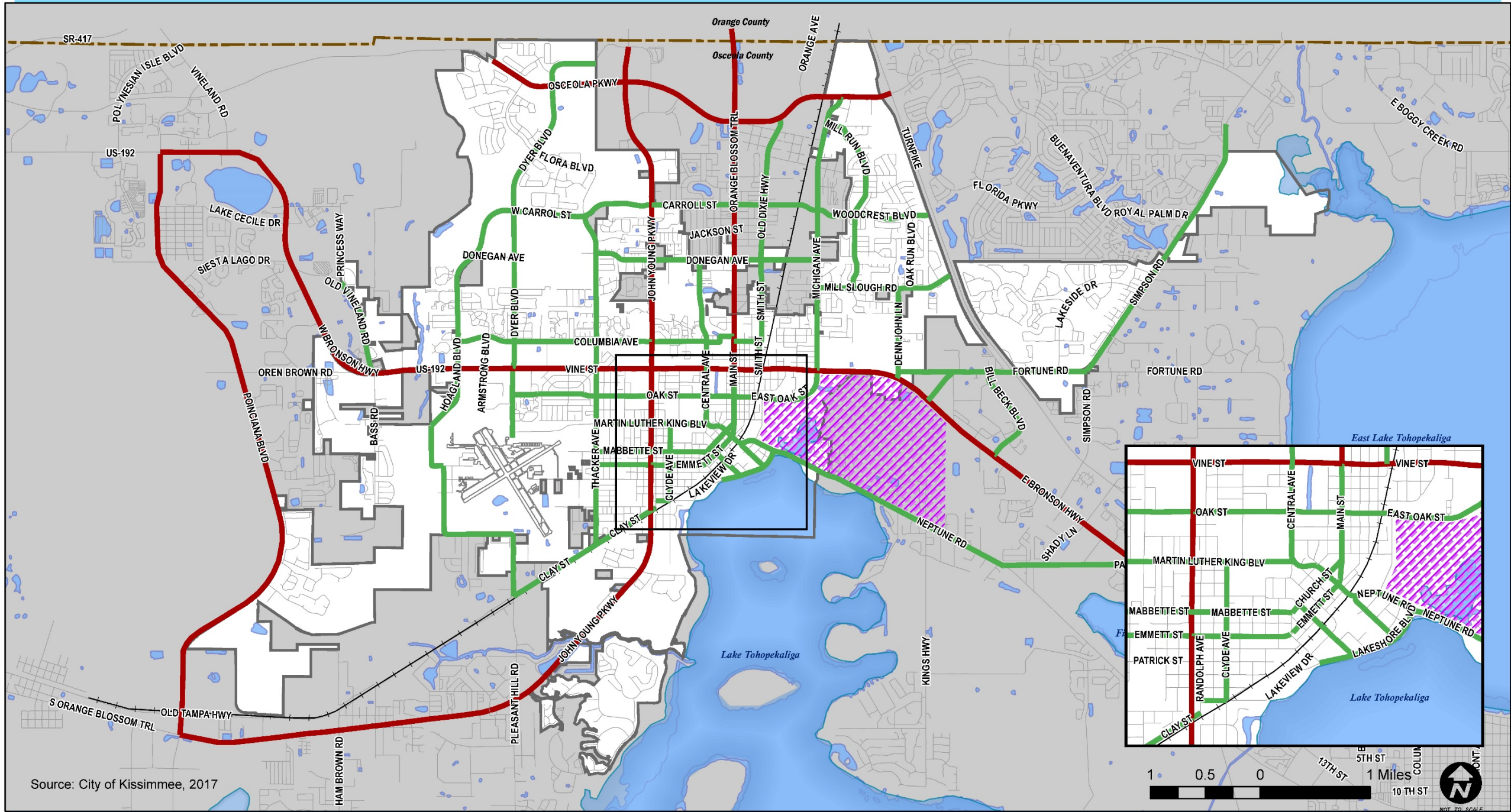


- | | | | | | |
|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|---------------------|
| Existing Facilities | Proposed Facilities | Nature Trail | Toho-Tech Trail Network | Kissimmee Intermodal Station | City Hall |
| On Street | City Hall Healthy Trail | On Street | Regional Trail Links | Kissimmee Gateway Airport | City Limits |
| Off Street | SR 535 Connector | Sharrows | Existing Pedestrian Bridge | Valencia College | County Boundary |
| Alleyways | Off Street | Proposed Pedestrian Bridge | | County Admin/Courthouse | Unincorporated Area |
| Bicycle Boulevard | Sidewalks | | | | |



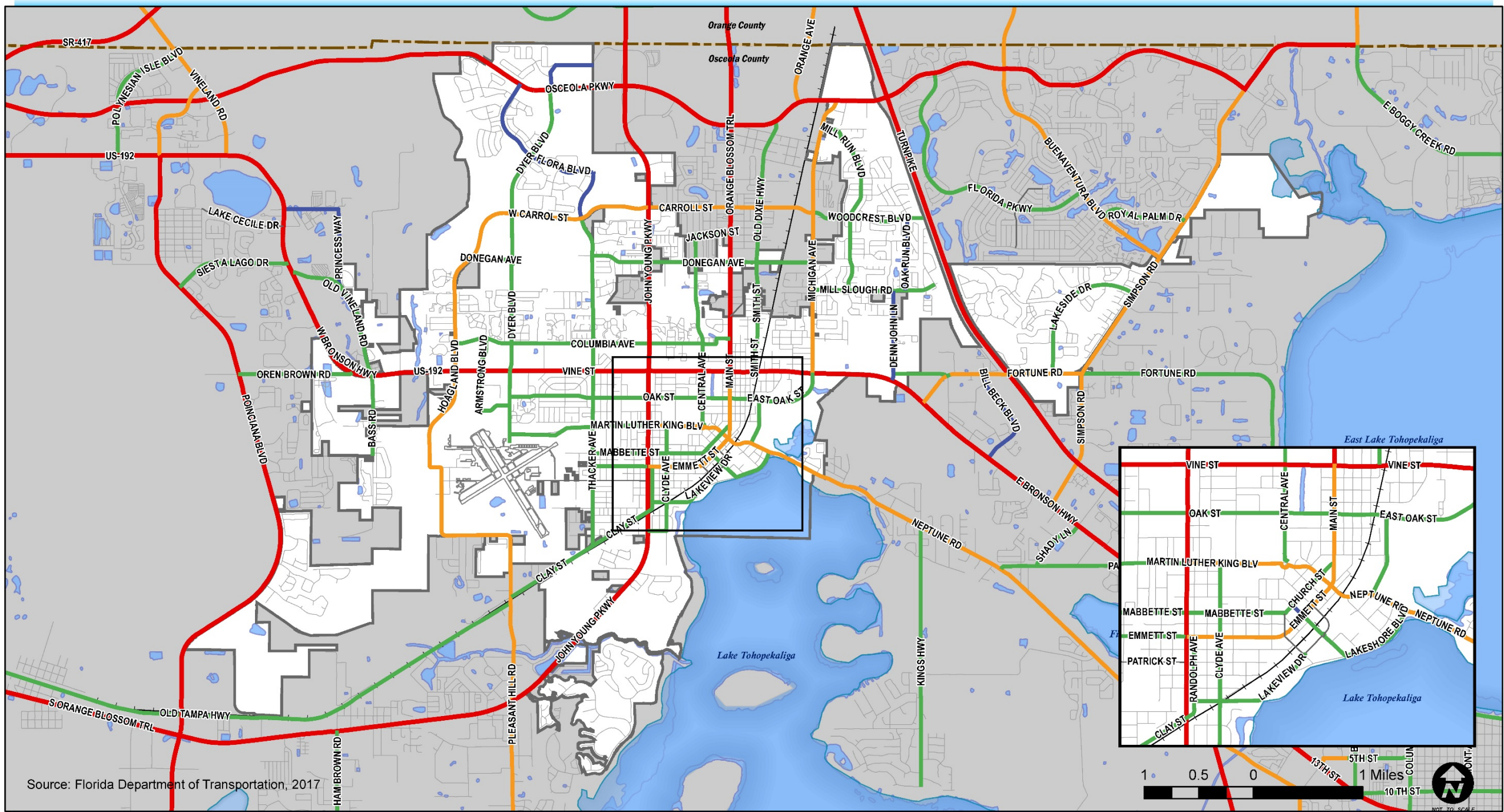
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Figure 2-14: 2040 Street Types



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Figure 2-15: Existing Roadway Classification

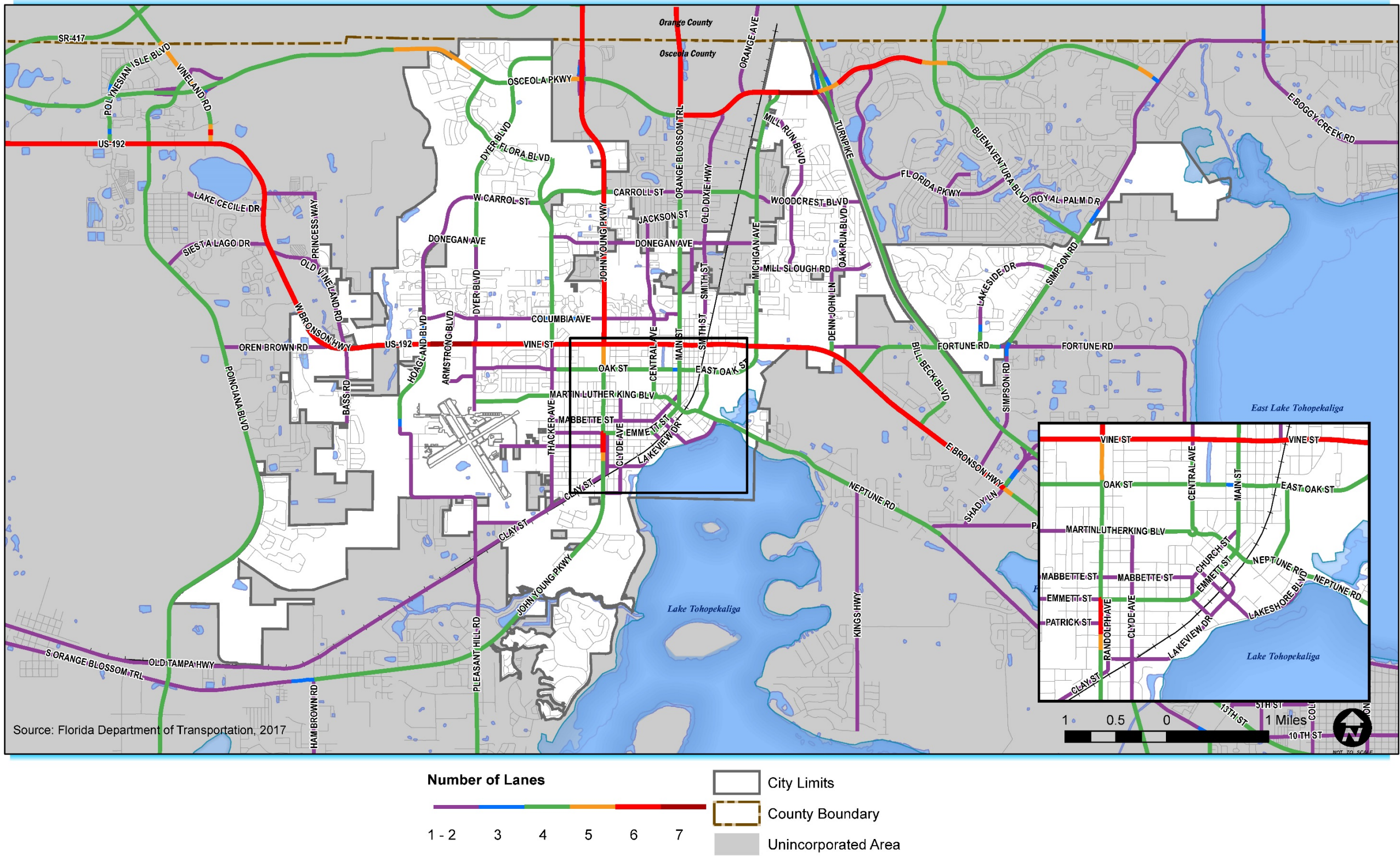


- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local Road
- City Limits
- County Boundary
- Unincorporated Area



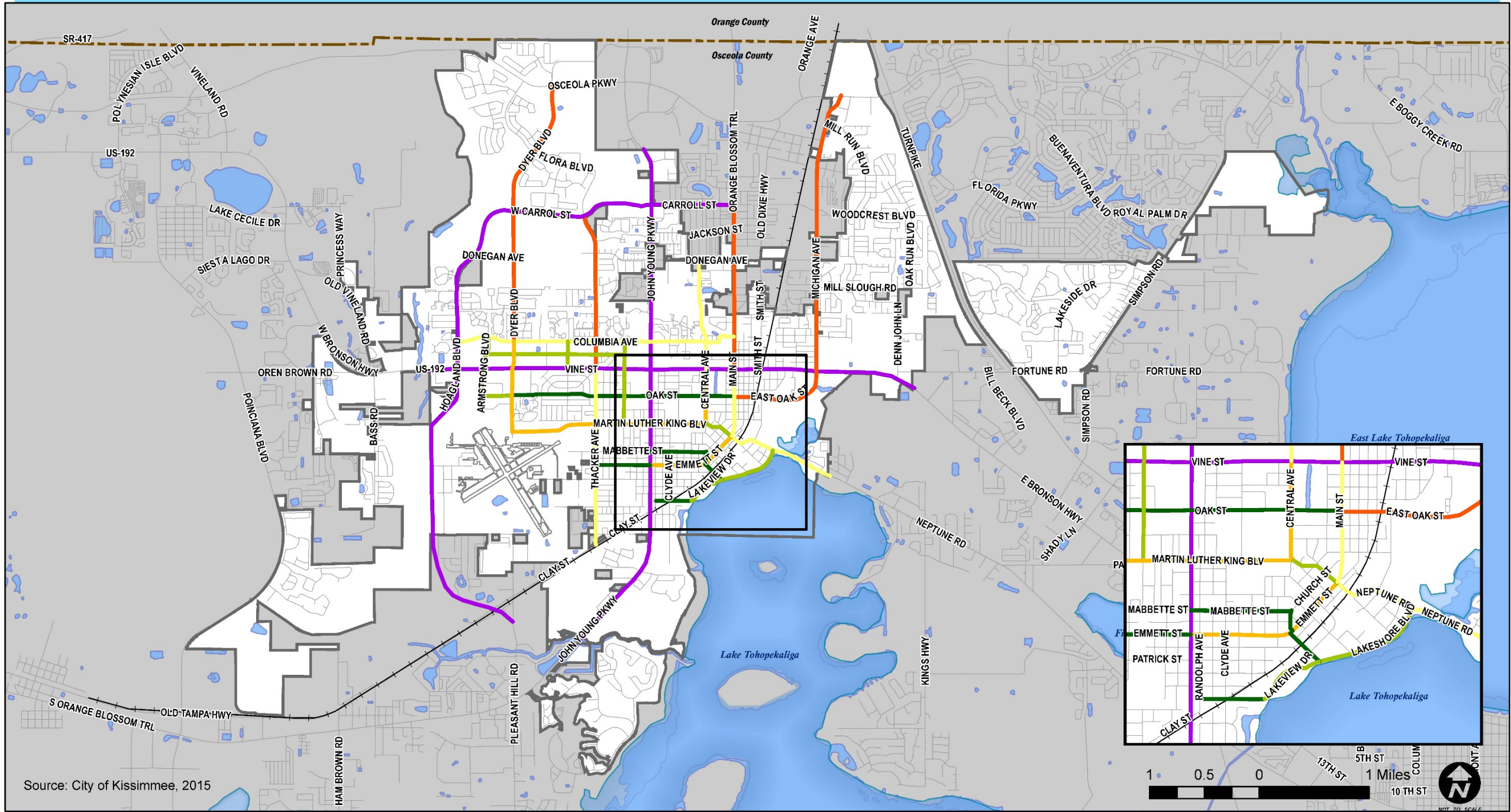
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Figure 2-16: Existing Number of Lanes



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Figure 2-17: 2040 Right of Way Reservation



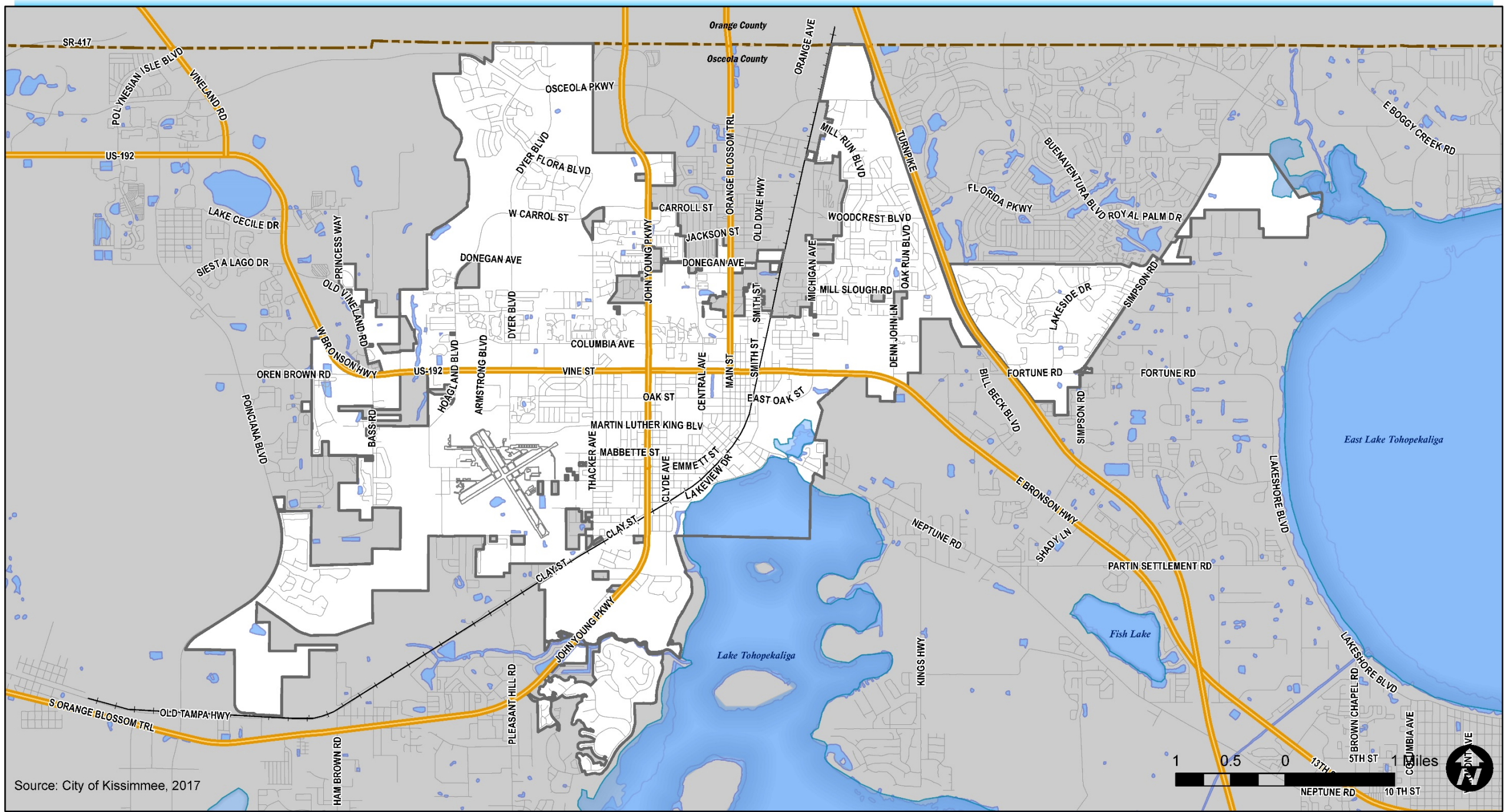
Right of Way Reservation

50'; 60'	90'	City Limits
70'	100'	County Boundary
80'	+100'	Unincorporated Area



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Figure 2-18: Existing Evacuation Routes



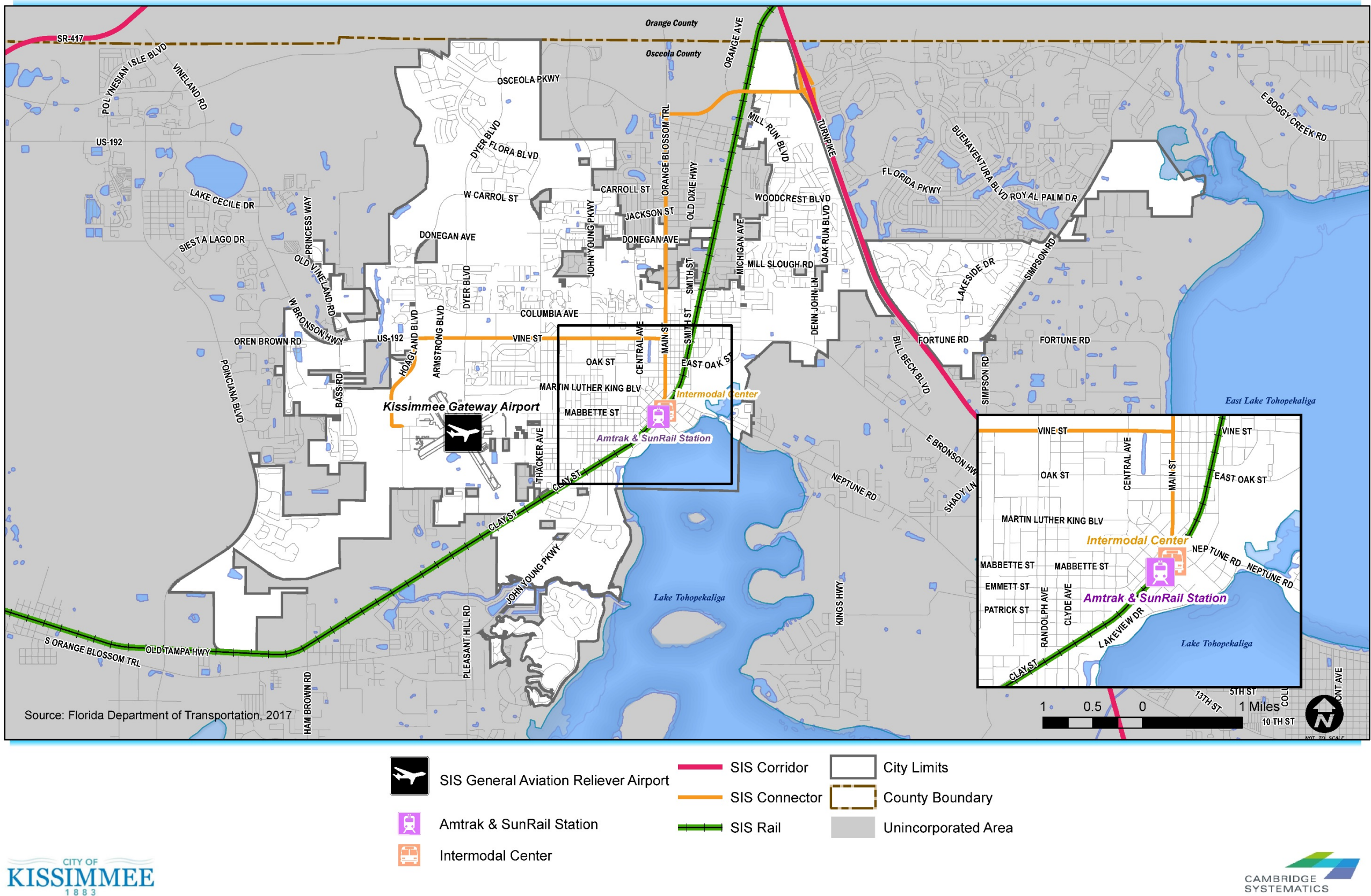
Source: City of Kissimmee, 2017

- Evacuation Routes
- City Limits
- County Boundary
- Unincorporated Area



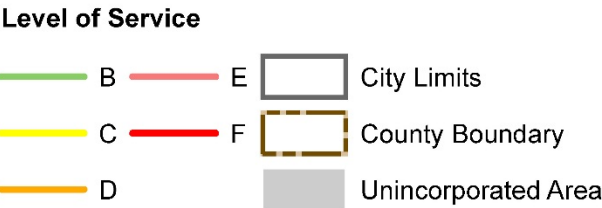
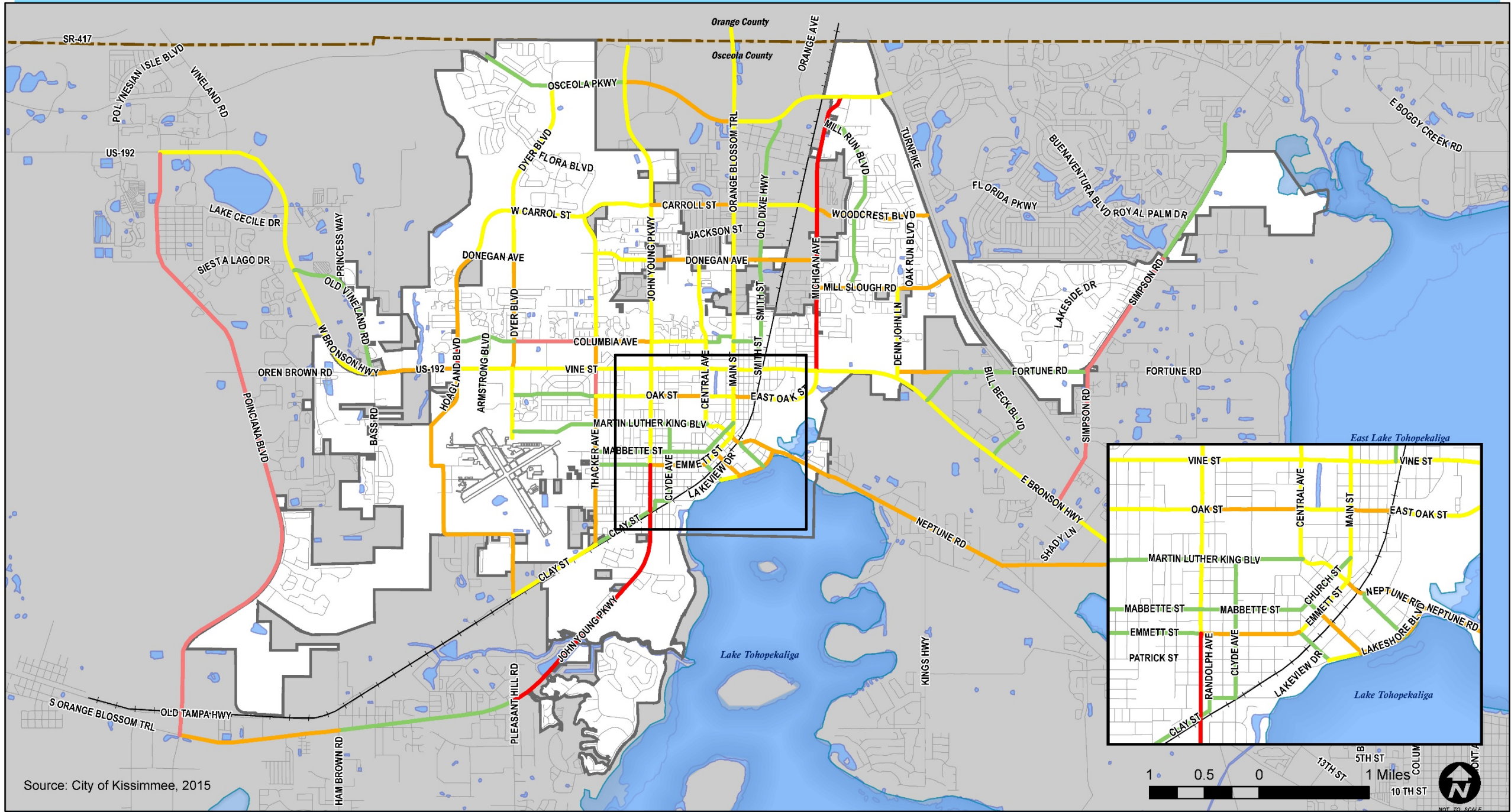
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Figure 2-19: Strategic Intermodal System Facilities



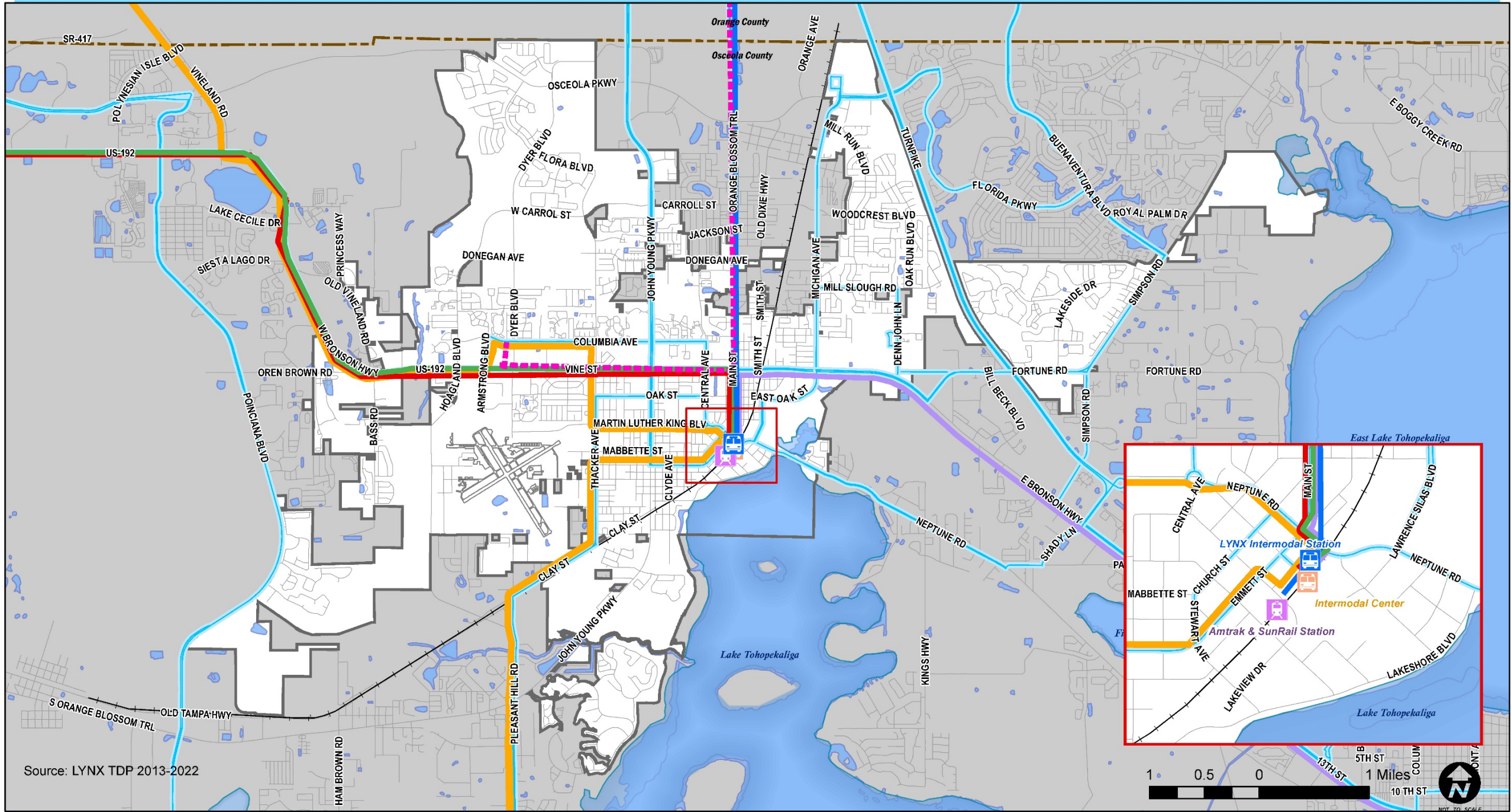
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Figure 2-20: Existing Level of Service



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Figure 2-21: 2040 Public Transportation



Source: LYNX TDP 2013-2022

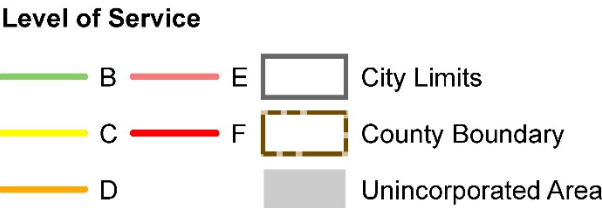
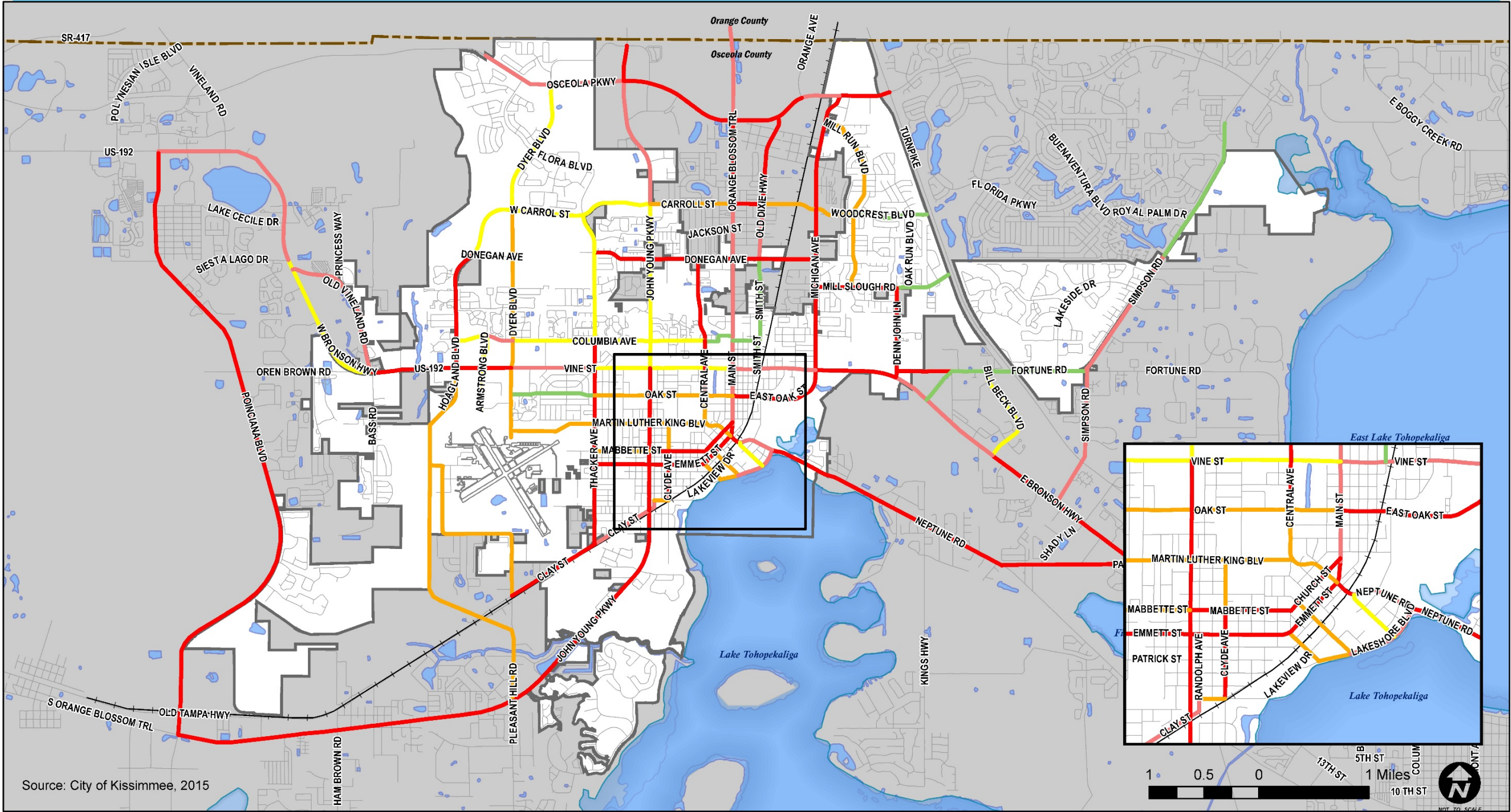
Future LYNX Bus Network

- | | | | |
|--|---|---|---|
|  Lynx Intermodal Station |  BRT, Florida Mall to Kissimmee |  Express, Kissimmee to St Cloud |  City Limits |
|  Amtrak & SunRail Station |  Express, S. Orange Ave./Florida Mall |  Express, Lake County to Kissimmee BRT |  County Boundary |
|  Intermodal Center |  Express, Disney to Kissimmee FastLink |  Fixed, Pleasant Hill Rd. /Poinciana |  Unincorporated Area |
| |  Existing LYNX Bus Network | | |



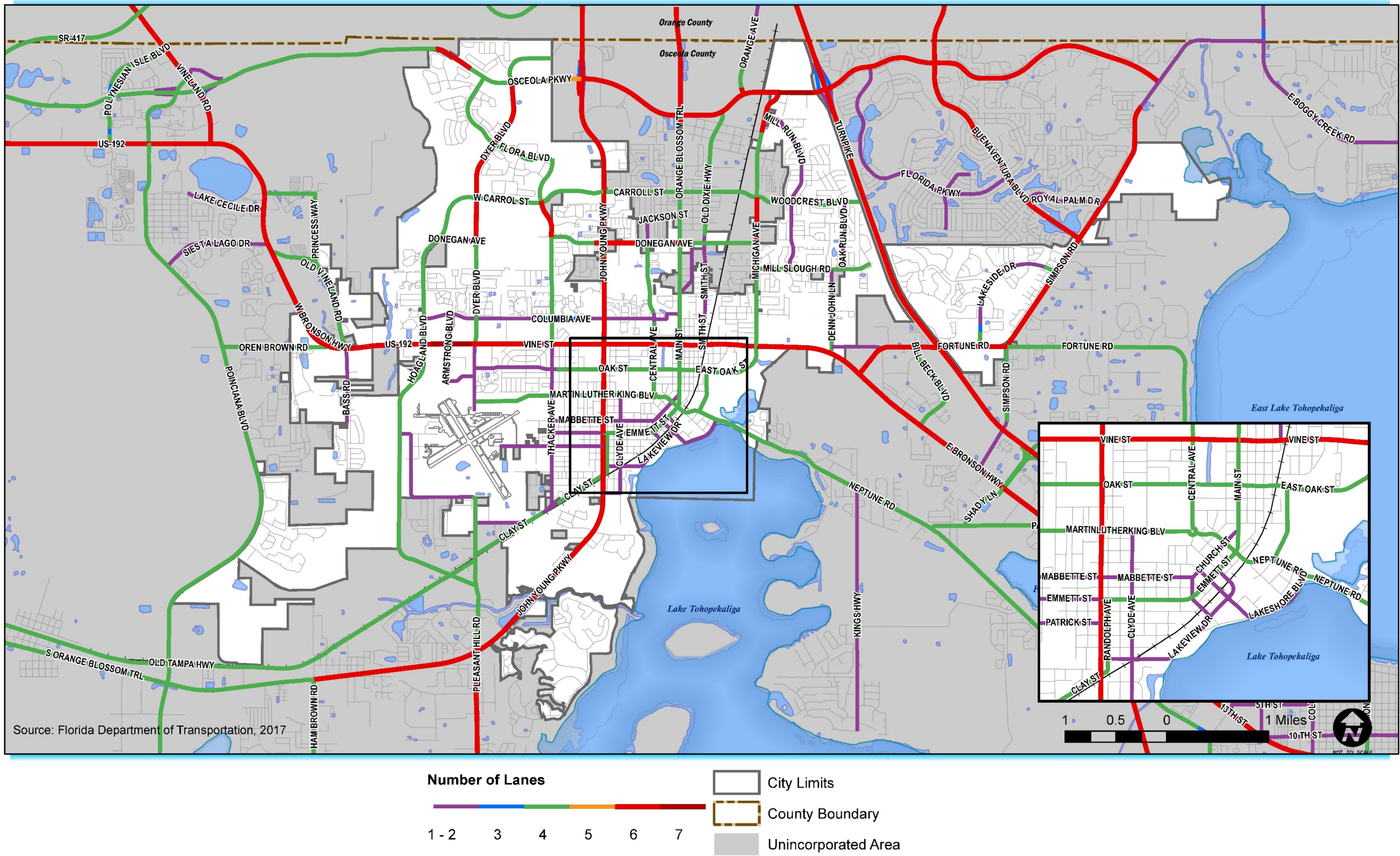
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Figure 2-22: 2040 Level of Service



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Figure 2-23: 2040 Number of Lanes



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8 CAPITAL IMPROVEMENTS

GOALS, OBJECTIVES, AND POLICIES

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Kissimmee 2040 Comprehensive Plan

Capital Improvements Goals, Objectives, and Policies

prepared for

City of Kissimmee

prepared by

Cambridge Systematics, Inc.
2101 West Commercial Boulevard, Suite 3200
Fort Lauderdale, FL 33309

date

**Adopted November 20, 2018; DRC#18-057; DEO#18-1ER
Amended [to be filled in at a later date]**

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PAGES 36 THROUGH 46 ARE LOCATED IN A SEPARATE DOCUMENT CONTAINING ONLY
THE DATA, INVENTORY, AND ANALYSIS.

GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Capital Improvements Element pursuant to §163.3177(5)(c), Florida Statutes.

GOAL 8.1 MANAGEMENT OF CAPITAL IMPROVEMENTS.

The City shall undertake actions necessary to adequately provide needed public facilities within the City's jurisdiction in a manner which protects investments and existing facilities, maximizes the use of existing facilities, and promotes orderly compact growth.

OBJECTIVE 8.1.1 RATIONALE FOR CAPITAL IMPROVEMENTS.

Capital improvements will be provided for purposes of correcting existing deficiencies, accommodating desired future growth, and replacing worn-out or obsolete facilities, as indicated in the five-year schedule of improvements contained within this Element.

POLICY 8.1.1.1: INTENT OF CAPITAL IMPROVEMENT ELEMENT.

The City is committed to growth management which incorporates appropriate fiscal management practices and procedures. The City shall consider the use of all legal and equitable fiscal management techniques to achieve delivery of public services and facilities needed by existing and anticipated future populations. The capital improvement program presented herein identifies capital improvements needed by the existing population to satisfy levels of service standards incorporated within this Comprehensive Plan. The City shall consider performance standards as well as legal and equitable fees, where appropriate, to ensure that new developments provide in advance of development a sufficient level of public facilities and services (or fees in lieu thereof) in order to cover the costs of needed facilities and services, the demands for which are specifically attributable to such new development.

The element shall provide a basis for estimating fiscal impacts required by capital improvements included in the Comprehensive Plan. The capital improvements program and budgeting process provides an on-going process for continued planning and review of the City's capital outlays, including their location, timing, estimated cost, relative priority, and potential funding sources. The capital improvement program and budget process is an advisory planning function. Capital outlays are fixed only by the City Commission.

POLICY 8.1.1.2: CAPITAL IMPROVEMENT PROGRAM.

The term "capital improvement" project, as used in the Comprehensive Plan, is defined as a project that is self-contained and that will usually be constructed or purchased as a unit. Capital improvements generally include only those items constructed or purchased that have a useful life extending beyond a ~~ten-year~~ten-year period following their acquisition, and usually involve a cost in excess of \$10,000 or involve the acquisition or disposal of land regardless of cost. Minor recurring annual expense items, including routine maintenance and repairs, are excluded. All projects that are to be financed from bond funds are included. Similarly, preliminary engineering studies for public facilities such as the design improvements to the transportation, water, wastewater, and drainage systems are generally itemized as capital expenditure items due to their significant cost and their impact on the capital improvement program.

The capital improvement program and budget is concerned with the assessment of need, assignment of priorities, and efficient allocation of City's existing and potential fiscal resources for major community improvements or acquisitions over a five to ten year period. The fundamental purposes of the capital programming process are as follows:

- To consolidate and coordinate all the various departmental requests by taxing district with the hope of reducing delays and coordinating individual improvement programs.
- To establish a system of procedures and priorities by which each proposal can be evaluated in terms of public need, long range development plans, and short and long-term fiscal management impacts.
- To schedule future capital outlay projects pursuant to identified needs and priorities.
- To set forth a financing program that identifies potential funding sources, including but not limited to ad valorem taxes/general obligation bonds; user fees/revenue of excise tax bonds; grant programs; equitable contributions or exactions; as well as performance standards and other components which may be used as a fiscal strategy for obtaining needed capital improvements in developing areas.
- To coordinate joint projects involving participation by one or more local governments, as well as regional, state, or federal agencies.

POLICY 8.1.1.3: CAPITAL IMPROVEMENT PROGRAM AND BUDGET AS A PLAN IMPLEMENTATION DEVICE.

The capital improvements program shall be used for achieving orderly urban growth and development. By providing a planned and reasonably reliable schedule of public projects, the capital improvement program and budget shall provide a guide for both public and private capital investment decisions influencing community development patterns. The capital improvement programming and budgeting process is a primary tool for closely coordinating land use planning and fiscal management required to successfully carry out the Comprehensive Plan.

POLICY 8.1.1.4: AVAILABILITY AND SCHEDULING OF CAPITAL IMPROVEMENTS.

The City shall include within the five-year schedule of capital improvements all capital improvements which are identified in any of the respective elements of the City's Comprehensive Plan. Capital improvements with an estimated cost of more than \$10,000 shall be included in the five-year capital budget and annual budget. The budgets shall be prepared by the City Manager and adopted by the City Commission. Also, the capital improvement program and budget process shall be used to plan for needed infrastructure improvements to serve developments for which development orders were issued prior to plan adoption.

POLICY 8.1.1.5: PRIORITIES IN ALLOCATING CAPITAL IMPROVEMENTS.

In allocating priorities for scheduling and funding capital improvements needs, the City shall assign highest priority to capital improvement projects in the five-year schedule of improvements which are designed to correct existing deficiencies.

POLICY 8.1.1.6: CITY MANAGER TO DRAFT AND RANK CAPITAL IMPROVEMENTS PRIORITIES.

The City Manager shall have the authority and responsibility to evaluate and recommend a rank order of priority for each capital improvement which is proposed for inclusion in the five-year schedule of capital improvements. The City Commission shall review and retain its authority to adopt the recommendations of the City Manager with or without modifications in the proposed five-year schedule of improvements.

POLICY 8.1.1.7: CAPITAL IMPROVEMENT PROJECT EVALUATION CRITERIA.

Proposed capital improvement projects shall be evaluated and ranked according to the following priority level guidelines:

1. Level 1: Whether the project is needed to:

- a. Protect public health and safety.
 - b. Fulfill the City's legal commitment to provide facilities and services.
 - c. Preserve or achieve full use of existing facilities.
2. Level 2: Whether the project accomplishes the following:
- a. Increases efficiency of existing facilities.
 - b. Prevents or reduces future improvement costs.
 - c. Provides service to developed areas lacking full service or promotes in-fill development.
3. Level 3: Whether the project:
- a. Represents a logical extension of facilities and services in a manner consistent with Future Land Use Element goals, objectives and policies, including the Future Land Use Map.

OBJECTIVE 8.1.2: FUTURE DEVELOPMENTS TO BEAR COSTS OF THEIR RESPECTIVE INFRASTRUCTURE IMPACTS.

Future development shall bear a proportionate cost for facility improvements necessitated by the development in order to maintain adopted levels of service (LOS) standards.

POLICY 8.1.2.1: FUNDING TRANSPORTATION IMPACTS GENERATED BY NEW DEVELOPMENT.

The City shall maintain the mobility fee program to address the improvement of all modes of transportation, including pedestrian, cycling, transit, and roadway improvements throughout the City. The funding mechanism used by the City shall base the fees on a proportionate share funding methodology to ensure that required mitigation is proportionate to the development's transportation impact, and will be used to finance multimodal projects that will allow the City to achieve the quality of service standards indicated in the Transportation Element.

POLICY 8.1.2.2: RECREATION IMPACT FEES.

The City shall continue to enforce the City's recreation impact fee which shall require that new development pay pro-rata for recreational land and facility needs generated by the respective developments.

POLICY 8.1.2.3: FUNDING WATER AND WASTEWATER IMPACTS GENERATED BY NEW DEVELOPMENT.

The Toho Water Authority assesses new development for water and wastewater facility improvements necessitated by the respective development. The land development regulations shall incorporate performance criteria assuring that all new development provide water and wastewater improvements meeting adopted levels of service standards.

POLICY 8.1.2.4: FUNDING STORMWATER MANAGEMENT IMPROVEMENTS.

The City shall continue to require new development to pay its fair share of the costs associated with stormwater management for their development, whether through the installation of improvements or other means. However, development in the following described downtown area may be exempted from this requirement:

All of Blocks 10 through 14, Blocks 17 through 21 and Block 26 and the abutting streets, avenues and alleys thereof, according to the South Florida Railroad Company's Plat of the Town of Kissimmee City, Osceola County, Florida. Also Lot 4 of Block A, and all of Lots 2 and 3 of Block I of W.A. Patrick's Addition to Kissimmee City, Osceola County, Florida, and all of Johnston's and Prevatt's Subdivisions of Lots 1 and 4 of Block I of said W.A. Patrick's Addition, and abutting streets, avenues and alleys thereto.

OBJECTIVE 8.1.3: FISCAL RESOURCE MANAGEMENT.

The City shall manage fiscal resources to ensure provisions of needed capital improvements for previously issued development orders and for future development and redevelopment.

POLICY 8.1.3.1: AVAILABILITY OF ADEQUATE PUBLIC FACILITIES.

The City shall include an adequate facilities requirement as part of the land development regulations.

The adequate facilities ordinance shall mandate that future applications for development shall comply with the levels of services for the water and wastewater systems, solid waste system, stormwater management, recreation, and the transportation systems. Prior to issuing a building permit the City shall render a finding that the proposed development shall be served with each of the above cited facilities with a level of service at least equal to the level of service stipulated in Policy 8.1.4.1 of this element.

POLICY 8.1.3.2: LIMITATION ON INDEBTEDNESS.

In providing general fund capital improvements, the City shall limit the maximum of outstanding general obligation indebtedness to no greater than (20%) percent of the property tax base. The City shall also restrict the issuance of revenue bonds to 1.25 times the revenue bond debt.

POLICY 8.1.3.3: CAPITAL IMPROVEMENTS PROGRAM.

The City shall prepare and adopt a five-year capital budget and annual budget as part of its budgeting process.

POLICY 8.1.3.4: FISCAL COORDINATION.

The City shall coordinate with Osceola County, and the City of St. Cloud to develop a financially feasible work program as provided in local ordinances.

POLICY 8.1.3.5: FUNDING EXISTING TRANSPORTATION SYSTEM DEFICIENCIES.

Road improvements required to correct existing deficiencies in current levels of service are identified in the *Existing Quality Level of Service Mapmap* in the Transportation Element. Pedestrian, bicycle, and transit improvements required to meet adopted Multimodal Quality of Service Standards ~~within the Multimodal Transportation District are identified in the Transportation Element of the Comprehensive Plan and in the Data Inventory and Analysis. stipulated in Policy 8.1.4.1 of the Element.~~ The City shall consider financing these improvements through:

- tax increment financing;
- special assessments;
- local option gas tax;
- revenue sharing funds;
- ~~community Community development Development block Block grant Grant funds;~~
- other measures which may be made available in the future through State and federal categorical grants; or
- all other available techniques.

POLICY 8.1.3.6: FUNDING EXISTING STORMWATER MANAGEMENT SYSTEM DEFICIENCIES.

Existing deficiencies in the stormwater management system shall be alleviated by scheduled improvements funded through the sales tax funds or other revenues.

POLICY 8.1.3.7: GRANTSMANSHIP.

The City shall pursue available grants such as the Community Development Block Grant Fund; public facility revolving loan programs administered through the Department of Environmental Protection; the Florida Forever property acquisition program; and other public or private grantsmanship programs in order to finance the provisions of needed capital improvements.

OBJECTIVE 8.1.4: MANAGEMENT OF DEVELOPMENT ORDERS AND PERMITS.

Decisions regarding the issuance of development orders, building permits, certificates of occupancy, and other applicable permits shall be consistent with goals, objectives, and policies of the respective Comprehensive Plan elements, the City's adopted Land Development Code, the requirements for adequate public facilities meeting stated levels of service criteria.

POLICY 8.1.4.1: LEVEL OF SERVICE STANDARDS.

The City shall use the following LOS standards in reviewing the impacts of new development and redevelopment upon public facilities.

1. Potable Water and Wastewater Consumption and Generation Rates are provided as the established LOS for these public facilities and are reflected below.

Table 8-1: LOS Potable Water and Wastewater

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
Commercial		
Minimum commercial	300	300
Barbershops and beauty shops (per work station)	100	100
Dentist offices (includes orthodontists and oral surgeons)	250	250
Per doctor/dentist or hygienist if no dentist present (dental office utilizing water conservation system)	250	250
Per nurse/technician/administrative	20	20
Lab and testing areas per square foot	0.2	0.2
Doctor Office (Includes Medical Clinics)		
Per doctor	250	250
Per nurse/technician/administrative	20	20
Lab and testing areas per square foot	0.2	0.2
Food Service Operations		
(1) Ordinary restaurant (per seat)		
(a) 3 meal periods/day	30	30
(b) 2 meal periods/day	25	25
(c) 1 meal period/day	15	15
(2) Restaurant- freeway, highway commercial or tourist commercial type zoning (per seat)		
(a) 3 meal periods/day	50	50
(b) 2 meal periods/day	30	30
(c) 1 meal period/day	20	20
(3) Franchise fast food restaurants (per seat) (exclusive of fried chicken franchises)	30	30
(4) Franchise fried chicken eat-in/take-out (per seat)	40	40
(5) 24-hour restaurant (per seat added to (1)-(4))	10	10
(6) Sandwich shop (combination dine-in/carry-out) (excludes fried and grilled foods) Same as ordinary restaurant	Same as ordinary restaurant	
(7) Pizza carry-out/delivery (only) (excludes restaurants with seating)	300	300
(8) Bar and cocktail lounge (per seat)	10	10
(9) Drive-in restaurant (per space)	10	10
(10) Carry-out or drive thru restaurant service (excludes restaurants with seating)		
(a) Minimum	300	300
(b) Per square foot	0.5	0.5
As addition to ordinary restaurant (per square foot)	0.5	0.5

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
(11) Dinner theater per seat per show (exclusive of any ancillary services such as retail, animal care, etc)	10	10
(12) Ice cream shop, donut shop, bakery shop (note: food not made on site, stores restricted solely to retail sale of food specialty and no meals served)		
(a) Minimum	300	300
(b) Per square foot of floor space	0.25	0.25
(13) Food specialty shops such as bakery shops and donuts shops, which produce products on site. (note: restricted to retail sales, no wholesale services and no meals served)		
(a) Minimum	300	300
(b) Per square foot of floor space	0.5	0.5
(14) Catering operations: to be evaluated individually depending on specific operations		
Hotels and Motels		
(1) Ordinary motel or hotel sleeps maximum of four per room	120	135
(2) Suite motel or hotel		
Room occupancy maximum 5-6 (per room)	180	202.2
Room occupancy maximum 7-8 (per room)	240	270
Room occupancy exceeds 8, additional (per occupant)	28	310.5
Additional for kitchenettes (per room)	40	45
Additional for refrigerator and hot plates (per room)	16	18
(3) Meeting and/or banquet rooms per seat	4	40.5
Note: Motel/hotel facilities such as cocktail lounges, shops, offices, recreational facilities, etc. which are not for the exclusive use of the guests will be assessed separately in accordance with this section		
Laundries, Self-Service		
Per machine (regular)	300	300
Per machine (50 lbs. or greater)	400	400
Note: Flow may be calculated by providing manufacturer's specifications on water use/load and substantiated documentation on loads/machine/day		
Laundries, Commercial		
Minimum per machine	400	400
Note: Flow will be calculated based on manufacturer's specifications on water use/load and documented on loads/machine/day		
Office buildings (per 100 square feet)	15	15
Retail Sales general exclusive of food services, laundries, and other commercial services outlined herein		
For a single business:		
(1) 0-50,000 square feet square feet- per square foot	0.1	0.1

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
(2) 50,001-100,000 square feet- per square foot	0.075	0.075
(3) greater than 100,000 square feet per square foot	0.05	0.05
Service Stations		
(1) Fuel and oil sales only		
Per plumbing fixture for human waste	150	150
Per employee	20	20
(2) Maintenance facilities (add on to fuel and oil sales)		
Per service bay	100	100
Per employee	20	20
Shopping Centers, see retail		
Stadiums, race tracks, ball parks (per seat)	4	40.5
Stores, see retail		
Theatres		
Indoor, auditoriums (per seat)	4	40.5
Outdoor, drive-ins (per space)	4	40.5
Travel Trailer/Recreational Vehicle Parks		
(1) Spaces without water and sewer hookup (per space)	50	50
(2) Spaces with water and sewer hookups (per space)	100	100
Industrial		
Factories, exclusive of industrial or process wastewater		
(1) Per employee per shift	20	20
Add for showers	15	15
Add for cafeteria	5	5
(2) Industrial waste shall be calculated as to quantity and strength by the developer's engineer and submitted for approval		
(3) Light industrial/retail centers- same as general retail		
(4) Warehouses- per sanitary plumbing fixture (toilet, urinal shower, etc.)	150	150
Institutional		
Churches		
Sanctuary (per seat)	20.4	20.7
Note: administration offices, daycare facilities, schools, etc. will be assessed separately		
Hospitals		
Rooms (per bed)	150	150
Food service (per seat)	30	30

Type of Establishment	Gallons Per Day (GPD)	
	Water	Wastewater
Outpatient and administrative services (per square foot of floor space)	0.2	0.2
Nursing, Rest Homes, Care Facilities		
Per patient/resident	100	100
Per staff member per shift	20	20
Public Institutions (Correctional Facilities)		
Per patient/inmate	100	100
Per staff member per shift	20	20
Schools (per student)		
Day-type	40.8	50.4
Boarding-type	100	100
Swimming and bathing facilities, public (per person)	10	10
Residential		
Residences		
(1) Single family- detached	255	276
(2) Attached: multifamily, apartment and single family residential duplex, triplex, quadruplex, etc., (per unit, per bedroom)		
1st bedroom	127.5	138
After 1st bedroom	64	69
(3) Mobile home doublewide (per unit)	255	276
(4) Mobile home single-wide (per unit)	191	207
(5) Retirement community- restricted qualified housing for older person under Department of Housing and Urban Development rules	153	166
Note: In residential units of less than three bedrooms a den will be counted as a bedroom		
Potable water pressure shall be provided at no less than 40 pounds per square inch at property lines		

The areas of the City served by central potable water facilities shall meet the following levels of service standards for potable water supply:

Potable Water and Wastewater Supply Standards (gallons per day - gpd)		Tohopekaliga Water Authority
Residential		96 gpd per capita
Hotel/Motel		120 gpd per room
Commercial		0.1 gpd per gross square foot of floor area
Public or Private Schools		4.8 gpd per student
Operational Standard		
All Land Use Types		98% of the maximum permitted capacity and minimum 20 PSI pressure will be maintained during fire flow conditions

2. Solid Waste:

- a. 5.1 pounds per person per day

3. Stormwater Management:

- a. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development prior to the issuance of a development permit:
 - i. Limit the allowable stormwater peak discharge detained from a site to be developed or altered to the pre-development or pre-alteration peak discharge for the ~~10~~ten-year frequency, 72-hour duration storm. Retention/detention ponds, for all sites greater than ten acres total area, shall have a minimum of one foot freeboard.
 - ii. Limit velocities in any new system to a maximum of 3 feet/second or less for the ~~10~~ten-year storm.
 - iii. Roadway stormwater management system shall be designed for the ~~10~~ten-year storm event, utilizing the Florida Department of Transportation Rainfall Intensity Curves.
 - iv. The design storm frequency to be utilized for the design of pavement stormwater management shall be the ~~10~~ten-year.

- v. Water Quality - Wet detention for the first inch of runoff or the total runoff of 2.5 inches times the percent of imperviousness, whichever is greater. Reductions in the above volumes of 25% and 50% for dry detention and retention respectively can be applied when conditions permit. Industrial zoned projects shall provide at least 1/2 inch dry detention or retention pretreatment as part of the required retention/ detention.
 - vi. Incorporate a floodplain management standard which requires that no net reduction occurs in flood storage (e.g., 100-year flood) for any development within the impacted area.
 - vii. The Land Development Code shall continue to include mandatory retention and/or detention of stormwater discharge from developed or altered sites, per Chapter 62-25, Florida Administrative Code.
4. Recreation Standards for Space Needs:
- a. 5 acres per 1,000 residents
5. Transportation Standards:

The City of Kissimmee hereby adopts LOS D for the peak hour for major thoroughfares (arterials and collectors), except those major thoroughfares located in the Multimodal Transportation District (MMTD). LOS E is hereby adopted for the peak hour for major thoroughfares within the Multimodal Transportation DistrictMMTD. Objective 2.1.2 of the Transportation Element identifies mobility strategies for implementation if a roadway fails to meet the adopted quality of service standard.

a. Citywide Requirements

The following standards shall be applied on a citywide basis:

- i. Provide for the continuation and expansion, where feasible, of the street grid to promote connectivity, improve pedestrian conditions and increase access to transit.
- ii. Inside the MMTD, roadway expansions to add lanes shall be supported only if pedestrian and bicycle facilities are part of the improvement or new lanes will be dedicated for transit service. City reviews of roadway expansions to add lanes for areas outside the MMTD also shall consider pedestrian, bicycle, and pedestrian enhancements.

- iii. Enhance pedestrian, bicycle, and transit conditions, using a “complete streets” approach to site design and development.
 - “Complete Streets” are designed to enable safe access for all users including pedestrians, bicyclists, transit riders, and motorists of all ages and abilities.
- iv. Eliminate gaps in the pedestrian/sidewalk system to facilitate access to services and facilities.
- v. Implement traffic study procedures for proposed development outside the MMTD that address the needs of a multimodal transportation system. The required traffic study methodologies and development review shall at a minimum evaluate:
 - the need for road or intersection improvements;
 - access to existing or proposed transit services, including the provision of on-site transit infrastructure;
 - the need for pedestrian or bicycle network improvements;
 - pedestrian and bicycle cross access between sites;
 - the need for “complete street” treatment; and
 - the potential for access to the Shingle Creek trail.
- vi. All new development, consisting of residential and non-residential, must include sidewalks on both sides of local, collector and arterial streets. All new development adjacent to a bicycle route identified in the City of Kissimmee Bicycle and Pedestrian Master Plan shall be required to provide bikeways which tie into the bicycle lane network.
- vii. The City shall identify funding sources for any bicycle and pedestrian projections within the Five-Year Schedule of Capital Improvements. Projects may include those identified in the City of Kissimmee Bicycle and Pedestrian Master Plan, and may be funded with developer contributions. The City shall annually assess progress toward the construction of bicycle and pedestrian improvements.
- viii. The City shall review and update the Land Development Code to include recommendations identified in the City of Kissimmee Bicycle and Pedestrian Master Plan.
- ix. The City shall continue to coordinate with Lynx, [the Florida Department of Transportation \(FDOT\)](#), and Osceola County to add additional transit service and improve service to achieve a citywide QOS D along the transit network.

- b. Areas ~~within~~ Within oneOne-half Half mile-Mile of ~~the Existing and proposed~~ Proposed SunRail ~~transit~~ Transit stations-Stations

The following standards will be applied to areas within one-half mile of an existing or proposed SunRail transit station (excluding the Multimodal Center which is subject to MMTD policies):

- i. The City will coordinate with Osceola County, Lynx, Florida Department of Transportation (FDOT), ~~or~~ and other agencies on the location and development of SunRail stations to support the investment in transit infrastructure.
- ii. The City will develop a forum for station-area planning and integrating land use and transportation planning to improve mobility and foster community involvement in the location and design of stations.
- iii. The City shall adopt urban form standards in the Land Development Code to define development patterns that promote pedestrian and transit activities and create a more walkable environment in proximity to the station. Items to be addressed include the placement and design of parking; safe, comfortable and convenient pedestrian access to the station; balance and proximity of uses; and safe and protected bicycle parking.

- c. Areas Within ~~oneOne-quarter-Quarter~~ Quarter Mile of Existing and Proposed LYNX Routes

The City shall establish the following types of standards in the Land Development Code to be applied to areas within one-quarter mile of existing and planned Lynx routes:

- i. Require new development, including redevelopment, to provide direct and convenient pedestrian and bicycle access to sidewalks and bus stops and provide marked crossings from the stop or sidewalk to the building's front door.
- ii. Require an adequate number of appropriately designed bicycle facilities on site and at bus stops.
- iii. Work with developers or community groups to provide and maintain bus stop shelters with seating, lighting, and transit service information.

- d. Public Transportation Quality of Service Standard

The City of Kissimmee hereby adopts a transit quality of service standard within the MMTD. Achieving this improved quality of service is highly

dependent on coordination with Lynx, the Florida Department of Transportation (FDOT), and other external agencies and the ability to secure funding for capital and operational improvements. The current Quality of Service (QOS) is D-. Improvements such as the SunRail commuter rail service, downtown Multimodal Center, and local circulator service have been completed in furtherance of the goal to improve the QOS. Via additional improvements, such as the development of a transit service in the US 192/Vine Street corridor and construction of supportive transit infrastructure, there is the potential to improve the QOS of the transit network to a C standard by 2030 and a B standard by 2040. ~~Assuming the implementation of SunRail commuter rail service, the completion of the downtown Multimodal Center, development of premium transit service in the US 192/Vine Street corridor, creation of a local circulator service, and construction of supportive transit infrastructure, the City can improve the Quality of Service (QOS) of the transit network to a C standard by 2030 and a B standard by 2040. The current QOS is D-~~ Transit supportive land use strategies, particularly downtown and along the Vine Street corridor, also contribute to achieving these standards.

e. Bicycle and Pedestrian Quality of Service Standard

The City of Kissimmee adopts pedestrian and bicycle quality of service standards within the MMTD. Through public and private investments, the City shall improve the Quality of Service of the pedestrian and cycling networks to a C standard by 2030 and a B standard by 2040. The current QOS is D+ and D for pedestrian and cycling networks, respectively.

POLICY 8.1.4.2: ADEQUATE FACILITIES ORDINANCE.

The City shall issue no development order for new development which would be inconsistent with Objective 8.1.4. The City shall continue to include an adequate facilities requirement as part of the Land Development Code. The adequate facilities ordinance shall mandate that future applications for development shall comply with the levels of service for the water and wastewater systems, solid waste system, stormwater, recreation, and the multimodal transportation system. Prior to issuing a certificate of concurrency the City shall render a finding that the proposed development shall be served with each of the above cited facilities with a level of service at least equal to that level of service stipulated in Policy 8.1.4.1 of this element. Any required improvements shall be in place in a manner consistent with Objective 8.1.4 of this element.

POLICY 8.1.4.3: EVALUATION CRITERIA FOR CAPITAL IMPROVEMENT PLAN AMENDMENTS.

Proposed Capital Improvement Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines:

1. Does the proposed action contribute to any condition of public hazard;
2. Does the proposed action exacerbate any existing condition of public facility capacity deficits, as described in the Transportation, Public Facilities, and/or Recreation and Open Space Elements;
3. Does the proposed action generate public facility demands that may be accommodated by capacity increases planned in the Five-Year Schedule of Capital Improvements;
4. Does the proposed action conform with the future land uses designated on the Future Land Use map within the Future Land Use Element;
5. Does the proposed action comply with and accommodate public facility demands based on the adopted level of service standards contained herein;
6. If the proposed action requires that any public facilities be provided by the City, the applicant shall demonstrate that funds shall be available; acceptable to the City; and no project requiring City expenditure for a capital improvement shall be approved by the City unless the City Commission approves the funding for the subject property prior to the project approval.
7. Does the proposed action impact facility plans of any State agencies or facility plans of the South Florida Water Management District.

OBJECTIVE 8.1.5: COORDINATE LAND USE AND CAPITAL IMPROVEMENT PLAN.

For capital improvements the City is committed to provide the necessary public facilities and services in accordance with the ~~fiveFive-year-Year capital-Capital improvement Improvement planPlan~~. The City will satisfy the concurrency requirements by complying with the standards established in this plan. This objective shall be implemented by the following policies:

POLICY 8.1.5.1: CAPITAL IMPROVEMENT ELEMENT.

The capital improvement element and the ~~five~~Five-year-Year schedule-Schedule of ~~capital-Capital improvements-Improvements~~ are financially feasible and will be reviewed on an annual basis.

POLICY 8.1.5.2: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS.

The five-year schedule of capital improvements includes both necessary facilities to maintain the adopted level of service standards to serve the new development and the necessary facilities required to eliminate the portion of existing (LOS) standards. The Five-Year Schedule of Capital Improvements also includes the estimated year(s) of funding and the funding source. Review will occur on an annual basis.

POLICY 8.1.5.3: FUNDING SYSTEM.

The funding system is realistic, financially feasible, and based on currently available revenue sources which are adequate to fund the public facilities required to serve the development authorized by the development order and development permit and that the required public facilities will be provided by the capital improvement program or by the developer. Review will occur on an annual basis.

POLICY 8.1.5.4: IMPLEMENT PLAN.

The City of Kissimmee shall implement this plan and other local development regulations, in conjunction with the ~~completion of the~~ Land Development Code. The City will ensure that development orders and permits are issued in a manner that will assure that the necessary public facilities and services will be available to accommodate the impact of that development.

POLICY 8.1.5.5: AVAILABILITY OF SERVICES OR FACILITIES.

In determining the availability of services or facilities, a developer may propose, and the City may approve, developments in stages or phases so that facilities and services needed for each phase will be available in accordance with the standards required by this ~~comprehensive-Comprehensive planPlan~~. Procedures for development phasing will be included in the Land Development Code.

OBJECTIVE 8.1.6: MONITORING AND EVALUATING THE CAPITAL IMPROVEMENTS ELEMENT.

The Capital Improvements Element shall be reviewed on an annual basis in order to ensure the required fiscal resources are available to provide adequate public facilities needed to support future land uses consistent with adopted level of service standards.

This annual review shall be the responsibility of the City Manager. Findings and recommendations of the City Manager shall be considered by the City Commission at a public meeting. At such time, the City Commission shall take action as it deems necessary in order to refine/update the ~~capital~~ Capital improvements ~~Improvements elements~~ Element.

POLICY 8.1.6.1: CAPITAL IMPROVEMENTS ELEMENT EVALUATION.

The monitoring and evaluation procedure shall incorporate the following considerations:

- a. Data Update and Refinements. Determine if any corrections, updates, and/or modifications should be undertaken, such considerations shall include, but not necessarily be limited to, the following:
 - Estimated costs
 - Revenue sources
 - Recently constructed capital improvements
 - Dedications
 - Scheduled dates of improvements projects
- b. Consistency Review. Determine whether changes to the Capital Improvements Element are necessary in order to maintain consistency with other elements of the Comprehensive Plan.
- c. Implications of Scheduled Master Plans. The five-year schedule of improvements shall be updated as necessary in order to reflect new projects identified in the proposed improvement plans for stormwater management and transportation improvements.
- d. Priority of Scheduled Improvements. The cited improvement plans for transportation and stormwater management shall assess existing deficiencies and recommend a schedule of priorities for public improvements.
- e. Capital Improvement Evaluation Criteria. Annually, the City Manager or ~~his~~ their designated representative shall review the criteria used to evaluate capital improvement projects in order to insure the projects are

ranked in their appropriate order of priority, and incorporate any needed changes in order to upgrade and facilitate the evaluation process.

- f. Level of Service Standards. Annually, the City Manager shall evaluate the City's effectiveness in maintaining the adopted level of service standards and recommend any needed action to address problem areas.
- g. County, State and Regional Improvement Programs. The City Manager shall annually review the effectiveness of program coordination in resolving multi-jurisdictional issues surrounding the plans and programs of County, State and Regional agencies, as well as private entities that provide public services within the City's jurisdiction. For instance, consider the effectiveness of intergovernmental coordination surrounding improvements along County and State roadways, progress in extending improvements to water and wastewater service areas within the unincorporated area, and other similar infrastructure improvements needed.
- h. Private Sector Improvements, Dedications, or Fees In-Lieu Thereof. The City Manager shall evaluate the effectiveness of provisions requiring mandatory dedications or fees in lieu thereof, as well as progress toward incorporating other programs for assessing new development a pro-rata share of the improvement costs generated by the respective developments.
- i. Impact of Other Jurisdictions in Maintaining Level of Service Standards. The City Manager shall evaluate the level of service implications of extended central water and wastewater service within unincorporated areas, area-wide transportation improvements and stormwater management improvements, as well as area wide solid waste system improvements which may be required to maintain levels of service standards.
- j. Outstanding Indebtedness. Annually the City Manager shall prepare a report on outstanding indebtedness which shall be included in the annual budget presentations to the City Commission.
- k. Grantsmanship. The City Manager shall evaluate efforts made to secure available grants or private funds in order to finance the provision of capital improvements.
- l. Fiscal Management. The City Manager shall evaluate the City's progress in finding effective funding mechanisms for promoting road and

stormwater management improvements as well as other capital improvement needs identified in the scheduled stormwater management, transportation, water, and wastewater improvement plans.

- m. Evaluated Criteria. The City Manager shall annually investigate the applicability and utility of criteria used to evaluate plan amendments as well as requests for new development/redevelopment.
- n. Update Schedule of Improvements. The City Manager shall review the City's success in implementing the five-year capital improvement program and refine the schedule to include any new projects required to support any development on an annual basis.

GOAL 8.2 IDENTIFICATION OF CAPITAL IMPROVEMENTS.

The five-year schedule of capital improvements contains the projects necessary to achieve the goals, objectives and policies of this Comprehensive Plan.

OBJECTIVE 8.2.1: MAINTAINING ADOPTED LEVEL OF SERVICE STANDARDS.

Projects identified in the ~~five~~Five-year—Year ~~schedule—Schedule~~ of ~~capital—Capital~~ ~~improvements—Improvements~~ shall be used to maintain adopted level of service standards in order to meet the adopted Goals, Objectives, and Policies of this Comprehensive Plan.

POLICY 8.2.1.1: FIVE YEAR SCHEDULE OF IMPROVEMENTS

Table 8-2 "Five Year Schedule of Capital Improvements", contained herein, establishes the estimated project cost, and potential revenue sources for each of the Capital Improvement needs identified within the respective ~~comprehensive~~ Comprehensive plan—Plan elements. These programs are scheduled in order to ensure that the goals, objectives, and policies established in the ~~capital—Capital~~ ~~improvements—Improvements~~ ~~element—Element~~ shall be met.

POLICY 8.2.1.2: AMENDING FIVE-YEAR SCHEDULE OF IMPROVEMENTS

A plan amendment shall be required in order to eliminate, defer, or delay the construction of any facility or service included in Table 8-2 which is needed to maintain the adopted level of service standard. Additional capital projects are identified in the following tables:

- Table 8-3: Tohopekaliga Water Authority Water Impact Projects
- Table 8-4: FDOT Funded Projects

- Table 8-5: MMTD Long-Term Capital Improvements FY 2013-2025: Bicycle, Pedestrian, Transit

Table 8-2: Five-Year Schedule of Capital Improvements

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Transportation								
Public Works & Engineering	Traffic Operations – Gas Tax	Traffic Signal – Thacker/Patric k	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Public Works & Engineering	Traffic Operations – Sales Tax	Traffic Signal – Oak/Thacker	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Public Works & Engineering	Road Improvements – Gas Tax	Neighborhood Street Light Infill Program	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Public Works & Engineering	Road Improvements – Gas Tax	Neptune Road Median Improvements	\$450,000	\$0	\$0	\$0	\$0	\$450,000
Public Works & Engineering	Road Improvements – Gas Tax	West Oak Street Improvement at John Young Parkway Construction	\$0	\$150,000	\$0	\$0	\$0	\$150,000
Public Works & Engineering	Road Improvements – Gas Tax	Intelligent Transportation System	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Public Works & Engineering	Road Improvements – Gas Tax	Denn John Lane Improvements	\$300,000	\$0	\$0	\$0	\$0	\$300,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Public Works & Engineering	Engineering – Sales Tax	Neighborhood Improvement Program	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Public Works & Engineering	Mobility Fee	Hoagland Boulevard: US 192/Carroll Street	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
Public Works & Engineering	Mobility Fee	Dyer/Ballpark Road Traffic Signal	\$0	\$300,000	\$0	\$0	\$0	\$300,000
<i>Sub-Totals</i>			<i>\$3,360,000</i>	<i>\$1,060,000</i>	<i>\$110,000</i>	<i>\$610,000</i>	<i>\$110,000</i>	<i>\$5,250,000</i>
Stormwater Management								
CRA-Vine Street		Beautification and Storm Water Project	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
<i>Sub-Totals</i>			<i>\$500,000</i>	<i>\$500,000</i>	<i>\$500,000</i>	<i>\$500,000</i>	<i>\$500,000</i>	<i>\$2,500,000</i>
Parks and Recreation								
Parks and Recreation	Parks	Fortune Road Pond Aeration	\$0	\$0	\$0	\$8,000	\$0	\$8,000
Parks and Recreation	Parks	Basketball Court Resurface	\$0	\$39,000	\$0	\$0	\$39,000	\$78,000
Parks and Recreation	Parks	Tennis Court Resurface	\$0	\$0	\$58,000	\$0	\$0	\$58,000
Parks and Recreation	Parks	Sidewalk Replacement	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Parks and Recreation	Parks	Hockey Rink Boards	\$30,000	\$0	\$0	\$0	\$0	\$30,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Parks and Recreation	Parks	Baseball Dugout Canopy	\$0	\$0	\$40,000	\$0	\$0	\$40,000
Parks and Recreation	Parks	Oak Street Tennis Windscreens	\$7,000	\$0	\$0	\$0	\$0	\$7,000
Parks and Recreation	Parks	Softball Fence Windscreen	\$13,000	\$0	\$6,500	\$0	\$0	\$19,500
Parks and Recreation	Parks	Light Tower	\$0	\$15,000	\$0	\$0	\$0	\$15,000
Parks and Recreation	Parks	Splash Pad Resurface	\$48,000	\$0	\$0	\$0	\$0	\$48,000
Parks and Recreation	Parks	Backstop/Fence Repair	\$0	\$0	\$150,000	\$125,000	\$0	\$275,000
Parks and Recreation	Parks	Court Fencing/Safety Net	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Parks and Recreation	Parks	Basketball Court Fencing	\$0	\$0	\$0	\$0	\$30,000	\$30,000
Parks and Recreation	Aquatics	Main Drain	\$0	\$2,500	\$0	\$0	\$0	\$2,500
Parks and Recreation	Aquatics	Funbrella Canopy Set	\$0	\$0	\$4,600	\$0	\$0	\$4,600
Parks and Recreation	Aquatics	Gel Coat Slide	\$0	\$0	\$20,000	\$0	\$0	\$20,000
Parks and Recreation	Aquatics	Slide Railings/Platform	\$18,000	\$0	\$0	\$0	\$0	\$0
Parks and Recreation	Aquatics	Safety Surface	\$0	\$6,000	\$0	\$0	\$0	\$0

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Recreation		Floor						
Parks and Recreation	Recreation and Leisure Services	Fortune Road Shade Structure	\$0	\$0	\$38,000	\$0	\$0	\$38,000
Parks and Recreation	Events and Venues	Fitness Room Remodel	\$0	\$0	\$12,000	\$0	\$0	\$0
Parks and Recreation	Administration – Sales Tax	Lancaster Ranch Park	\$0	\$0	\$1,000,000	\$3,000,000	\$4,500,000	\$8,500,000
Parks and Recreation	Administration – Sales Tax	Overlook for Bike Trail/Bird Watch	\$0	\$0	\$0	\$200,000	\$0	\$200,000
Parks and Recreation	Administration – Sales Tax	Mark Durbin Recreation Center	\$0	\$0	\$200,000	\$2,000,000	\$0	\$2,200,000
Parks and Recreation	Administration – Sales Tax	Breakwater Improvements	\$0	\$150,000	\$150,000	\$0	\$0	\$300,000
Parks and Recreation	Administration – Sales Tax	Pavilion	\$0	\$40,000	\$50,000	\$0	\$0	\$90,000
Parks and Recreation	Administration – Sales Tax	Berlinsky Community House	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
Parks and Recreation	Recreation Impact	Shingle Creek Regional Trail – Land Acquisition	\$150,000	\$150,000	\$100,000	\$0	\$0	\$400,000
Parks and Recreation	Recreation Impact	Shingle Creek Regional Trail – Construction	\$100,000	\$100,000	\$100,000	\$0	\$0	\$400,000
Parks and Recreation	Recreation Impact	Lakeside Park Tot Lot	\$0	\$0	\$0	\$50,000	\$0	\$50,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Parks and Recreation	Recreation Impact	Mill Slough Playground	\$0	\$20,000	\$0	\$0	\$0	\$20,000
Parks and Recreation	Recreation Impact	Lancaster Ranch Park	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Parks and Recreation	Recreation Impact	Fortune Road Bleachers Shade Canopy	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Parks and Recreation	Recreation Impact	Mark Durbin Park Skate Ramp	\$0	\$0	\$75,000	\$0	\$0	\$75,000
<i>Sub-Totals</i>			<i>\$2,371,000</i>	<i>\$527,500</i>	<i>\$2,159,100</i>	<i>\$5,938,000</i>	<i>\$4,574,000</i>	<i>\$15,633,600</i>
Sanitation								
Public Works & Engineering	Stormwater Engineering	Baffle Box	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Public Works & Engineering	Stormwater Engineering	Master Stormwater Model	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Public Works & Engineering	Stormwater Engineering	Hill Street Phase 3 Drainage Project	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Public Works & Engineering	Stormwater Engineering	Woodside Drainage	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Public Works & Engineering	Stormwater Engineering	Stormwater System Improvement	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
<i>Sub-Totals</i>			<i>\$560,000</i>	<i>\$860,000</i>	<i>\$360,000</i>	<i>\$360,000</i>	<i>\$360,000</i>	<i>\$2,500,000</i>
Facilities Maintenance								

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Public Works & Engineering	Facilities Maintenance	Chambers Park Air Conditioning	\$45,000	\$0	\$0	\$0	\$0	\$45,000
Public Works & Engineering	Facilities Maintenance	Roof Replacement	\$80,000	\$0	\$0	\$0	\$0	\$80,000
Public Works & Engineering	Facilities Maintenance	Civic Center Concession Plumbing	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Public Works & Engineering	Facilities Maintenance	Civic Center Tile Replacement	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Public Works & Engineering	Facilities Maintenance	Bob Makinson Aquatic Center Parking Lot Resurface	\$0	\$0	\$30,000	\$0	\$0	\$30,000
Public Works & Engineering	Facilities Maintenance	Civic Center Water Fountain	\$2,500	\$0	\$0	\$0	\$0	\$2,500
Public Works & Engineering	Facilities Maintenance	Oak Street Parking Lot Resurface	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Public Works & Engineering	Facilities Maintenance	Oak Street Flooring	\$68,300	\$0	\$0	\$0	\$0	\$68,300
Public Works & Engineering	Facilities Maintenance	Chambers Park Parking Lot Surface	\$0	\$10,000	\$0	\$0	\$0	\$10,000
Public Works & Engineering	Facilities Maintenance	Chambers Park Water Fountain	\$2,500	\$0	\$0	\$0	\$0	\$2,500
Public Works	Facilities	Fortune Road	\$10,000	\$0	\$0	\$0	\$0	\$10,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
& Engineering	Maintenance	Water Fountain						
Public Works & Engineering	Facilities Maintenance – Sales Tax	Rose Hill Cemetery Parking/Road Improvements	\$112,100	\$0	\$0	\$0	\$0	\$112,100
Public Works & Engineering	Facilities Maintenance – Sales Tax	Facilities ADA Compliance	\$600,000	\$0	\$0	\$0	\$0	\$600,000
<i>Sub-Totals</i>			<i>\$960,400</i>	<i>\$10,000</i>	<i>\$30,000</i>	<i>\$25,000</i>	<i>\$0</i>	<i>\$1,025,400</i>
Airport								
Airport	Airport	Comprehensive Airfield Security - Construction Phase II FDOT	\$475,504	\$0	\$0	\$0	\$0	\$475,504
Airport	Airport	Comprehensive Airfield Security - Construction Phase II Airport	\$118,900	\$0	\$0	\$0	\$0	\$118,900
Airport	Airport	Foreign Object Damage Sweeper Airport	\$0	\$20,000	\$0	\$0	\$0	\$20,000
Airport	Airport	Secondary Weather Station - FDOT	\$128,000	\$0	\$0	\$0	\$0	\$128,000

Department	Division/ Funding Source	Project Title	FY 2020 - 2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	TOTAL
Airport	Airport	Secondary Weather Station - Airport	\$32,000	\$0	\$0	\$0	\$0	\$32,000
<i>Sub-Totals</i>			\$754,404	\$20,000	\$0	\$0	\$0	\$774,404
TOTAL CITY-FUNDED CAPITAL PROJECTS			\$8,505,804	\$2,977,500	\$3,159,100	\$7,433,000	\$5,544,000	\$27,683,404

Source: City of Kissimmee FY 2020-2021 to FY 2024-2025 Five Year Approved Capital Budget.

Table 8-3: Tohopekaliga Capital Improvements Plan

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Asset Management Program (AMP)						
Force Main Air Release Valve Maintenance Program	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Mystic Dunes Directional Bore	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Large Meters	\$120,000	\$120,000	\$100,000	\$100,000	\$100,000	\$540,000
Roofing Replacement (Multiple Locations)	\$265,000	\$0	\$150,000	\$0	\$150,000	\$565,000
New Water Services & Taps	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Lift Station Rehab - Toho 111	\$125,000	\$125,000	\$125,000	\$180,000	\$125,000	\$680,000
Force Main Air Release Valve Maintenance Program	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Potable Service Connections - Toho III	\$0	\$0	\$700,000	\$0	\$350,000	\$1,050,000
Potable Service Connections - Toho I	\$570,000	\$570,000	\$0	\$0	\$0	\$1,140,000
Cross Connection Control Backflow Units	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
Potable Service Connections - Toho IV	\$0	\$0	\$700,000	\$350,000	\$350,000	\$1,400,000
Lift Station Rehab - Toho IV	\$375,000	\$420,000	\$250,000	\$250,000	\$250,000	\$1,545,000
Galvanized WM - Intercession City -South US 1792	\$0	\$0	\$2,204,000	\$0	\$0	\$2,204,000
Lift Station Rehab - Toho I	\$680,000	\$500,000	\$625,000	\$500,000	\$500,000	\$2,805,000
Organization Replacement Vehicles	\$585,000	\$2,210,000	\$1,680,000	\$1,850,000	\$1,545,000	\$7,870,000
Sub-Totals	\$3,345,000	\$5,070,000	\$7,159,000	\$3,855,000	3,995,000	\$24,424,000
AM-WIFIA						
Collection System Lining & Sealing	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$575,000
Sewer Rehab - Hill Street	\$748,000	\$0	\$0	\$0	\$0	\$748,000
Collection System Lining & Sealing	\$365,000	\$365,000	\$365,000	\$365,000	\$365,000	\$1,825,000
1/1 Rehab - Toho III	\$600,000	\$600,000	\$600,000	\$600,000	\$400,000	\$2,800,000
Force Main Rehab Program	\$4,089,000	\$1,500,000	\$1,500,000	\$500,000	\$500,000	\$8,089,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
1/1 Rehab - Toho IV	\$2,750,000	\$2,750,000	\$2,750,000	\$2,750,000	\$1,750,000	\$12,750,000
Deep Manhole Inspection & Rehab	\$2,840,000	\$4,260,000	\$4,260,000	\$1,420,000	\$1,420,000	\$14,200,000
I/I Rehab - Toho I	\$2,750,000	\$4,750,000	\$3,750,000	\$3,750,000	\$2,450,000	\$17,450,000
<i>Sub-Totals</i>	\$14,257,000	\$14,340,000	\$13,340,000	\$9,500,000	\$7,000,000	\$58,437,000
<u>Alternative Water Supply (AWS) Projects</u>						
Gravity Sewer Installation - Oakhurst-Judge Farms Project	\$0	\$1,540,000	\$0	\$0	\$0	\$1,540,000
Toho/Poinciana Additional Connection Hoagland Blvd 16" WM E	\$540,000	\$2,700,000	\$0	\$0	\$0	\$3,240,000
Water Supply - Short to Intermediate Term	\$50,000	\$2,857,000	\$0	\$0	\$2,000,000	\$4,907,000
Cypress Lake Potable Water Trans Phase 1- Water Wheeling	\$0	\$0	\$0	\$1,900,000	\$9,460,000	\$11,360,000
Indirect Potable Reuse - 160 Acre Site AWS Project	\$2,815,000	\$17,080,000	\$4,160,000	\$0	\$0	\$24,055,000
Cypress Lake 15 MGD AWS Wells-AWS WTP & Associated Pipeline	\$0	\$0	\$0	\$2,700,000	\$22,400,000	\$25,100,000
Judge Farms Reservoir & Impoundment	\$6,531,000	\$13,856,000	\$8,789,000	\$12,000,000	\$0	\$41,176,000
<i>Sub-Totals</i>	\$9,936,000	\$38,033,000	\$12,949,000	\$16,600,000	\$33,860,000	\$111,378,000
<u>IT & AMI Infrastructure Projects</u>						
Hydroguard Meters	\$100,000	\$105,000	\$111,000	\$118,000	\$126,000	\$560,000
Hyper-Converged Infrastructure	\$0	\$0	\$200,000	\$200,000	\$200,000	\$600,000
Customer Service Aclara One/ACE	\$128,000	\$165,000	\$205,000	\$250,000	\$266,000	\$1,014,000
A.I. Call Center Technology Project	\$250,000	\$412,000	\$424,000	\$437,000	\$449,000	\$1,972,000
Remote Disconnect Meters	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
MTU Upgrade	\$1,074,000	\$1,074,000	\$1,074,000	\$1,046,000	\$809,000	\$5,077,000
Small Meters	\$1,835,000	\$1,910,000	\$2,070,000	\$2,129,000	\$2,260,000	\$10,141,000
New Small Water Meters	\$2,479,000	\$2,581,000	\$2,712,000	\$2,874,000	\$3,051,000	\$13,697,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
<i>Sub-Totals</i>	<i>\$5,866,000</i>	<i>\$6,747,000</i>	<i>\$7,233,000</i>	<i>\$7,554,000</i>	<i>\$7,661,000</i>	<i>\$35,061,000</i>
Line Improvements & Extensions						
Water System Interconnection II Utilities & TWA WTPs Upgrades	\$0	\$0	\$0	\$0	\$500,000	\$500,000
30" WM Ext – Simpson Rd – Fortune Rd Intersection	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Poinciana Area Exp – Village 7, Neighborhood 2 – Utilities Construction	\$3,037,000	\$0	\$0	\$0	\$0	
Westside 24" WM Ext, Stoneybrook New Booster Station & Upsizing	\$2,175,000	\$1,565,000	\$0	\$0	\$0	\$3,740,000
24" Water Main Ext – Fells Cove – Cyrils Dr	\$3,900,000	\$0	\$0	\$0	\$0	\$3,900,000
FM & RM Extension – NeoCity Offsite	\$0	\$0	\$10,918,000	\$0	\$0	\$10,918,000
<i>Sub-Totals</i>	<i>\$9,112,000</i>	<i>\$1,565,000</i>	<i>\$10,918,000</i>	<i>\$2,000,000</i>	<i>\$500,000</i>	<i>\$24,095,000</i>
Plant Reinvestment or Expansion						
Stationary Emergency Generators or Bypass Pumps - Toho IV	\$125,000	\$125,000	\$125,000	\$0	\$0	\$375,000
RAW Water Main Relocation -SW WTP	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Warehouse Automation & Expansion	\$0	\$250,000	\$250,000	\$0	\$0	\$500,000
Wetlands Effluent Line	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Odor Control Bio-Filter - LS 86	\$585,000	\$0	\$0	\$0	\$0	\$585,000
Aerostrip Diffusers – North Treatment Basin	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Aerostrip Diffusers – South Treatment Basin	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Generator #3	\$0	\$700,000	\$0	\$0	\$0	\$700,000
Diffuser Replacement – West Aeration Basin	\$0	\$0	\$1,190,000	\$0	\$0	\$1,190,000
Parkway WTP High Service Pump Upgrade	\$1,252,000	\$0	\$0	\$0	\$0	\$1,252,000
Sand Filters Replacement – PW WRF	\$1,308,400	\$0	\$0	\$0	\$0	\$1,308,400
Sand Filter Conversion – Disk Filters	\$0	\$0	\$1,530,000	\$0	\$0	\$1,530,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Lake Marion Expansion to 6 MGD	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
South Bermuda Expansion to 21 MGD	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
GST & Reuse Pumping Sandhill & SBWRF	\$0	\$0	\$0	\$0	\$2,400,000	\$2,400,000
GS, FM, WM, RM, & Lift Station Upsizing	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Security Infrastructure	\$175,000	\$140,000	\$60,000	\$275,000	\$2,000,000	\$2,650,000
Harmony WRF Reuse GST & HSPs	\$0	\$0	\$400,000	\$3,850,000	\$0	\$4,250,000
Well 3, Raw WM & Additional GST - SW WTP	\$1,100,000	\$4,401,000	\$0	\$0	\$0	\$5,501,000
Facilities Master Plan Implementation	\$0	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$10,000,000
South Bermuda WRF Expansion to 16 MGD	\$500,000	\$14,900,000	\$0	\$0	\$0	\$15,400,000
Expansion - SH WRF	\$19,262,000	\$2,432,000	\$0	\$0	\$0	\$21,694,000
Biosolids Dewatering & Processing	\$850,000	\$8,000,000	\$7,500,000	\$7,500,000	\$0	\$23,850,000
Process Upgrade & Expansion - Harmony WTP	\$750,000	\$4,500,000	\$0	\$750,000	\$25,000,000	\$31,000,000
Camelot WRF Expansion & Effluent Storage	\$2,500,000	\$12,000,000	\$8,000,000	\$17,000,000	\$0	\$39,500,000
<i>Sub-Totals</i>	<i>\$30,007,400</i>	<i>\$50,948,000</i>	<i>\$22,055,000</i>	<i>\$32,375,000</i>	<i>\$37,000,000</i>	<i>\$172,385,400</i>
Road Projects						
West Oak St & John Young Pkwy Intersection - City	\$0	\$60,000	\$190,000	\$0	\$0	\$250,000
WM & SM Rehab - US192 & Hoagland Blvd Intersection - FOOT	\$51,000	\$207,000	\$0	\$0	\$0	\$258,000
OBT Resurfacing - us 192 to Old Dixie Hwy - FOOT	\$101,000	\$202,000	\$0	\$0	\$0	\$303,000
Intersection Improvements - Donegan Ave & Smith St - County	\$338,000	\$0	\$0	\$0	\$0	\$338,000
WM Rehab - Florida Turnpike - US 192- Osceola Pkwy- FOOT	\$88,000	\$0	\$352,000	\$0	\$0	\$440,000
14 Osceola/Polk Line Rd - Osc Pkwy - FOOT	\$0	\$0	\$0	\$0	\$577,000	\$577,000
Carroll St -John Young Pkwy to Michigan Ave - County	\$0	\$672,000	\$0	\$0	\$0	\$672,000

Projects	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
SR 600 - Pleasant Hill Road to Portage Street - FOOT	\$0	\$0	\$0	\$765,000	\$0	\$765,000
<i>Sub-Total</i>	<i>\$578,000</i>	<i>\$1,141,000</i>	<i>\$542,000</i>	<i>\$765,000</i>	<i>\$577,000</i>	<i>\$3,603,000</i>
TOTAL PROJECTS	\$73,101,400	\$117,844,000	\$74,196,000	\$72,649,000	\$90,593,000	\$428,383,400

Source: Toho Water Authority Capital Budget, Fiscal Year 2021.

Table 8-4: FDOT Funded Projects

Item Number	Type of Work	Project Title	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	TOTAL
244383-1	Routine Maintenance	City of Kissimmee MOA	\$118,000	\$118,000	\$118,000	\$118,000	\$118,000	\$590,000
443548-1	Safety Project	Fortune Rd & Simpson Rd Intersection Improvement Project	\$0	\$4,490,553	\$0	\$0	\$0	\$4,490,553
437472-1	Corridor/SubArea Planning	Downtown Kissimmee Corridor Study (Various Roadways)	\$0	\$1,430,000	\$0	\$0	\$0	\$1,430,000
437932-1	Corridor/SubArea Planning	Central Avenue from Dakin Ave @ Church St to W. Donegan Ave	\$0	\$0	\$0	\$1,125,000	\$0	\$1,125,000
438445-1	Aviation Capacity Project	Osceola-Kissimmee Airport Master Plan Update	\$0	\$32,000	\$0	\$0	\$0	\$32,000
438446-1	Aviation Capacity Project	Osceola-Kissimmee Extend Runway 6 & Taxiway "B"	\$0	\$0	\$480,000	\$240,000	\$0	\$720,000
442488-1	Aviation Preservation Project	Osceola-Kissimmee Gateway Airfield Improvements	\$120,000	\$0	\$0	\$0	\$0	\$120,000
440781-1	Aviation Preservation Project	Osceola-Kissimmee Gateway Maintenance Facility	\$0	\$0	\$500,000	\$1,000,000	\$2,000,000	\$3,500,000
438444-1	Aviation Preservation Project	Osceola-Kissimmee Rehabilitate Taxiway	\$240,000	\$240,000	\$0	\$0	\$0	\$480,000

Item Number	Type of Work	Project Title	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	TOTAL
431556-1	Aviation Preservation Project	Osceola-Kissimmee Runway Improvements	\$0	\$0	\$0	\$216,000	\$0	\$216,000
438441-2	Aviation Preservation Project	Osceola-Kissimmee Taxiway "E" Expansion	\$400,000	\$0	\$0	\$0	\$0	\$400,000
442334-1	Bike Path/Trail	Shingle Creek Trail Phase 2A from John Young Pkwy to Pleasant Hill Rd	\$0	\$2,743,943	\$0	\$0	\$0	\$2,743,943
445709-1	Safety Project	SR 500/ US 192 (E. Bronson HWY) from Florida Ave to Michigan Ave	\$0	\$1,462,710	\$0	\$0	\$0	\$1,462,710
418403-6	Intersection Improvement	SR 600 (17/92) John young Pkwy at Pleasant Hill Rd	\$0	\$0	\$0	\$7,303,897	\$0	\$7,303,897
418403-3	Add Lanes & Reconstruct	SR 600 (17/92) from Pleasant Hill Rd to Portage St	\$0	\$0	\$0	\$0	\$1,203,963	\$1,203,963
437451-1	Add Left Turn Lane(s)	US 192 at Hoagland Blvd	\$41,040	\$0	\$0	\$0	\$0	\$41,040
434916-1	Intersection Improvement	West Oak Street Intersection Improvements at John Young Pkwy	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL FDOT-FUNDED CAPITAL PROJECTS			\$2,419,040	\$10,517,206	\$1,098,000	\$10,002,897	\$3,321,963	\$27,359,106

Source: FDOT Florida's Adopted Five Year Work Program, July 1, 2021.

Table 8-5: FDOT Funded Bicycle, Pedestrian, and Transit Projects

Project Type	Location	From	To	Length	Cost Estimate
Bicycle	Kissimmee/St. Cloud Trail	Neptune Rd.	E. Lake Short Blvd.	0.12	\$3,780,000
Bicycle	Shingle Creek Trail Phase 2A	John Young Pkwy.	Pleasant Hill Rd.	0.46	\$2,964,000
Bicycle & Pedestrian	Central Ave. Bike & Ped	Martin Luther King, Jr. Blvd.	Donegan Ave.	1.50	\$7,125,000
Bicycle & Pedestrian	Shingle Creek Trail Phase 2B South			N/A	\$7,782,168
Bicycle & Pedestrian	Shingle Creek Trail Phase 2C North			N/A	\$8,000,000
Bicycle & Pedestrian	Shingle Creek Trail Phase 2D North			N/A	\$10,599,768
Bicycle & Pedestrian	Toho Valencia Bridge	US 192	South side of US 192	0.13	\$10,290,190
Bicycle & Pedestrian	Emory Canal South	John Young Pkwy.	Shingle Creek Trail	0.40	\$200,000
	Total				\$50,741,126
Transit	Hoagland Blvd.	John Young Pkwy.	Donegan Ave.	1.00	\$5,836,000
	Osceola Co./Kissimmee	Pleasant Hill Rd.	Portage St.	2.36	\$46,100,000
	Total				\$51,936,000

Source: MetroPlan Orlando's Adopted Transportation Improvement Program & Prioritized Project List, July 7, 2021.



11

PROPERTY RIGHTS

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Kissimmee 2040 Comprehensive Plan

Property Rights

date

August December 7, 2021; DRC#21-XXX097; DEO Amendment No.21-02(ESR)

Cover photo source: City of Kissimmee Public Information Office

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GOALS, OBJECTIVES, AND POLICIES

This section stipulates goals, objectives, and implementing policies for the Property Rights pursuant to §163.3177(6)(a), Florida Statutes.

GOAL 1.1: PROPERTY RIGHTS

Ensure that the City of Kissimmee remains consistent with Florida State Statutes and regulations and that private property rights are considered in local policy~~decision~~-making.

OBJECTIVE 1.1.1: PROPERTY RIGHT PROTECTION

In accordance with the legislative intent expressed in F.S. 163.3161(10) and 187.101(3) that the City of Kissimmee shall respect judicially acknowledged and constitutionally protected private property rights.

POLICY 1.1.1.1: PROPERTY OWNER INTERESTS

The right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

POLICY 1.1.1.2: RIGHT TO USE AND DEVELOP PROPERTY

The right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to State law and local ordinances.

POLICY 1.1.1.3: PROPERTY OWNER EXCLUSION

The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

POLICY 1.1.1.4: SALE OR GIFTING OF PROPERTY

The right of a property owner to dispose of his or her property through sale or gift.

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

November 5, 2021

The Honorable Olga Gonzalez
Mayor, City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Dear Mayor Gonzalez:

The Department of Economic Opportunity ("Department") has reviewed the City of Kissimmee's proposed comprehensive plan amendment (Amendment No. 21-02ESR), received on October 8, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing three technical assistance comments consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

- *Section 163.3177(6)(i)1., F.S. (Ch. 2021-195, Laws of Fla.), requires each local government to include a property rights element in its comprehensive plan. The local government has proposed its own property rights element instead of the statement of rights provided by Section 163.3177(6)(i)1., F.S. The proposed property rights element limits the consideration of property rights matters to "local policy-making" as opposed to considering them in all local decision making.*

Prior to adoption, the proposed amendment must be revised to consider private property rights in all of the City's local decision making.

Please be advised the property rights element adopted by the local government may not conflict with the statement of rights provided under Section 163.3177(6)(i)1., F.S. To ensure the adopted language does not conflict, the Department recommends that the local government consult with its legal department.

- *Language included in the introduction of the proposed Property Rights Element includes an*

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incorrect statutory reference to Section 163.3177(6)(a), Florida Statutes as the statute requiring consideration of property rights. To ensure consistency with Section 163.3177(6)(i), F.S., DEO recommends that prior to adoption the proposed element be revised to correct the statutory reference to Section 163.3177(6)(i), F.S.

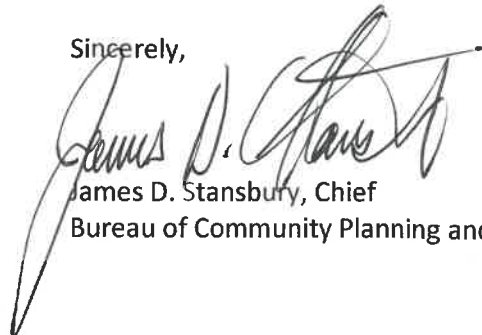
- *The draft ordinance does not include a reference to the creation of a Property Rights Element and its addition to the comprehensive plan. To ensure consistency with Section 163.3177(6)(i), F.S., DEO recommends that prior to adoption the ordinance be revised to clearly include the creation and addition of the Property Rights Element as its own, stand alone element to the comprehensive plan.*

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Melissa Corbett, Planning Analyst, by telephone at (850) 717-8505 or by email at Melissa.Corbett@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mc

Enclosure(s): Procedures for Adoption

cc: Ashley Cornelison, Senior Planner, City of Kissimmee
Hugh Harling, P.E., Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

KEVIN J. THIBAUT, P.E.
SECRETARY

October 28, 2021

Ms. Ashley Cornelison
Senior Planner
City of Kissimmee
Development Services Department
101 Church Street
Kissimmee, Florida 34741-5054

SUBJECT: PROPOSED COMPREHENSIVE PLAN AMENDMENT
LOCAL GOVERNMENT: CITY OF KISSIMMEE
DEO #: 21-02ESR

Dear Ms. Cornelison,

The Department of Transportation has completed its review of the above Proposed Comprehensive Plan Amendment.

We appreciate the opportunity to participate in this review process. The proposed amendment is not anticipated to have significant adverse impacts to the State Highway System (SHS) or the Strategic Intermodal System (SIS); therefore, the Department has no technical assistance comments.

If you have any questions, you may contact me by phone at 386-943-5457 or by email at Channing.Maiolo@dot.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Channing Maiolo".

M. Channing Maiolo
Systems Planning Coordinator

C: Don Fisher, Osceola County
Tara McCue, ECFRPC
Heather Garcia, FDOT
Steve Shams, FDOT

Jennifer Carver, FDOT
D. Ray Eubanks, DEO
Kelly Corvin, DEO

From: [Plan_Review](#)
To: [Ashley Cornelison](#); dcpexternalagencycomments@deo.myflorida.com
Cc: [Plan_Review](#)
Subject: Kissimmee 21-02ESR Proposed
Date: Thursday, November 4, 2021 1:07:38 PM
Attachments: [image001.png](#)

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

To: Ashley Cornelison, Senior Planner

Re: Kissimmee 21-02ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Jumble

Unscramble these letters to form four ordinary words.

TKIYT
PLAAH
CRISCU
RESETO

Arrange circled letters to form answer, as suggested by cartoon.

Print your answer here:



Sudoku Puzzle

Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusively.

Level 1 2 3 4								
1						9	4	
3	8			1				
6		4				3		
				9	4	8		
		2		5		8		
			6	3	2			
	6					7		5
4	1			6			1	9
								6

Goren on Bridge

East-West vulnerable, South deals

NORTH
♠ Q 6
♥ 9 6
♦ Q J 5 3
♣ 9 6 5 4 2

WEST
♠ J 5 3
♥ Q J 10 5
♦ K 10 7
♣ K J 7

EAST
♠ 7 2
♥ 8 7 4 3
♦ 9 8 6 4 2
♣ 8 3

SOUTH
♠ A K 10 9 8 4
♥ A K 2
♦ A
♣ A Q 10

The bidding:
SOUTH 2♣ Pass 2♠ 4NT 5NT
WEST Pass Pass Pass Pass
NORTH 2♦ 3♠ 3♣ 6♠
EAST Pass Pass Pass All pass
Opening lead: Queen of ♥

North could not rebid three clubs at his second turn, as that would be artificial and a double negative, showing 0-3 points. The choice was between two no-trump and three spades, and North's choice was reasonable. Three spades showed a little something in the way of values,

With Bob Jones

and South barreled into slam. North's six-spade bid denied any lower ranking king, in the modern style.

South won the opening heart lead with his ace and saw that he had two entries to dummy — a heart ruff and the queen of spades. He could use those two entries to double finesse in clubs, giving him a 75 percent chance for an extra club trick. After a little thought he spotted something better — a line of play that would work against all reasonable splits in the various suits.

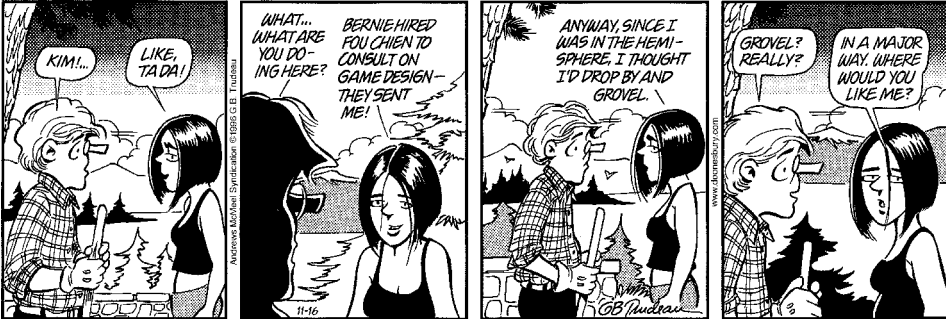
He cashed the ace of diamonds at trick two, followed by the king of hearts, and then ruffed a heart with dummy's low spade. He led the queen of diamonds from dummy and discarded the 10 of clubs from his hand. West won with the king and could do nothing to defeat the contract. West gave it his best shot by leading another heart, tempting South to ruff with dummy's queen. That would have made West's jack of spades the setting trick.

South did not fall for it. He ruffed in his hand and led a spade to dummy's queen. The queen of clubs was discarded on dummy's jack of diamonds. South crossed back to his hand with the ace of clubs, drew the outstanding trumps, and claimed his slam. Well played!

Bob Jones welcomes readers' responses sent in care of this newspaper or to Tribune Content Agency, LLC., 16650 Westgrove Dr., Suite 175, Addison, TX 75001. Email responses may be sent to tcaditors@tribune.com. © 2021 Tribune Content Agency, LLC.

DOONESBURY

BY GARRY TRUDEAU



Crossword

ACROSS

- 1 Outer border
5 Soft "Hey, you!"
9 Type of bagel
15 "Wuthering Heights" setting
16 "I have a bad feeling about this"
17 Removed, as a pencil mark
18 Automatic time-out near the end of each NFL half
21 Pay a call on
22 Auction offer
23 Medium-sized apple
24 Parts of an act
25 Dance named for a horse's gait
28 Here-there in-between
29 Guided sightseeing event in the "Gilligan's Island" theme

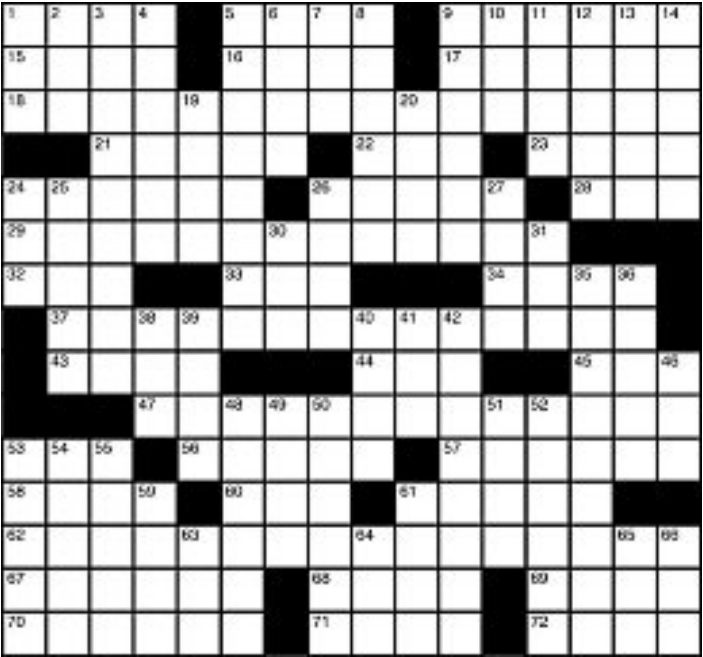
- 32 Biotech room
33 Paleozoic
34 Knocks firmly
37 Food-dropped-on-the-floor "policy"
43 Pulitzer author Jennifer
44 Reuben bread
45 LGBT History Mo.
47 1955 Marilyn Monroe film, with "The"

- 53 ___rock: music
56 Pricey watch
57 Pooch's plaything
58 Nagano noodle
60 Worksheet line
61 Noodle shape
62 Large-audience schedule item ... and what the four other longest answers comprise?
67 Anger to the max
68 Baker's appliance

- 69 Golfer Aoki
70 Fenway team
71 Viral internet item
72 "bye 4 now"
- DOWN**
1 Defib expert
2 The "D" in DJIA
3 Succeed impressively
4 Ferret's cousin
5 Grounds for bad behavior, say
6 Close
7 Drunkard
8 Law exam, familiarly
9 Jet Ski rival
10 Drop a fly, e.g.
11 Did a number
12 Lai or Thai
13 ___Park: Edison lab site

- 14 Mystery writers' award
19 "That makes sense"
20 Become limp
24 Mo. metropolis
25 Rub the wrong way
26 Chip dip, casually
27 Run smoothly, as an engine
30 Tram load
31 India-born author Santha Rama
35 Story line surprise
36 Italian for "dry"
38 Mil. hospitals
39 Part of DOE: Abbr.
40 African antelope
41 "Bill" the Science Guy": '90s TV show

- 42 When the story is due
46 "... hallowed be name"
48 Whirlpool
49 "The Time Machine" race
50 One raising her first child
51 Takes badly?
52 "Eureka!"
53 In accordance with
54 Michaels of "SNL"
55 "Thelma & Louise" car
59 Amo, __, amat ...
61 S, Am, Ac, K or Er
63 It may be inflated
64 Ill-fated fruit eater
65 Vote of opposition
66 Score in fútbol



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Daily Word Game

nervous (NERV-us): Uneasy and apprehensive.
Find: 24 words in NERVOUS.
Average: 19 words. **Time:** 30 minutes.

Rules: 1. Words must be four or more letters. 2. No four-letter plural words such as "bats" or "dies." 3. Use only one form of a verb. For example, either "pose" or "posed." 4. No proper nouns or slang words.

MT. PLEASANT

BY RICK MCKEE & KENT SLIGH



DILBERT

BY SCOTT ADAMS



Ticked off! @Amway Center

Dear Amway Center administrators, your size requirements for a clutch bag are preposterous. You can't even fit a phone into a purse that size. You can still be careful without being so restrictive. I've been to arenas in other cities like New York and Philadelphia and they're not nearly as ridiculous as Orlando.

I'm ticked off that Ticked off! moved its column to the puzzles page! I send Ticked off! to my 91-year-old mother in Grand Junction, Colo. She loves reading one before bedtime every night. Now I have to cut around the crossword puzzle answer, which I keep for my husband who does all the puzzles on the page! And I'm ticked off there isn't a Ticked off! every day! Come on! There must be enough ticked off people to keep my mother enter-

tained! Please consider running Ticked off! every day and going back to single column on the opposite side!

I'm ticked off! According to a certain insurance company ad, it's horrible to act like your parents. What is wrong with that? Most of our parents acted better than a lot of people of today. **In response** to your harsh criticism of the USPS and delivered packages to your wet porch in pouring rain. Are they to reschedule all their deliveries because you have not provided any shelter (bin, box, lean-to, etc.) for your deliveries? Good for the manager looking out for his/her employees doing their job! Oh, I know! You could get a P.O. Box to solve your problem! And to you others whining about USPS not answering phones, they are short staffed and waiting on their

customers on counter, etc. Use the USPS website, FAQ, etc. Where else can I pay a reasonable flat fee and know my package to my California sister will be there in 3-4 days and track it? Retired teacher who is happy your kids weren't in my class!

The flip side

A huge thank you to "Elena" at Florida Eye Clinic. You went above and beyond to alleviate the anxiety of this truly grateful elderly lady. May God bless you.

Need to vent?

Write to tickedoff@orlando.sentinel.com or flipside@orlandosentinel.com. Stay Ticked Off! at OrlandoSentinel.com/tickedoff.



Daily Word Game

NERVOUS: nevus, noes, nose, nurse, euro, rose, roue, rouse, rove, ruse, venous, verso, onus, ours, oven, over, user, senor, snore, sone, sore, sour, suer, sure

Jumble

Jumbled words: kitty, alpha, circus, stereo

Answer: What would Royboy do if his nose went on strike? — PICKET

1	2	7	3	8	6	5	9	4
3	8	5	4	1	9	6	7	2
6	9	4	5	2	7	1	3	8
7	3	6	9	4	8	2	5	1
9	4	2	7	5	1	8	6	3
8	5	1	6	3	2	9	4	7
2	6	3	1	9	4	7	8	5
5	7	8	2	6	3	4	1	9
4	1	9	8	7	5	3	2	6

ITEM 4.C

PUBLIC HEARING - SECOND AND FINAL READING - POLICE OFFICERS' RETIREMENT PLAN AMENDMENT: AMENDING SECTION 30-225 DROP PARTICIPATION PERIOD - PROPOSED ORDINANCE #21-14

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the second and final reading of the proposed ordinance for the Police Retirement Plan.

Explanation

This proposed ordinance amends Section 30-225, Deferred Retirement Option Plan (DROP) regarding the period of participation. The proposed ordinance removes the participation restriction so that a member may participate up to 60 months in the DROP, regardless of when the member becomes eligible for normal retirement or the member's age. Currently, members who choose to participate in the DROP program must do so within five years of reaching normal retirement or by age 55.

The Police Pension Board of Trustees recommends adoption of this proposed ordinance, which has been drafted by the plan's attorney. The plan's actuary has studied this proposal and has determined that there is no budget impact or cost associated with the adoption of the proposed ordinance.

Recommendation

Staff recommends approval of the second and final reading of proposed ordinance 21-14 to amend the Drop participation period for the Police Retirement Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

1. Police proposed Ordinance 21-14
2. No impact statement Police Drop participation proposed ord 21-14
3. MOU POLICE Proposed Ord 21-14 Change in Drop Entry Date for Sergeants
4. MOU POLICE Proposed Ord 21-14 Change in Drop Entry Date for Police Officers
5. Proposed Ord 21-14 Proof of Advertising (11-11-2021)

PROPOSED ORDINANCE NO. _____
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA,
AMENDING CHAPTER 30, PERSONNEL, ARTICLE III,
EMPLOYEE RETIREMENT, DIVISION 4, POLICE
OFFICERS' RETIREMENT PLAN, OF THE CODE OF
ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING
SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN
(DROP); PROVIDING FOR CODIFICATION; PROVIDING
FOR SEVERABILITY OF PROVISIONS; REPEALING ALL
ORDINANCES IN CONFLICT HERewith AND PROVIDING
AN EFFECTIVE DATE.**

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

SECTION 1: That Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-225, Deferred Retirement Option Plan (DROP), subsection (b)(3), to read as follows:

* * * * *

- (3) *Period of participation* . A member who elects to participate in the DROP under subsection (b)(2) of this section, shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. ~~In no event, however, may a member participate in the DROP beyond the date which is five years from the date on which the member first becomes eligible for normal retirement, or age 55, whichever is later.~~ An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. An election to participate in the DROP shall not constitute a change in the participant's right to continued employment. Any retiree who has retired under normal retirement who did not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Kissimmee.

SECTION 3: If any section, subsection, sentence, clause or phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: That this Ordinance shall become effective upon its adoption.

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

AYES: NAYS:

Said motion having been duly carried, thereupon, Mayor-Commissioner declared said Ordinance duly passed and adopted the ____ day of _____, 2021.

Mayor-Commissioner

ATTEST:

City Clerk



August 23, 2021

VIA EMAIL

Board of Trustees
City of Kissimmee
101 North Church Street
Kissimmee, FL 34741-5013

Re: City of Kissimmee
Municipal Police Officers' Retirement Plan

Dear Board:

In response to Scott Christiansen's letter dated June 2, 2021, we have reviewed the proposed Ordinance (identified on page 2 as "dm/kiss/pol/06-02-21.ord") removing a restriction on DROP participation so that the maximum DROP participation period is 60 months, regardless of when the member becomes eligible for normal retirement or the member's age.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas H. Lozen'.

Douglas H. Lozen, EA, MAAA

cc: Scott R. Christiansen, Board Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KISSIMMEE
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC**

WHEREAS, the City of Kissimmee, Florida (City) and the Florida Police Benevolent Association, (Sergeants Unit, Cert #1356), hereinafter PBA, entered into a Collective Bargaining Agreement (CBA) dated October 1, 2021, to September 30, 2024 which was ratified by the City Commission on August 3, 2021; and

WHEREAS, on September 28, 2021, the State of Florida Public Employees Relation Commission (PERC) revoked Certificate number 1356, previously issued to the PBA and issued Certification number 2011 to the Florida State Lodge, Fraternal Order of Police, Inc., hereinafter (FOP) as the exclusive bargaining representative for all full time Police Sergeants, except the Professional Standards (Internal Affairs) Sergeant, employed by the City of Kissimmee; and

WHEREAS, During the September 14, 2021 Police Pension Board meeting, the Board of Trustees recommended a change to the Deferred Retirement Option Plan (Drop) ordinance to be brought to the City of Kissimmee Commission for approval; and

WHEREAS, the parties agree that it is in the best interest of the members for the City to move forward with advertising and adopting an ordinance that would implement these plan changes immediately, rather than waiting for the next labor negotiations session in 2022.

NOW THEREFORE the FOP and the City of Kissimmee, mutually agree as follows:

1. *Recitals.* The above recitals are true and correct and incorporated herein by reference.
2. Police Officers Retirement Plan, of the Code of Ordinance of the City of Kissimmee proposed changes shall be as follows:

Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-225, Deferred Retirement Option Plan (DROP), subsection (b)(3), to read as follows:

(3) Period of participation. A member who elects to participate in the DROP under subsection (b)(2) of this section, shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. ~~In no event, however, may a member participate in the DROP beyond the date which is five years from the date on which the member first becomes eligible for normal retirement, or age 55, whichever is later.~~ An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. An election to participate in the DROP shall not constitute a change in the participant's right to continued employment. Any retiree who has retired under normal retirement who did

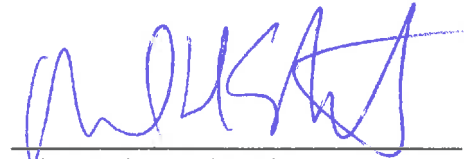
not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein.

4. *Effective Date.* The parties agree that the City may proceed with implementing the retirement plan changes effective upon adoption of the ordinance by the City of Kissimmee City Commission.

IN WITNESS WHEREOF, the parties hereto agree to and

Signed this 4th day of November, 2021.

FOR THE CITY:



Mike Steigerwald, City Manager

FOR THE UNION:



Ned Golden, for FOP

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KISSIMMEE
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC**

WHEREAS, the City of Kissimmee, Florida (City) and the Florida State Lodge Fraternal Order of Police (Police Officers, Corporals, and Detectives Unit, Cert #1937), hereinafter FOP, entered into a Collective Bargaining Agreement (CBA) dated October 1, 2021, to September 30, 2024 which was ratified by the City Commission on September 14, 2021; and

WHEREAS, During the September 14, 2021 Police Pension Board meeting, the Board of Trustees recommended a change to the Deferred Retirement Option Plan (Drop) ordinance to be brought to the City of Kissimmee Commission for approval; and

WHEREAS, the parties agree that it is in the best interest of the members for the City to move forward with advertising and adopting an ordinance that would implement these plan changes immediately, rather than waiting for the next labor negotiations session in 2022.

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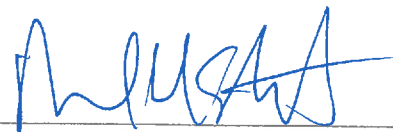
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4. *Effective Date.* The parties agree that the City may proceed with implementing the retirement plan changes effective upon adoption of the ordinance by the City of Kissimmee City Commission.

IN WITNESS WHEREOF, the parties hereto agree to and

Signed this 28th day of October, 2021.

FOR THE CITY:


Mike Steigerwald, City Manager

FOR THE UNION:


Ned Golden, for FOP

PROOF OF PUBLICATION
From

In THE MATTER OF:
NOTICE OF PUBLIC HEARING AND
SECOND READING
ORDINANCE 21-14

FIRST PUBLICATION: November 11, 2021
LAST PUBLICATION: November 11, 2021

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared Pamela Bikowicz, who on oath says that she is the Business Manager of the Osceola News-Gazette a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

November 11, 2021,

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

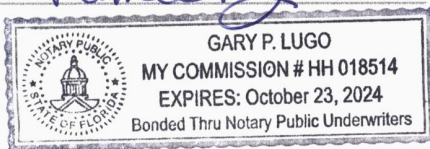
Sworn and subscribed before

me by Pamela Bikowicz, who is

personally known to me, this

November 11, 2021

Pamela B.



Gary P. Lugo

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, November 16, 2021, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, December 7, 2021, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 21-14

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
November 11, 2021



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741

Phone: (407) 846-7600 Fax: (321) 402-2946

Email: legalads@osceolanewsgazette.com

You can also view your Legal Advertising on

www.AroundOsceola.com or
www.FloridaPublicNotices.com

Ad#35500

ITEM 5.A

PUBLIC HEARING - PROGRAM YEAR 2020-2021 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Request

This public hearing for the approval of Program Year 2020-2021 CDBG Consolidated Annual Performance and Evaluation Report (CAPER) has been re-advertised for the December 21, 2021 Commission meeting.

Explanation

The public hearing for the Program Year 2020-2021 CDBG Consolidated Annual Performance and Evaluation Report (CAPER) was originally advertised for the December 7, 2021 meeting but has been re-advertised for the December 21, 2021 Commission meeting. This is due to delays the City experienced in obtaining approval from the U.S. Department of Housing and Urban Development (HUD) on amendments approved by the City Commission earlier this year that need to be reflected in the report.

Recommendation

As this Public Hearing has been re-advertised, no action is necessary.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

None

ITEM 7.A
COMMISSION MINUTES APPROVAL

Request

Request Commission approval of the November 16, 2021 Commission Minutes.

Explanation

Minutes of the Commission meeting held on November 16, 2021 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Commission Minutes - November 16 2021



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, NOVEMBER 16, 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, Deputy City Manager Desiree Matthews, City Attorney Olga Sanchez de Fuentes, Record Specialist Eugenio L. Morales

Members Absent: Assistant City Manager Austin Blake, City Clerk Linda Hansell

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 SWEARING IN FOR NEW POLICE OFFICERS (PRE-RECORDED)

Swearing in and administering oaths to new hires not previously sworn in during the COVID-19 Pandemic.

Police Chief Jeffrey O'Dell shared a video of the Swearing in Ceremony held for the newest group of Officers hired by the City.

3.B CHIEF'S SPECIAL AWARD RECOGNIZING THE COMMUNITY RECOMMENDATION PANEL

Chief Jeffrey O'Dell will present the Chief's Special Award to the Community Recommendation Panel.

Chief O'Dell thanked the Community Recommendation Panel for their willingness to serve and presented them with the Chief's Award and a Certificate of Appreciation.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - FIRST READING - POLICE OFFICERS' RETIREMENT PLAN

AMENDMENT: AMENDING SECTION 30-225 DROP PARTICIPATION PERIOD

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of the first reading of the proposed ordinance for the Police Retirement Plan.

City Attorney Sanchez de Fuentes read the proposed ordinance# 21-12.

The City Manager Steigerwald reviewed the proposed changes and recommended approval after holding the public hearing.

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

Commissioner Fisher moved to approve the Public Hearing. 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

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - ADOPTION OF RESOLUTION TO AMEND THE CITY'S FY 2020-2021 OPERATING BUDGET

Approval to adopt resolution #28-2021 amending the City's operating budget for 2020-2021.

City Manager Steigerwald provided detail to the Commission on the requirement of adopting a resolution to amend the City budget recommended approval after holding the public hearing.

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

Commissioner Fisher moved to approve the Public Hearing and adopt Resolution # 28-2021. Commissioner Castano 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.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

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

Motion carried 5 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission Approval of the November 2, 2021, Commission Minutes.

7.B CHANGE ORDER NO. 3, TO ADJUST THE CONTRACT PRICE WITH SOUTHERN DEVELOPMENT AND CONSTRUCTION, INC. FOR THE CHURCH STREET IMPROVEMENT PROJECT CLOSEOUT

Approval of deductive Change Order No. 3 for the Church Street Improvement project to decrease the contract total, in the amount of \$9,832.79, due to scope reduction for project closeout.

7.C AUTHORIZATION TO ACCEPT FY2021 BULLETPROOF VEST PARTNERSHIP GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE PROGRAMS

The Police Department requests the Commission's acceptance of the Fiscal Year 2021 Bulletproof Vest Partnership Grant from the United States Department of Justice Office of Justice Programs.

7.D BUDGET AMENDMENT TO RECLASSIFY DEVELOPMENT SERVICES PLANNING POSITION

Approval of an amendment to the Development Services Department budget to reclassify a Planner II position to a Senior Planner position.

7.E WORK ORDER NO. 1, ADDENDUM TO THE CONTRACT PRICE AND SCOPE OF WORK WITH METRO CONSULTING GROUP, LLC FOR THE LYNDELL DRAINAGE IMPROVEMENT PROJECT NO. 2.

Approval to increase Work Order No.1 with Metro Consulting Group, LLC for the Lyndell Drainage Improvement Project No.2 in the amount of \$83,000.

7.F ADVERTISING FUNDING FROM EXPERIENCE KISSIMMEE FOR KISSIMMEE GATEWAY AIRPORT

Request Commission approval to accept advertising funding in the amount of \$20,000.00 from Experience Kissimmee for Kissimmee Gateway Airport

7.G MINISTERIAL APPROVAL - FIRE PENSION BOARD - DAN GARAGUSO JR

Request City Commission approval of the ministerial re-appointment of Dan Garaguso Jr. as the fifth member of the Fire Pension Board.

7.H CHANGE ORDER NO. 2 WITH GOMEZ CONSTRUCTION AND AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR SECURITY IMPROVEMENTS AT KISSIMMEE GATEWAY AIRPORT

Approval of Change Order No. 2 with Gomez Construction, and an Amendment to the Public Transportation Grant Agreement with Florida Department of Transportation (FDOT) for Airport Security Improvements Project in the amount \$27,167.00.

7.I APPROVAL TO PURCHASE CHEMICALS USING THE LAKE COUNTY AGRICULTURAL CHEMICALS CONTRACT (NO. 21-0705A) WITH HELENA AGRI ENTERPRISES, LLC

Authorization to execute the agreement between Helena Agri Enterprises, LLC and the City of Kissimmee to allow piggyback purchasing from the Lake County Contract No. 21-0705A.

7.J FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN LALA & LOLO, LLC AND THE CITY OF KISSIMMEE FOR CONCESSION SERVICES AT RUBY PLAZA CAFE

Approval of the First Amendment to the Concession Agreement between Lala & Lolo, LLC and the City of Kissimmee for concession services at Ruby Plaza Cafe and the City of Kissimmee

7.K CONTRACT RENEWAL FOR INTERNET SERVICE PROVIDER - SUMMIT BROADBAND

Approval to renew a three-year contract with Summit Broadband to provide dedicated Internet Access in an amount not to exceed \$59,400. This item is budgeted and will be funded in the Central Services Fund.

7.L FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN KISSIMMEE MARINA BY LAKE TOHO, LLC AND THE CITY OF KISSIMMEE FOR BAIT, TACKLE, AND CONCESSION SERVICES AT BIG TOHO MARINA

Approval of the First Amendment to the Concession Agreement between Kissimmee Marina by Lake Toho, LLC and the City of Kissimmee

7.M CITY OF KISSIMMEE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN AND RESOLUTION

Approval of the Americans with Disabilities Act (ADA) Transition Plan and Resolution update.

Resolution # 29-2021 (Exhibit "A").

7.N FEDERAL AVIATION ADMINISTRATION AIRPORT RESCUE GRANT PROGRAM

Approval to accept a Federal Aviation Administration (FAA) Airport Rescue Plan Act (ARPA) Airport Grant Agreement of \$148,000.00 for COVID-19 Public Health Emergency for the Kissimmee Gateway Airport.

7.O APPROVAL TO ADJUST THE FISCAL YEAR 2020-2021 BUDGET

Approval to adjust the budget for fiscal year 2020-2021 due to line-item variances in certain department budgets.

8. DISCUSSION ITEMS

8.A AMENDED LEGISLATIVE PRIORITIES 2022

Approval to add Commercial Solid Waste Expansion to the previously approved Legislative Priorities list.

City Manager Steigerwald reviewed the addition of a Legislative Priority for Solid Waste Expansion and informed the Commission of the ability to apply for federal funding. Staff recommends approval.

The Commission questioned some of the specifications on the equipment when being purchased abroad. City Manager Steigerwald confirmed we have national vendors who can supply the

components that are needed.

Commissioner Castano made a motion to approve the 2022 Legislative Priorities. Commissioner Fisher seconded the motion.

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

NAY: None

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald reminded the Commission of the Tree Lighting Event being held on Saturday, November 27, 2021. Small Business Saturday will be held in partnership with Kissimmee Main Street and will be hosting the tree lighting ceremony.

City Manager Steigerwald stated he will be out of the office next week and Deputy City Manager Matthews will be Acting City Manager.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER FISHER

Commissioner Fisher stated he would be out of town and not available for the Tree Lighting Ceremony.

COMMISSIONER ALVAREZ

Nothing.

COMMISSIONER CASTANO

Commissioner Castano wished everyone a Happy Thanksgiving.

COMMISSIONER ORTIZ

Nothing.

MAYOR GONZALEZ

Mayor Gonzalez wished everyone a Happy Thanksgiving and thanked them for attending the meeting.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:18 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Resolution # 29-2021
City of Kissimmee Americans with Disabilities Act (ADA) Transition Plan
Item 7.M

ITEM 7.B**APPROVAL OF A RESOLUTION AUTHORIZING THE ACQUISITION OF FIRE FIGHTING APPARATUS****Request**

Approval of a Resolution authorizing the City to acquire fire fighting apparatus using the lease-financing purchase agreement and buy back agreement through the collaboration and partnership of South Florida Emergency Vehicles, Leasing 2 Inc., and Brindlee Mountain Fire Apparatus, LLC. Staff also requests authorization for the City Manager to act as Lessee Authorized Signatory to execute and deliver any subsequent related documents necessary for the consummation of the transactions for this Lease-purchase and Deferred Purchase Value Agreement.

Explanation

The City of Kissimmee Fire Department requests Commission authorization for the Mayor to execute the lease-finance purchasing agreement with Leasing 2 Inc., for one (1) Sutphen Custom Pumper. The total annual cost of the lease shall be \$90,111.86 for a term of five (5) years, with a balloon payment of \$242,434 due November 15, 2028. Staff requests Commission authorization for the Mayor to execute the Deferred Purchase Value Agreement to sell the truck to Brindlee Fire Apparatus, LLC for \$242,434 at the end of the lease period. Staff requests Commission authorization for the City Manager to act as Lessee Authorized Signatory to execute and deliver any subsequent related documents necessary for the consummation of the transactions for this Lease-purchase and Deferred Purchase Value Agreement.

The City Commission previously approved a similar deal in January 2020, when it was determined that it was economically advantageous and in the best interest of the City to utilize this unique purchasing process to acquire the fire fighting apparatus. The primary benefit of moving to the lease purchase model is that, for the same costs we currently budget for traditional purchases of new and replacement apparatus, our apparatus can be replaced more frequently since pre-approved resale arrangements will be in place at the time of purchase. This resale date varies with the type of truck we purchase but is timed to save the substantial maintenance costs typically experienced during the final years of the useful life of our fleet. The end result will be a newer, more reliable fleet with less downtime and lower maintenance expenses.

Due to the lag in equipment delivery times, Staff is seeking approval to order the apparatus early. The anticipated delivery date is November 2023, at which point in time annual lease payments referenced above will begin.

This proposed approach was analyzed by staff and found to be more fiscally and operationally beneficial than the traditional purchase arrangement. The annual lease payments for this apparatus will be paid from the Local Option Sales Tax Fund from monies that were originally budgeted to purchase this equipment. The above referenced annual lease payments will begin when the equipment is received, which is expected to occur in November 2023. The balloon payment that will be required in 2028 will be included in the 5-year Capital Budget in future years.

Recommendation

Staff recommends approval to acquire fire fighting apparatus using the lease-financing purchase agreement and buy back agreement through the collaboration and partnership of South Florida Emergency Vehicles, Leasing 2 Inc., and Brindlee Mountain Fire Apparatus, LLC.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Resolution
2. Purchase Agreement - Sutphen (2)
3. Deferred Purchase Value Agreement-Brindlee Mountain

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
KISSIMMEE, PROVIDING FOR ACQUISITION OF FIRE
FIGHTING APPARATUS.**

WHEREAS, the City of Kissimmee, Florida, a Florida municipal corporation (“CITY”) has determined that a true and very real need exists for the acquisition of Fire Fighting Apparatus, specifically a Fire Pumper Truck for the health, safety and welfare of the community which will be used solely for essential government purposes and not for private business use; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e. costs of preparing bid specifications, advertising, etc.): and;

WHEREAS, Pursuant to 4.3.1.1 of the City’s Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivision when in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process SOURCEWELL, formerly known as National Joint Powers Alliance, a national cooperative purchase service organization, as Lead Public Agency entered into Master Agreement (Contract #022919-SUT) effective April 16, 2018, through April 15, 2022, with SUTPHEN CORPORATION, for Fire Fighting Apparatus, which allows other public agencies in need of similar products to make purchases through the existing contract; and

WHEREAS, SOUTH FLORIDA EMERGENCY VEHICLES (SFEV) is the local authorized dealer for SUTPHEN CORPORATION, which in corroboration with LEASING 2 INC. and has provided the CITY with a unique financing proposal for a Lease Financing-Purchasing Agreement and Escrow Agreement and a deferred Purchase Value Agreement with BRINDLEE MOUNTAIN FIRE APPARATUS, LLC.: and;

WHEREAS, CITY has determined that it is economically advantageous and in the best interest of the CITY and the community to acquire Fire Apparatus using this unique financing and buy back structure solely offered through the collaboration and partnership of SFEV Leasing 2 Inc., and Brindlee Mountain Fire Apparatus, LLC.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct.

Section 2. The City Commission hereby accepts the proposal submitted by Leasing 2, for the lease of one (1) Sutphen Custom Pumpers. The total annual cost of the lease shall be \$89,189.54 for a term of five (5) years, with a balloon payment of \$242,434 due November 15, 2028. It is the intent of the City to exercise their rights under the Deferred Value Agreement mentioned below in Section 4, and sell the trucks to Brindlee Fire Apparatus, LLC, for \$242,434.

Section 3. The City Commission does hereby authorize the Mayor to sign the Lease Purchase and Escrow Agreement with Leasing 2, Inc. and further authorizes the City Manager to execute and deliver any subsequent related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase and Escrow Agreements.

Section 4. The City Commission authorizes the Mayor to execute the Deferred Value Agreements with Brindlee Mountain Apparatus, LLC, a copy of which is attached hereto and incorporated herein, and further authorizes the City Manager to execute and deliver any subsequent related documents necessary to the consummation of the transactions contemplated by the Deferred Purchase Value Agreements.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED in Regular Session this _____ day of _____, 2021.

CITY OF KISSIMMEE, FLORIDA

By: _____

Olga Gonzalez, Mayor-Commissioner

ATTEST:

By: _____

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

LEASE FINANCING PROPOSAL

Page 284 of 1036

Requested by
South Florida Emergency Vehicles

Representing



Presented To (As Lessee)
City of Kissimmee, FL

Proposal Date:	November 22, 2021
Equipment Description:	(1) 2022 Sutphen Custom Monarch Pumper with Sourcewell Contract 022818 SUT
Commencement Date:	December 15, 2021
	<u>Option 1</u>
Equipment Cost:	\$625,600
Prepay Discount:	<u>\$16,422</u>
Amount Financed:	\$609,178
Lease Term:	5 Years
First Payment Date:	12/15/2023
Payment Frequency:	Annual
Lease Rate:	2.62%
Payment Amount:	\$90,111.86
Balloon:	\$242,434
Balloon Due Date:	11/15/2028

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:



Leasing 2, Inc.

Contact: Brad Meyers
 Phone: 800-287-5155 x12
 Date: November 22, 2021
 Email: bmeyers@leasing2.com
 Web: www.leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: November 22, 2021

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Kissimmee, FL

Name of Lessee

 Authorized Signature

 Date

 Printed Name Of Authorized Signature

 Title

 Contact Name (If Different Than
 Authorized Signature)

 Contact Phone

 Contact E-Mail Address

 Last month of your budget year?

*Please complete the above information and **fax or email** all pages of the proposal to
 813-258-9333 / bmeyers@leasing2.com*



**** Important: A Resolution will be required with the lease contract ****

**In the event that you require board action to sign this proposal,
 please call us so that we may forward the preferred form for the meeting.**

Brindlee Mountain Fire Apparatus, LLC

Deferred Purchase Value Agreement

This contract is entered into on the 11th day of October, 2021 by and between Brindlee Mountain Fire Apparatus, LLC, an Alabama Limited Liability Corporation, hereinafter referred to as "BMFA" and City of Kissimmee, a(n) City in Florida, hereinafter referred to as the "End-User" further, hereinafter collectively referred to as the "Parties."

BMFA for the sum of ten (\$10.00) dollars and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged agrees to provide a "Deferred Purchase Value" to "End-User" during the term specified herein. The "Deferred Purchase Value" specified herein shall be subject to the terms, conditions and limitations specified herein. BMFA will have no obligation to honor the "Deferred Purchase Value" detailed herein if "End-User" fails to meet its obligations hereunder or in the case the Apparatus fails to meet the conditions as required and specified herein. Further, BMFA will have no obligation to honor the "Deferred Purchase Value" if the Apparatus contemplated herein has not been shipped from the manufacturer to the "End-User" within the twenty-two (22) month or six-hundred-sixty (660) day period after the date this Agreement is executed or after the expiration of the five (5) year period after the shipment date of the Apparatus by the manufacturer to "End-User", unless the "End-User" and BMFA enter into a written extension prior to the expiration of each such period.

Now, therefore; in consideration of the foregoing, the Parties hereto agree as follows:

Deferred Purchase Value:

BMFA hereby offers and agrees to pay the value as detailed in **Exhibit B** entitled "**Deferred Purchase Values**" for the Apparatus and Equipment fully described and detailed in **Exhibit A** entitled "**Apparatus and Equipment Description**", provided that all options and equipment included in the bill of materials by the Original Equipment Apparatus Manufacturer are present at the time of surrender of the Apparatus and the Apparatus meets or exceeds the conditions as described in **Exhibit D** hereto entitled "**Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder**". Further, each Apparatus will be required to undergo and successfully pass a National Fire Protection Association, hereinafter referred to as "NFPA", pump test and an annual NFPA ladder/aerial inspection, if applicable, by a qualified third party, acceptable to BMFA, prior to the payment of the **Deferred Purchase Value** to "End-User" by BMFA. The standards and specifications for the NFPA tests and/or certifications will be those in force at the time of the inspection from time-to-time.

"End-User" hereby agrees to pay BMFA the sums shown in **Exhibit C** hereto entitled "**Early Termination Payments**", in the case for any reason whatsoever "End-User" exercises its right to terminate this Agreement before its expiration. Early termination of this Agreement will cause BMFA substantial harm; therefore "End-User" must pay the amount shown for the applicable time-frame as shown in **Exhibit C** hereto entitled "**Early Termination Payments**" to partially compensate BMFA for the damages it will suffer from the early termination of this Agreement. "End-User" understands that time is of the essence and it must honor its obligations hereunder in a timely fashion. If "End-User" fails to provide the required notice to BMFA or fails to pay the "**Early Termination Payments**" detailed in **Exhibit C** hereto, it shall be in default of this Agreement and BMFA shall be entitled to compensatory damages for all of the costs associated with "End-User's" default and shall, in addition to any and all compensatory damages, be entitled to any and all punitive damages a court of competent jurisdiction shall award without limit.

Responsibilities of BMFA:

BMFA will pay to "End-User" at any time prior to the expiration or termination of this Agreement by the "End-User" the sum shown on the attached **Exhibit B** entitled "**Deferred Purchase Value**" subject to the paragraph below entitled "**Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder**".

Responsibilities of End-User:

"End-User" will maintain the Apparatus under the Manufacturer's Recommended Preventative Maintenance Schedule; comply with obligations of the Manufacturer's Warranty; and maintain a complete record of all preventative maintenance warranty, and other repairs made to the Apparatus from the date of acceptance from the manufacturer to the date of surrender of the Apparatus to BMFA.

Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder:

The **Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder** are detailed in **Exhibit D** hereto. The "End-User" acknowledges and agrees that it fully understands that BMFA has no obligation to honor the **Deferred Purchase Value** shown in **Exhibit C** hereto if the Apparatus does not fully meet the criteria described fully in **Exhibit D**; however it agrees to have the deficiencies repaired or to negotiate the Deferred Purchase Price with BMFA, in good faith, to compensate for the deficiencies in the condition at the time of surrender. If "End-User" and BMFA fail to negotiate an amended Purchase Price,

acceptable to both parties, for the Apparatus; "End-User" and BMFA shall submit the matter to Binding Arbitration to a panel of three qualified Arbitrators under the rules of the American Arbitration Association to determine the fair value of the Apparatus. If BMFA is not willing to honor the value as determined by the Arbitrators, "End-User" will no longer be bound by this Agreement and may retain, sell or dispose of the Apparatus in any manner and at any price it sees fit.

Further, "End-User" agrees it has the responsibility to notify BMFA of any material changes in the value of the Apparatus covered by this Agreement including, but not limited to, accidental damage or collision, modifications, significant system failure or if the Apparatus fails to meet the required annual certifications as required by NFPA standards or otherwise as may be amended from time to time. If the Apparatus is destroyed at any time while this Agreement is in effect, "End-User" will offer the salvage, if it owns such salvage and/or inform its insurance company of BMFA's interest in acquiring such salvage on a first-right-of-refusal basis to BMFA. Further, "End-User" shall include BMFA as a potential vendor for the repair of the Apparatus if it is damaged by collision or otherwise.

Indemnification:

Each party to this Agreement indemnifies the other for any and all actions it undertakes. No action will be taken by either party against the other with the exception of a default by one of the parties to a specific requirement of said party as provided for herein.

Exclusivity:

"End-User" hereby acknowledges and agrees that execution of this Agreement gives BMFA the sole right to market and sell the Apparatus covered hereunder for the duration of this Agreement. "End-User" will not advertise, offer to sell, in any fashion, sell or otherwise transfer ownership in the Apparatus without first paying the required sum to BMFA, as required hereunder, and receiving a full release from BMFA subsequent to payment of the Value show in Exhibit C which BMFA shall immediately send to "End-User" upon receipt of payment in full in the form of a "Cashier's Check" or "Wire Transfer" drawn on an acceptable Bank.

Jurisdiction:

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Florida. Each Party to this Agreement hereby irrevocably consents to the jurisdiction of any state or federal court located in Osceola County in the State of Florida.

Term:

This agreement will be valid and enforceable for a period of five (5) years or sixty (60) months from the date the Apparatus is shipped to the "End-User" by the manufacturer specified below; providing up to twenty-two (22) months total for "End-User" to order and the manufacturer to produce and ship the Apparatus, within ninety (90) days after the execution of this Agreement "End-User" will complete and place its purchase order for Apparatus with the manufacturer so named here: Sutphen Corporation; and the specified manufacturer will have six-hundred-sixty (660) days to produce and ship the Apparatus to the "End-User". This Agreement will be void and of no effect after a period of five (5) years from the date the Apparatus is shipped to the "End-User" by the manufacturer and the five (5) year term shall commence no later than twenty-two (22) months or six-hundred-sixty (660) days subsequent to the execution of this Agreement by the "End-User" and BMFA. If the Apparatus contemplated by this Agreement is not shipped by the manufacturer by the end of the twenty-second (22th) month provided for herein, "End-User" and BMFA must both re-evaluate the **"Deferred Purchase Value"** specified in **Exhibit B** and amend this Agreement, in writing, or this Agreement will be Void and BMFA will have no further obligation to "End-User". This Agreement may be terminated by the "End-User" at any time by providing written notice to BMFA; provided however the "End User" must give said notice a minimum of one-hundred-eighty (180) days prior to the expiration of this Agreement and pay the Early Termination Payment specified in Exhibit C hereto entitled "Early Termination Payments". If "End-User" chooses to terminate this Agreement by giving the required notice, as provided herein, at any time prior to one-hundred-eighty (180) days prior to its expiration, "End-User" shall be responsible to pay the amount specified in **Exhibit C** hereto entitled **"Early Termination Payments"** concurrent with its Notice of Termination and if the Early Termination Payment specified for the time-frame of the Early Termination is not included with said Notice, this Agreement shall remain in full force and effect until the receipt of the amount specified in **Exhibit C** for the time period as of the date payment is received, in full. Subsequent to receipt of the specified Payment provided for in **Exhibit C** entitled **"Early Termination Payments"**, in full, by BMFA from "End-User" neither Party will have any obligation to the other under this Agreement.

Interest and Penalties:

"End-User" understands and agrees that time is of the essence and "End-User" agrees to the following specific Interest and Penalties if it fails to honor any or all of its obligations in a timely manner. Any Early Termination Payment that becomes past due for more than thirty (30) days will bear interest at eighteen (18%) percent or the highest rate allowed by law in the State of Alabama. Further, "End-User" understands and agrees it will bear all of the cost of collection of any and all Early Termination Amounts due to BMFA which become more than sixty (60) days past due, including reasonable collection fees and attorney fees.

Notices:

Any notice required or permitted to be provided hereunder will be in writing and delivered by either (a) certified mail, return receipt requested, postage prepaid; (b) hand delivery; (c) reputable overnight courier service, freight prepaid, requiring the signature of the party to whom the notice is sent. No notice to either party will become valid and enforceable without proof of delivery by the party serving notice to the other. Notices should be addressed as follows:

If to BMFA: Brindlee Mountain Fire Apparatus, LLC
 15410 Highway 231
 Union Grove, AL 35175
 Telephone: 256-498-0188
 Facsimile: 256-498-0924
 Attention: James F. Wessel, President

If to "End-User": City Manager, City of Kissimmee, FL
 101 Church Street
 Kissimmee, FL 34741
 cc: City of Kissimmee Fire Department
 Telephone: _____
 Facsimile: _____
 Attention: _____

Entire Agreement:

This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements and understandings relating to the matters provided for herein, including any verbal representations made on behalf of BMFA by any member of its staff other than a duly authorized officer of BMFA. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing and executed by a duly authorized representative of each Party.

In Witness Whereof, BMFA and the "End-User" have executed or caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

a(n) _____

By: _____
Name (print): _____
Title: Its: _____

Brindlee Mountain Fire Apparatus, LLC
an Alabama Limited Liability Corporation

By: James F. Wessel
Name (print): James F. Wessel
Title: Its: President

Exhibit A:	"Apparatus and Equipment Description"
Exhibit B:	"Deferred Purchase Values"
Exhibit C:	"Early Termination Payments"
Exhibit D:	"Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder"

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT A

APPARATUS AND EQUIPMENT DESCRIPTION

Vehicle Year of Manufacture:	2022
Chassis Manufacturer:	Sutphen
Body Manufacturer:	Sutphen
Apparatus Type:	Pumper with 1000 water tank
VIN:	TBD

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT B

DEFERRED PURCHASE VALUES

Deferred Purchase Value: \$242,434.00

Period/Term: 60 Months

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT C

EARLY TERMINATION PAYMENTS

- Period / Term begins at date of shipment of apparatus (as described in Exhibit A) from manufacturer's facility (as described in paragraph entitled "Term of the "Deferred Purchase Value Agreement". Any early termination agreement shall result in \$25,000 paid to BMFA.

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT D

**“Specific Conditions and Requirements for Apparatus upon Surrender and
Application for Payment Hereunder”**

1. At time of surrender, apparatus must pass a standard NFPA pump and/or aerial test, if applicable, conducted by an independent third party acceptable to BMFA.
2. At time of surrender, apparatus must be free of any rust, corrosion, oxidation, and any cosmetic deficiencies.
3. At time of surrender, title free of lien must be transferred to Brindlee Mountain Fire Apparatus, LLC.
4. At time of surrender, apparatus must have less than 75,000 miles, based upon the odometer with “End-User” certification that odometer reflects all mileage and has not been replaced or tampered with.
5. At time of surrender, if apparatus has suffered any damage as a result of collision, fire, wind, flood, or other event which would affect Deferred Purchase Value “End-User” must disclose the details of such damage to BMFA. If such damage has been repaired to Manufacturer’s specifications and to the satisfaction of BMFA, BMFA will continue to honor Deferred Purchase Value. If such damage has not been repaired, or is unrepairable, BMFA will not be obligated to honor Deferred Purchase Value, but would be agreeable to re-evaluating possible purchase of apparatus at an adjusted value.

ITEM 7.C**PURCHASE AND INSTALL NEW VARIABLE AIR VOLUME (VAV) SYSTEMS USING TRANE U.S. INC. CONTINUING SERVICES AGREEMENT****Request**

Request approval to purchase and install the replacement VAV systems via the continuing services contract with Trane for City Hall (2nd and 3rd floors) for a total cost of \$153,244.00.

Explanation

Initial approval to purchase the replacement of the VAV system was approved in the Fiscal Year 21-22 budget (Project CS2228) at an estimated cost of \$163,200. Facilities management staff seeks approval to initiate the VAV system project for City Hall's second and third floors at a cost of \$153,244.

On February 18, 2020, the City commission executed a continuing services agreement with Trane U.S., Inc. to provide comprehensive HVAC products and installation services. Trane has presented the City with a HVAC solution that will help the City of Kissimmee reach its performance goals and objectives. The proposed project will provide a control system that will help achieve a comfortable building environment for the people who occupy the building. Trane will provide a reliable building management system and control products that improve system performance.

Key benefits will be upgraded from legacy controls and failing worn gear air dampers to the latest Trane BACnet Wireless controls. Serviceable parts are readily available for reduced downtime and ease of access, efficient system control with Trane programming and software tools. The replacement will consist of forty-three (43) VAV controllers, air dampers and space temperature sensors.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56045606-506393	CS2228	Decrease	\$163,200.00	\$153,244.00

Financial Summary:

Adequate funds are available in the Central Services fund for this project.

Recommendation

Staff recommends Commission approval to purchase and install the replacement VAV systems using the Trane continuing services contract for a total cost of \$153,244.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

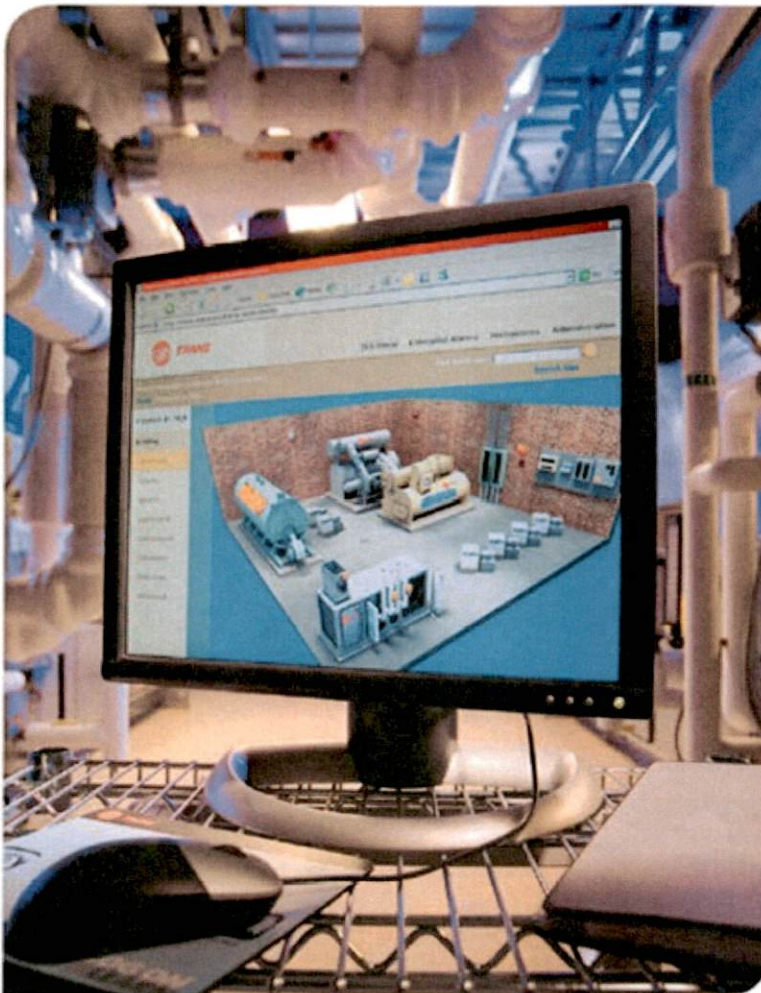
Presenter:

Attachment(s):

1. Trane Controls Proposal for City Hall VAV's
2. Public Works & Engineering Work Order Form



Trane Controls Proposal



Controls Proposal For:

Javier Romero
Facilities Maintenance Supervisor
M: (407) 799-7450

City of Kissimmee
100 North Alaska Ave
Kissimmee, FL 34741 U.S.A.

Local Trane Office:

Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:

Nathan Bloom
Account Manager Controls
Cell: (407) 509-7141
Office: (407) 660-1111

Allison Hunt
Account Manager

Proposal ID: 3136008

Date: November 3, 2021



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help City of Kissimmee reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from City of Kissimmee to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits City of Kissimmee should expect from this project are highlighted below.

- Upgrade from legacy controls and failing worm gear air dampers to the latest Trane BACnet Wireless controls technology with new air dampers
- Serviceable parts are readily available for reduced downtime and ease of access
- Efficient system control with Trane programming and software tools

Trane appreciates the opportunity to earn your business. This investment will provide City of Kissimmee with the capability to potentially reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with City of Kissimmee for all of your control products and service needs.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Nathan Bloom
Account Manager Controls, Trane U.S. Inc.

Allison Hunt
Account Manager



Prepared For:
Javier Romero

Date:
November 3, 2021

Job Name:
City of Kissimmee City Hall 2nd & 3rd FL VAV Retrofit

Proposal Number:
1705037

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
CMC 1249843

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Javier Romero and based on the site surveys performed on 10/22/2021.

This scope entails the replacement of the existing forty-three (43) Variable Air Volume (VAV's) controllers, air damper and space temperature sensors to Trane's latest wireless BACnet controller at City Hall facility. The units in question are a generation of Trane terminal unit which utilized a screw-drive plunger style damper. Replacement parts for said screw drive units are no longer available and service support for these take longer time frames to repair. Trane has developed a round in round out (RIRO) retrofit kit that allows for the plunger assembly to be replaced without the need for replacement of the entire terminal unit. Please note that some VAV units may have increased acoustic air noise due to the new flap damper style. Pricing below for this service has been budgeted for the damper, zone sensor, and controller for each VAV to be replaced.

Controls systems and equipment

- This scope of work pertains to the 2nd and 3rd floors of City Hall only.
- Modify the Trane Tracer® SC+ & Synchrony™ Control System based Building Automation System (BAS) complete with custom graphics and SC+ software licenses for control and monitoring of the scope of work below. System interface to be web based with user access via any standard internet browser.
- Provide and install forty-three (43) Round In Round Out (RIRO) Kits with the following;
 - Trane BACnet Air-Fi Wireless controller
 - Trane Air-Fi Wireless Zone Sensor
 - Air Damper Actuator
 - Air Flow Ring
- Modify existing duct work
- Material cleanup, removal of debris and cleaning of areas after work performed

Controls systems services included

- Project Management
- Record Control Submittal As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System VAV Commissioning
- Includes up to 4 hours of on-site system training to owner personnel



Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- All wiring at or above 110/120 volts.
- Furnishing, installing, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices.
- Installation of control dampers, valve bodies, flow sensors, flow meters, wells, gauges, or pressure taps.
- Furnishing, installing, or power wiring of VFDs and starters.
- Installation work to be performed afterhours normal business hours
- Any temporary controls or wiring
- Any filters, internal duct board or diffusers work of any kind
- Controls for any systems not listed above are excluded
- Repair or replacement of any equipment being controlled other than the above listed scope
- No patching or painting of any kind
- No Fire Alarm work is included
- No Test and Balance work is included
- No breakers, fuses, heater elements or disconnects of any kind

Proposal Notes/ Clarifications

- Installation work to be performed "Afterhours normal business hours"
- Proposal does include "Premium Time" for afterhours work
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Some new VAV units installed may have increased acoustic air noise due to the new flap damper style
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- This scope of work pertains to the 2nd and 3rd floors of City Hall only.



Pricing and Acceptance

Javier Romero
Facilities Maintenance Supervisor
City of Kissimmee
100 North Alaska Ave
Kissimmee, FL 34741 U.S.A.

City Hall
101 Church St
Kissimmee, FL 34741

Price

Total Investment Price:.....\$153,244.00 USD

Financial items not included

- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nathan Bloom", is written over a light blue circular stamp.

Nathan Bloom
Account Manager Controls
Trane Florida
(407) 509-7141
nbloom@trane.com

Allison Hunt
Account Manager
Trane Florida



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Nathan Bloom	Cell: (407) 509-7141 Office: (407) 660-1111 Proposal Date: November 3, 2021
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
City of Kissimmee	Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: CMC 1249843



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts thereof) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 1

Purchase Order#:

DATE: 11/16/2021

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to Trane U.S. Inc with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

Trane has presented the City with HVAC solution that will help the city of Kissimmee each its performance goals and adjectives. The proposed project will provide a controll system that will help achive a confortable building environment for the people who occupy the building. Trane will provide a reliable building maagement system and control products tha improve system performance. Key benefits will be upgraded from legacy controls and failing worn gear air dampers to the latest Trane BACnet Wireless Controls. Serviceable parts are readily available for reduce down time and easy of access, efficient system control with Trane programming and software tools. The replacement will consist of forty-three (43) VAV's controllers, air dampers and space temperature sensors.

FORM OF COMPLETED DELIVERABLES:

Scope of work is attached for reviewing.

BASIS OF PAYMENT: Services shall be made on the basis of total investment price method in accordance with the Scope of Services, the total not to exceed \$153,244.00 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 30 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) See scope attachment	\$153,244.00
2)	
	\$ 153,244.00
Contract Dollars:	\$153,244.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$153,244.00

Accepted By: *Sharon C. Hunt*
(Signature)

Requested By: *[Signature]*
(Signature)

Title/Position: Account Manager

Approved By: _____
City Manager (Signature)

City Engineer: *Ashley L. With*
City Engineer (Signature)

Approved By: _____
Mayor (Signature)

Approved By: *[Signature]*
Director, PW&E (Signature)

City Commission Approval Date: _____
(If Required)

Approved as to Form and Legality:

City Attorney (Signature)

*NOTE: Subject to your acceptance of Trane's Terms & Conditions as referenced in Trane Proposal dated 11/03/2021.

ITEM 7.D**ACCEPTANCE OF PROCEEDS FROM THE SALE OF VOLUNTARY CLEANUP TAX CREDITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION****Request**

Commission approval of a budget adjustment to accept the proceeds earned for the sale of Voluntary Cleanup Tax Credits (VCTC) from the Florida Department of Environmental Protection (DEP).

Explanation

During the construction of the Lake Toho Apartments at the Hansel Site, several environmental issues were discovered that required clean up and remediation. The City was eligible for Voluntary Cleanup Tax Credits (VCTC) issued by the State based on the clean up and remediation that was completed. VCTCs are issued by the Florida Department of Environmental Protection (DEP) and can be sold to developers and investors to be used elsewhere in the state.

Mosaic Partners IV, LLC handled the marketing and the sale of the VCTCs on the tax credit market for a management fee. The clean up and remediation occurred over a 2-year period. The total amount of VCTC proceeds received to date is \$200,366.26, less Mosaic's management fee of \$10,018.31, resulting in the City receiving a total of \$190,347.95.

The City anticipates one more round of VCTC to be funded in 2022.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10625500-509276		Increase		190,347.95

Financial Summary:

The increase in account 10625500-509276 is to accept \$190,347.95 for the proceeds made from the sale of the VCTCs. Funds will be placed in reserves for the time being.

Recommendation

Commission approval of a budget adjustment to accept the proceeds earned for the sale of Voluntary Cleanup Tax Credits (VCTC) from the Florida Department of Environmental Protection (DEP).

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Development Services
Presenter:

Attachment(s):

None

ITEM 7.E
DISPOSAL OF CITY ASSETS

Request

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

Explanation

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

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction. All items from the City's Information Technology Department will go to auction via A-1 Assets.

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. Auction COK12'21

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

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FD030	2006 DODGE CARAVAN FD030		1D4GP25E16B628174	19651
PD352	2005 FORD EXPLORER PD352		2FAHP71W85X173905	19418
POLICE	MISC ITEMS FROM PD352			N/A
PD415	2008 FORD F250 PD415		1FTSW205X8EA69906	19844
POLICE	MISC ITEMS FROM PD415			N/A
PD481	2009 DODGE AVENGER PD481		1B3LC46D09N559426	20439
POLICE	MISC ITEMS FROM PD481			N/A
PD513	2010 FORD EXPLORER PD513		1FMEU6DE5AUA71803	21533
POLICE	MISC ITEMS FROM PD513			N/A
PD555	2014 FORD EXPLORER PD555		1FM5K8ARXEGA555285	22702
POLICE	MISC ITEMS FROM PD555			N/A
PD560	2015 FORD EXPLORER PD560		1FM5K8ARXFGA662	23150
POLICE	MISC ITEMS FORM PD560			N/A
PD722	2020 FORD EXPLORER PD722		1FM5K8A8OLGD01356	26027
POLICE	MISC ITEMS FROM PD722			N/A
DR047	1993 HYNDAI ROBEX EXCAVATOR DR047		R29547	14168

City of Kissimmee
Surplus Property Auction List
Dec-21 A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
IT	DELL	OPTIPLEX 7040	51CRKH2	24247
IT	DELL	OPTIPLEX 9020	9FX YKB2	23879
IT	DELL	OPTIPLEX 9020	9FX ZKB2	23878
IT	DELL	OPTIPLEX 9020	9FX XKB2	23877
IT	DELL	OPTIPLEX 3030 AIO	5SW7382	23760
IT	DELL	OPTIPLEX 3030 AIO	7cbh182	23642
IT	DELL	OPTIPLEX 3030 AIO	6b97kb2	23875
IT	DELL	OPTIPLEX 3030 AIO	DHRW082	23633
IT	DELL	OPTIPLEX 3030 AIO	57HF282	23656
IT	DELL	OPTIPLEX 3030 AIO	5SW6382	23759
IT	DELL	OPTIPLEX 3030 AIO	5SX6382	23762
IT	DELL	OPTIPLEX 3030 AIO	7CCD182	23644
IT	DELL	OPTIPLEX 3030 AIO	7CBG182	23641
IT	DELL	OPTIPLEX 3030 AIO	7CCB182	23646
IT	DELL	OPTIPLEX 3030 AIO	5SX5382	23764
IT	DELL	OPTIPLEX 3030 AIO	7CC8182	23648
IT	DELL	OPTIPLEX 3030 AIO	BRR0382	23752
IT	DELL	OPTIPLEX 3030 AIO	57HJ282	23659
IT	DELL	OPTIPLEX 3030 AIO	BRRV282	23757
IT	DELL	OPTIPLEX 3030 AIO	57HH282	23658
IT	DELL	OPTIPLEX 3030 AIO	7CBF182	23640
IT	DELL	OPTIPLEX 9020	9fyvkb2	23880
IT	DELL	OPTIPLEX 3030 AIO	brrw282	23755
IT	DELL	OPTIPLEX 7040	3X79HH2	24214
IT	DELL	OPTIPLEX 3030 AIO	57HK282	23657
IT	DELL	OPTIPLEX 3030 AIO	BK96FB2	23829
IT	DELL	OPTIPLEX 3030 AIO	JT9K482	23781
IT	DELL	OPTIPLEX 3030 AIO	BRR3382	23758
IT	DELL	OPTIPLEX 3030 AIO	5SW8382	23761
IT	DELL	OPTIPLEX 3030 AIO	BKB0FB2	23828
IT	DELL	OPTIPLEX 3030 AIO	BRRT282	23756
IT	DELL	OPTIPLEX 3030 AIO	57HD282	23655
IT	DELL	OPTIPLEX 3030 AIO	5SX4382	23763
IT	DELL	OPTIPLEX 3030 AIO	57hg282	23660

IT	DELL	OPTIPLEX 3030 AIO	57h5282	23654
IT	DELL	OPTIPLEX 3030 AIO	7cbj182	23643
IT	DELL	OPTIPLEX 3030 AIO	brr1382	23753
IT	DELL	LATITUDE 54074	d1gwny1	24026
IT	HP	ELITEBOOK 850 G3	5CG7343ZKN	24452
IT	DELL	PRECISION M6800	4nv8p72	23782
IT	DELL	LATITUDE E5470	9s6nyf2	24077
IT	HP	ELITEBOOK8570w	1A22J9K00600GC309114252	22777
IT	DELL	PRECISION 7710	2mtdlc2	23882
IT	DELL	LATITUDE E5550	4Q3XH72	23771
IT	GETAC	B300	RHC05B0060	24584
IT	GETAC	B300	RH705B0009	24385
IT	GETAC	B300	RHC05B0059	24583
IT	GETAC	B300	RH705B0007	24383
IT	GETAC	B300	RH705B0012	24388
IT	GETAC	B300	RG163B0175	23865
IT	GETAC	B300	RH705B0015	24391
IT	GETAC	B300	RH705B0005	24381
IT	GETAC	B300	RHC05B0052	24576
IT	GETAC	B300	RHC05B0056	24580
IT	GETAC	B300	RHC05B0061	24585
IT	GETAC	B300	RHC05B0065	24589
IT	GETAC	B300	RHC05B0046	24572
IT	DELL	2330D	7V22SG1	N/A
IT	DELL	2330D	FGTKGN1	N/A
IT	DELL	2330D	B222SG1	N/A
IT	FUJISTU	FI-5015-C	FI5015C703973	N/A
IT	fujitsu	fi-6230	FI6230 026787	

**City of Kissimmee
Surplus Property Auction List
Dec-21 JUNKED**

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
POLICE	RADAR RECORDER		1204-82392	22260
PW/ENG	MOTOROLA RADIO	MTS2000		16290
PW/ENG	MOTOROLA RADIO	XTS1500		21352

ITEM 7.F
HOLIDAY INCENTIVE PAYMENT**Request**

This request is for Commission approval to utilize approximately \$145,800 from reserves for a one-time holiday incentive payment to all full-time and part-time employees.

Explanation

The year-end results for FY 2021 are approximately 27% better than anticipated. This can be attributed to conservative spending by the General Fund departments as well as slightly better revenue performance. Thus, staff is requesting Commission consideration of a holiday incentive payment to reward employees for their efforts to contain costs and enhance revenues. Staff recommends all full-time employees with more than one year of service receive \$215 while all part-time employees with one year of service receive \$107.50. All employees with less than one year of service as of the date of the incentive payment will receive one-half of the above amounts depending upon whether the employee is a full-time or part-time employee. Within the General Fund, this is estimated to cost approximately \$117,650. The cost to other funds would be approximately \$28,150 for a total cost to the City of \$145,800.

Recommendation

Based upon the projected fiscal year end results, staff requests Commission approval of a holiday incentive payment of \$215 for each full-time employee with more than one year of service (\$107.50 for less than one year) and \$107.50 for each part-time employee with more than one year of service (\$53.75 for less than one year) utilizing General Fund reserves of approximately \$117,650 and reserves from other operating funds of approximately \$28,150.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

None

ITEM 7.G**DONATION FROM WALMART FOUNDATION FOR SHOP WITH A COP****Request**

City Commission acceptance of donations in the amount of \$8,000 from the Walmart Foundation for the purchase of Christmas gifts for the "Shop with a Cop" Program.

Explanation

The Walmart Foundation has awarded the Kissimmee Police Department donations in the amount of \$8,000. The following checks have been received and await approval to be accepted by the Commission:

Walmart Check #1182647 Date: 11/1/2021 Amount: \$ 2,000

Walmart Check #1184839 Date: 11/3/2021 Amount: \$ 5,000

Walmart Check #1190028 Date: 11/9/2021 Amount: \$ 1,000

These donations are part of the Walmart Foundation's commitment to the communities in which its stores are located.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01500366 366002		Increase	\$8,000	
01530303 505255		Increase	\$8,000	

Financial Summary:

Funding will be used to purchase Christmas gifts for underprivileged children who will be accompanied by uniformed police officers through the Shop with a Cop program.

Recommendation

Staff recommends acceptance of donations in the amount of \$8,000 from the Walmart Foundation for the purchase of Christmas gifts for the "Shop with a Cop" program and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police
Presenter:

Attachment(s):
None

ITEM 8.A

CITIZEN REQUEST TO ADDRESS THE COMMISSION REGARDING DOWNTOWN HOLIDAY DECORATIONS AND EVENTS

Request

The request is from Carlos Ramirez of Aviles Hair Studio to address the Commission regarding downtown holiday decorations and events.

Explanation

Carlos Ramirez of Aviles Hair Studio requested to address the City Commission regarding downtown Christmas lighting and communication downtown regarding City events.

Recommendation

Staff requests Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter:

Attachment(s):

1. Agenda Request

From: Pedro Aviles <avileshairstudio@gmail.com>
Sent: Thursday, November 18, 2021 5:14 PM
To: Samia Singleton <SAMIA.SINGLETON@kissimmee.gov>
Subject: Re: Placed on Agenda to address Commissioner

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

Samia,

Thank you for your quick response. I would like to be placed on the Agenda for December 7, 2021. I would like to discuss the Christmas lighting, Lack of Communication downtown and communication to merchants from City of Kissimmee for events such as Parades etc.

Again Thank you for your quick response.

ITEM 8.B**EPA BROWNFIELDS PROGRAM COALITION ASSESSMENT GRANT****Request**

Staff requests approval of the Orange Blossom Trail/State Road 441 Brownfields Coalition Memorandum of Understanding between the East Central Florida Regional Planning Council and the City of Kissimmee.

Explanation

In 2011, the City of Kissimmee established a regional brownfield area, known as the Kissimmee Environmental Redevelopment Area (KERA), a 3,112.39 acre area. Establishing KERA allowed the City to benefit from federal, state and local economic and redevelopment incentives related to brownfields. In 2020, the City expanded KERA by adding an additional 1,401.58 acres.

In 2017, the East Central Florida Regional Planning Council (ECRPC) and the cities of Apopka, Eustis, Kissimmee, and Longwood united to form the Orange Blossom Trail/SR 441 Brownfield Assessment Coalition (referred to as the Coalition) in order to apply for funding opportunities from the U.S. Environmental Protection Agency (EPA) Brownfields Program.

In 2020, on behalf of the Coalition, the ECFRPC, as the lead applicant, submitted an application for the EPA Brownfields Program Coalition Assessment Grant.

In May 2021, the Coalition was subsequently awarded a grant in the amount of \$600,000 for the following purposes:

- Revitalize land and prevent contamination
- Attract investment
- Preserve greenfield areas
- Generate new jobs

Grant funds will be divided into the following categories:

1. Project Management & Reporting
2. Community Involvement/ Engagement
3. Site Identification/Assessment
4. Cleanup Planning

ECFRPC will serve as the administrator and fiscal agent for the entire grant period, which is from October 1, 2021, to September 30, 2023. A representative from ECFRPC will be present in case the Commission has any questions on the partnership or grant.

Recommendation

Staff recommends approval of the Orange Blossom Trail/State Road 441 Brownfields Coalition Memorandum of Understanding between the East Central Florida Regional Planning Council and the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. Brownfield Coalition Memorandum of Understanding
2. ECFRPC Brownfields Grant Application
3. KERA Map

**Orange Blossom Trail/State Road 441 Brownfields Coalition
Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is being entered into this ___ day of ___, 2021, by and between the East Central Florida Regional Planning Council (“ECFRPC”), an agency of the State of Florida, whose address is 455 North Garland Avenue, Orlando 32801 and the City of Kissimmee, a municipal corporation of the State of Florida, (the City), the undersigned, whose address is 101 Church Street, Kissimmee, FL 34741.

RECITALS

WHEREAS, in 2017 the ECRPC and the cities of Apopka, Eustis, Kissimmee, and Longwood joined together to form the Orange Blossom Trail/SR 441 Brownfield Assessment Coalition (referred to herein as the “Coalition”) in order to apply for funding opportunities from the U.S. Environmental Protection Agency (EPA) Brownfields Program (the “Program”); and

WHEREAS in 2020, on behalf of the Coalition, ECFRPC, as lead applicant, submitted an application to EPA and was subsequently awarded a Brownfields Coalition Assessment Grant (the “Grant”); and

WHEREAS, in order to memorialize the terms and conditions of the Grant, ECFRPC, as lead agency, submitted a Work Plan to EPA on January 30, 2021 (the “Work Plan”); and

WHEREAS, pursuant to the Cooperative Agreement, and the terms of the Grant, the Coalition Members are executing this Memorandum of Understanding in order to memorialize their understanding of their respective responsibilities as Coalition Members.

I. Coalition Members. This Memorandum of Understanding (“MOU”) is being executed by the members of the Coalition, which includes the East Central Florida Regional Planning Council and the cities of Apopka, Eustis, Kissimmee, and Longwood.

II. Goal. The Coalition members will work together to carry out the activities outlined in the Brownfields Assessment Cooperative Agreement Work Plan and incorporated herein by reference as Appendix 1, Work Plan, as approved by EPA for funding under the Grant.

The goal of the Work Plan is to produce the following outcomes:

- Revitalize land and prevent contamination.
- Attract investment to the corridor, including in and near Opportunity Zones.
- Preserve greenfield areas.
- Generate new jobs along the OBT corridor.

III. Responsibilities.

A. ECFRPC responsibilities are as follows:

- ECFRPC will act, in its role as Lead Agency, in its representative capacity with EPA on behalf of all members of the Coalition, and agrees to assume administrative responsibility for ensuring the Work Plan is carried out in compliance with EPA requirements and the requirements and conditions of the Cooperative Agreement, including but not limited to, all budgeting, compliance, reporting, and monitoring requirements and compliance with the Federal Funding Accountability and Transparency Act of 2006; provided, however, ECFRPC has no authority to bind the Coalition members to any budget or financial commitments or matters that exceed the Work Plan without an affirmative vote of all of the Coalition members. ECFRPC will also lead the development and implementation of the Brownfields Community Involvement Plan (CIP), organize the Brownfields Advisory Committee (BAC) meeting, and lead the Analysis of Brownfields Cleanup Alternatives (ABCA). The ECFRPC further agrees to provide timely responses to reasonable questions and information requests provided by Coalition members; and lead the analysis of brownfields clean-up alternatives.
- To work cooperatively with the Coalition Members to achieve the goals of the Work Plan.

B. Coalition members responsibilities are as follows:

- To work cooperatively with ECFRPC to carry out the activities and achieve the outcomes defined in the Work Plan;
- To participate in Coalition meetings and, as appropriate, in meetings of advisory/working groups and other committees established to carry out the Work Plan;
- To work with ECFRPC in its representative capacity with EPA on behalf of all Coalition members; and
- To fulfill specific roles in implementing the Work Plan by providing leadership and staff support, including, but not limited to, assisting with the identification, prioritization, and selection of brownfield sites, recommending stakeholders for the BAC members, assisting with the logistics of organizing community meetings, among others.

IV. Organizational Structure and Decision-making. Each Coalition member has designated an individual to serve as the primary point of contact on its behalf and to represent it in meetings of the Coalition (the “Designated Representative”). ECFRPC, as Lead Agency, will maintain a list of all Coalition members and their Designated Representatives.

Designated Representatives or their designated alternates will meet at least two times a year to receive reports on the progress of the Work Plan and to serve in an advisory capacity for the Grant activities.

A majority of Coalition members shall constitute a quorum for meetings. In the event that a quorum is not present, the Designated Representatives present may discuss the agenda items but defer official actions to a later date.

The Coalition will establish the following advisory/working groups to guide its activities:

- BAC members will assist in implementing community outreach efforts and will help citizens nominate potential brownfield sites for consideration as required pursuant to the terms of the Grant.
- The advisory/working groups may elect to follow Roberts Rules of Order or any other agreed upon parliamentary procedures to conduct official meetings. The membership and characteristics of each advisory/working group will be circulated to all Coalition members when complete. ECFRPC shall take minutes of all meetings of each advisory/working group (except for the Study Focus Station Working Groups where the appropriate local governments is responsible for taking minutes), shall maintain a record of the membership of each advisory/working group and a record of all Coalition and Core Coalition meeting agendas, presentation materials, correspondence, and all other documents that qualify as public records under Chapter 119, Florida Statutes, as well as a brief summary of each Coalition and Core Coalition meeting.
- All Coalition and BAC meetings are public meetings and will be noticed at least fourteen (14) days prior to the meeting by ECFRPC, or noticed by the appropriate local government in accordance with such local government's standard public notification procedure. Coalition correspondence, email, text messages, social media posts, reports, publications, memoranda, and all other documents deemed public records pursuant to Chapter 119, Florida Statutes, shall be preserved in accordance with the law and shall be made available for public inspection upon request. Each Coalition member is responsible for maintaining their respective records in accordance with Public Records Law.

VII. Accountability. All Designated Representatives shall attend meetings, participate in the tasks and activities as outlined in the Work Plan and this MOU, and provide monthly progress reports and Leverage Reporting Forms to ECFRPC; such Forms to be provided to the Coalition members by ECFRPC.

IX. Term. The term of the responsibilities described in this MOU shall be October 1, 2021, to September 30, 2023 unless the Grant period is otherwise extended by EPA. The responsibilities set forth in this MOU shall not be affected by the failure of one or more Parties to execute this MOU. A copy of the fully-executed MOU will be kept on file at ECFRPC offices. This term does not affect the responsibility of the Parties in regards to records retention required by the Public Records Law.

X. Amendments. The provisions of this MOU may only be amended as may be mutually agreed upon in writing by the Parties hereto.

XI. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

XII. Severability. If any part of this MOU is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this MOU if the rights and obligations of the Parties and the intention of the parties can continue to be effective. To that end, this MOU is declared severable.

XIII. Notices. Any notice, other than notices of public meetings, required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested, or when delivered to a nationally recognized overnight courier service addressed to the ECFRPC, Coalition Members and Commitments, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith. If written permission is granted by a Coalition member, electronic delivery with return receipt request will be acceptable. If return receipt is not received, one of the aforementioned delivery options will be accomplished.

XIV. This MOU shall be under the governing laws of the State of Florida.

We, the undersigned, have read and acknowledge the responsibilities set forth in this MOU and commit to serve as a participant in the East Central Florida Sustainable Communities Coalition in accordance with the terms and conditions outlined herein.

Date: _____

East Central Florida Regional Planning Council

Hugh W. Harling, Jr., Executive Director

ATTEST
Pegge Parker, Office Manager

Date: _____

City of Apopka

Bryan Nelson, Mayor

ATTEST
Susan M. Bone, CMC ., City Clerk

Date: _____

City of Eustis

Michael L. Holland, Mayor

ATTEST
Mary Montez, City Clerk

Date: _____

City of Kissimmee

Olga Gonzales, City Mayor/Commissioner

ATTEST
Linda Hansell, City Clerk

Date: _____

City of Longwood

Brian Sackett, City Mayor/Commissioner

ATTEST
Michelle Longo, CMC, City Clerk

Date: _____

APPENDIX 1

Brownfields Assessment Cooperative Agreement Work Plan

BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN

June 30, 2021 Revision #0

Submitted by:
*East Central Florida Regional Planning Council
445 North Garland Avenue
Orlando FL 32801*

TO:

[Brian Gross, (404)562-8604, Gross.Brian@epa.gov]

Cooperative Agreement Number:

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1.0 PROJECT OVERVIEW

The EPA has selected the East Central Florida Regional Planning Council for a Brownfields Assessment Coalition Grant. Community-wide grant funds will be used to conduct 13 Phase I and nine Phase II environmental site assessments and prepare nine cleanup plans and one reuse plan. Grant funds also will be used to conduct community outreach activities. Assessment activities will focus on the Florida Orange Blossom Trail, a historic rail/highway corridor that runs from Eustis to Kissimmee while passing through Longwood and Apopka, all of which are coalition partners. Priority sites include the Former Seaboard Air Line Railway in the Station Street Project Area and three razed vacant parcels in Apopka; the Former Florida Waterman Hospital in Eustis; a former dry cleaner site in Kissimmee; and a former auto repair facility in Longwood.

1.1 Project Description

The Brownfields program would focus primarily on the revitalization of the Orange Blossom Trail / SR 441 (OBT) corridor, which includes an area of four blocks on either side street (see attached map). A historic rail/highway corridor traversing through four of the region's counties, OBT started to decline because of the construction of the interstate highway system and the suburbanization of the region's population. This deterioration led to an increase in crime, homelessness, and poverty along the corridor as well as the proliferation of brownfield sites. A preliminary GIS inventory analysis performed by the East Central Florida Regional Planning Council (ECFRPC) revealed approximately 124 brownfields sites including closed gas stations, auto repair shops, hospitals, dry cleaners, among others. Due to the large span of this corridor and the myriad of regional issues affecting it, revitalization of the OBT corridor can only be achieved by working collaboratively and across jurisdictional boundaries. Thus, the ECFRPC partnered with the cities of Apopka (Orange County), Eustis (Lake County), Kissimmee (Osceola County), and Longwood (Seminole County) to form a coalition that could help to revitalize this area.

1.2 Project Team Structure and Responsibilities

The ECFRPC provides technical assistance to local governments and organizations located within eight counties in the middle of the state: Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia. The area encompasses over 6,500 square miles and 74 jurisdictions, and is home to more than 3.5 million people. The Council Board is comprised 32 members from the region's eight counties and municipalities. The council is tasked with approving the annual budget and county dues and for setting regional priorities to be dealt with by council staff. The board has delegated fiscal and contractual authority to the ECFRPC's Executive Director, who in turn manages 13 staff people. The implementation of the Brownfields Assessment grant activities will be directed by the ECFRPC's Economic Development team, which includes three key personnel:

Luis Nieves-Ruiz, AICP (Program Manager): Mr. Nieves-Ruiz will act as manager of this grant and will be leading the grant's administrative and management activities, including but not limited to the following: 1) oversee and direct the environmental contractor 2) help coordinate Brownfields Advisory Committee (BAC) and other community meetings 3) assist in obtaining partner agreements 4) develop quarterly reports and communication with EPA 4) supervise staff working on redevelopment planning projects

Daphne Green (Planner III): Ms. Green will be the lead staff person for the redevelopment/reuse projects. She will also help coordinate and facilitate all and the outreach and engagement efforts for this grant including community meetings.

Edwin Rivera (Planning Intern): A resident of the corridor, Mr. Rivera will be assisting the Program Manager with development of all administrative and outreach documents such as meeting agendas, minutes, informational handouts and brochures. He will also help the Planner III and the Program Manager with the development of the redevelopment/reuse projects.

The ECFRPC will be the lead agency for all administrative, financial, technical, and legal support tasks required by grant, with assistance from the consultant under the direction of the Program Manager as needed. This includes the development of an RFQ document that meets the requirement of Section 2.0. Task 1E. ECFRPC will develop a selection committee to select the qualified environmental consultant firm within 90 days of the award notification. The selection committee will be comprised of the Program Manager, two council staff member and one representative from the coalition partners. Following the qualified consultant procurement process, the ECFRPC will sign a contract with the selected consultant. The consultant will be responsible for assessing the brownfield properties and assisting the Program Manager with the development of the various report and site database maintenance. The Program Manager will host biweekly conference calls with the consultant to ensure that all activities are conducted adherence with the terms and conditions of the cooperative agreement and within the three-year grant period. The ECFRPC would also host bi-monthly coordination calls with the other coalition partners to discuss the progress of the different projects. During the first year of the project, the ECFRPC will hold meetings/calls with different stakeholders located within the planning area to learn more about their priorities and needs.

The ECFRPC will also lead the BAC, which will include at least one member of each Coalition City and other community partners identified by the coalition members. All meeting notifications will be advertised on the ECFRPC's website and the Florida Administrative Register and all the meetings records and files will be kept on the ECFRPC's page for review and download. The ECFRPC will put on the website a form for concerned citizens to nominate brownfields sites and ask project-related questions where the responses will be answered and posted on the website. BAC meetings will occur bi-annually throughout the grant period.

Finally, the Program Manager and the consultant will also coordinate with the State's Brownfields office to see if they want to receive copies of grant documents and reports and how they will prefer to be notified of the site assessment activities.

1.3 Measuring Environmental Results: Outputs/Outcomes

Per the requirements of the EPA Coalition Assessment Grant, ECFRPC will submit quarterly reports to the EPA Project Officer. These reports include work progress and current status, as well as any difficulties that were encountered, a record of financial expenditures, data results and anticipated further action. Also as required, ECFRPC will complete Project Profiles through EPA's Assessment, Cleanup, and Redevelopment Exchange System (ACRES) database for each assessment site noting specific accomplishments, contaminants found and which materials were impacted, if clean-up activities are required and the progress of said activities, and other resources that have been leveraged to complete the redevelopment of the site. At the end of the three-year grant period, a

similar final report will be produced. As required, these quarterly reports and forms may be submitted through the EPA's ACRES reporting system. The reports and the Project Profile forms will be a tool for both the EPA and the City to track and measure the City's progress in achieving the outputs and outcomes noted below. The ACRES database will also be utilized to track job creation and acres of land assessed as part of this grant.

Administrative:

Request for Proposals (1)	MBE/WBE Forms (3)	-
Quarterly Reports (12)	Financial Reports (3)	-
ACRES Update	Close Out Report (1)	-

Community Outreach:

List of BAC members (1)	Updated Site Inventory	-
BAC Meetings & Materials (6)	Training Certificates	-
ECFRPC Website Updates (6)	-	-

Phase I and Phase II Assessments:

Generic Quality Assurance Project Plan (1)	13 Signed Property Access Agreements	State Petroleum Eligibility Documentation (as needed)
Phase I Assessments (13)	Phase II Assessments and Reports (9)	AAI EPA Form 560-R-11-030 (13)
Ground Penetrating Radar survey (7)	Approved Site Specific QAPPs (9)	-
Asbestos Containing Material Surveys (6)	ACRES survey updates (as needed)	-

Redevelopment Planning

Analysis of Brownfield Clean up Alternatives (9)	Land Use Assessments (3)	-
Market Study (1)	Resource Roadmaps (3)	-
Site Reuse assessment (1)	ACRES survey updates (as needed)	-

Outcomes

ECFRPC's goal is to achieve the following outcomes under this cooperative agreement:

1. Revitalize land and prevent contamination
2. Attract investment to the corridor, including in and near Opportunity Zones
3. Preserve greenfield areas
4. Generate new jobs along the OBT corridor
5. Increase food access near the Apopka site
6. Develop a placemaking opportunity at the Triangle site
7. Attract more medical providers to the Kissimmee Medical District

A final report will present a summary of the brownfield inventory in tabular form, results of ESAs, Cleanup and Redevelopment Planning, including a summary of outputs and outcomes and any lessons learned.

1.4 Budget

ECFRPC Brownfield Coalition Assessment Grant Budget by Task

Budget Categories	Task 1	Task 2	Task 3	Task 4	Total
	Project Management & Reporting	Community Involvement/ Engagement	Site Identification/ Assessment	Cleanup Planning	
Personnel	\$10,036.01	\$22,433.44	\$0	\$26,565.91	\$59,035.36
Fringe Benefits	\$3,953.19	\$8,836.53	\$0	\$10,464.31	\$23,254.03
Travel	\$5,958.00	\$792.00	\$0	\$0	\$6,750.00
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$1,735.70	\$1,735.65	\$0	\$1,735.65	\$5,207.00
Contractual	\$30,000.00	\$30,000.00	\$406,753.61	\$39,000.00	\$505,753.61
Other	\$0	\$0	\$0	\$0	\$0
Total Budget	\$51,682.90	\$63,797.62	\$406,753.61	\$77,765.87	\$600,000.00

1.5 Pre-Award Costs

There will not be any pre-award costs.

2.0 PROJECT TASK DESCRIPTIONS

Mr. Luis Nieves-Ruiz, AICP (Program Manager) for the ECFRPC will oversee the administration of grant activities. He will be responsible for oversight of consultant activities, financial and DBE reporting, ACRES database updates, review of quarterly reporting, and correspondence with the EPA. The Consultant will be assigned some of these duties with continual oversight by Mr. Luis Nieves-Ruiz.

2.1 TASK 1 - PROJECT MANAGEMENT AND REPORTING

The ECFRPC will complete Task 1 activities (detailed below) with input from the EPA and State representatives and assistance from the environmental consultant, as needed. Mr. Luis Nieves-Ruiz will handle the programmatic day-to-day activities, including assigning tasks and projects to the Environmental Consultant. Mr. Nieves-Ruiz will also manage invoices, DBE reporting, ASAP drawdowns, and other financial aspects.

A. Quarterly Reporting:

In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 monitoring and reporting program performance), ECFRPC agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. Quarterly progress reports will be due 30 days after the end of each federal fiscal quarter, except for the last quarter of the grant project period when a final performance report must be submitted (see Final Performance Reporting below).

The reports are sent electronically to both the EPA Project Officer and to the Florida Department of Environmental Protection (FDEP) Brownfields Coordinator. These reports cover work status, work progress, difficulties encountered, financial expenditures, preliminary data results, anticipated activities and any changes of key personnel. The Quarterly Report will include Site-Specific Budget Summary, which is required in order to ensure that expenditure on a single site does not exceed the \$200,000 statutory limit. Quarterly Reports will be submitted either by using the Quarterly Reporting function in the Assessment, Cleanup and Redevelopment Exchange System (ACRES) or by emailing a progress report to the Project Officer.

B. Annual Reporting:

1. Disadvantaged Business Enterprise Reporting: Minority Business Enterprise/Women- owned Business Enterprise (“MBE/WBE” or “DBE”) reporting is required for Cooperative Agreement Recipients (CAR) whose total budget funds for procurement, equipment, services, and supplies exceed \$150,000. This reporting will be completed annually using EPA Form 5700-52A. These forms will be sent electronically to the EPA Project Officer and the assigned Grant Specialist from the Grants Management Office (GMO). A link to the form is at: <https://www.epa.gov/grants/epa-grantee-forms>. ECFRPC will submit the form by October 30 of each project year. ECFRPC will utilize the services of MBE/WBE/DBEs where possible. ECFRPC will submit this documentation by October 30 of each project year.
2. Federal Financial Reports (FFRs): ECFRPC will submit EPA Standard Form 425 annually to EPA by December 31 of each project year and at the close of the grant. An electronic copy will be sent to the EPA Project Officer and to the EPA Finance Center via email at RTPFC-Grants@epa.gov. A link to the form is at: <http://www.epa.gov/ogd/forms/adobe/SF425.pdf>.
3. Annual Projections: On April 30 of each project year, ECFRPC will project the specific sites where Phase I and Phase II ESAs are expected to be completed in the upcoming year using a table similar to the one below:

T1: Example Format for Annual Assessment Projections Due April 30			
Site Name	Site Address	Phase I/II ESA to be Completed	Projected Timeframe for Phase I/II Completion
(ex. Maryann's Gas Station)	(ex. 123 Jane Doe St)	(ex. Phase II)	(ex. August 2019)

C. Final Performance Reporting: In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), ECFRPC agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report and at least one reproducible copy suitable for printing. This report will summarize the accomplishments (outcomes, outputs, and other leveraged resources) during the entire grant project period, including the last quarter. The Final Performance Report will include:

- A table listing all the sites assessed during the grant, the deliverables associated with each site, activities conducted at the site, and the funds expended at each site;
- A list of any other deliverables;
- Site photographs; and
- Lessons learned.

D. ACRES: Property specific information, including the property address and Phase I and II ESA completions, will be entered electronically in EPA's ACRES database at: <https://cfext.epa.gov/acres/index.cfm>. The information in the quarterly report will correlate with the information in ACRES. ACRES will be updated for each property when the following occur:

- Completion of Phase I
- Completion of Phase II
- Completion of the Project Period
- As significant events occur (i.e. leveraged dollars or jobs) at the site, but not later than the end of the quarter in which the event occurred

E. Contractor Procurement: ECFRPC will ensure procurement is in accordance with 2 CFR Parts 200 and 1500, ensuring that contractors comply with the terms of their agreements with ECFRPC, and that agreements between ECFRPC and contractors comply with the terms and conditions of this cooperative agreement. ECFRPC will develop a selection committee to select the qualified environmental consultant firm within 90 days of the award notification. The selection committee will be comprised of the Program Manager, two council staff member and one representative from the coalition partners. Following the qualified consultant procurement process, the ECFRPC will sign a contract with the selected consultant. ECFRPC's contractor procurement language will include a provision to track costs site-specifically, such as for site-specific QAPPs and ESAs, and include an overall programmatic task to include costs that would be shared across all sites, such as generic QAPPs.

F. Reimbursement Request: ECFRPC is already enrolled in the Automated Standard Application for Payments (ASAP) through the U.S. Department of Treasury to receive payments from the federal government.

G. Kick-off Meeting: The ECFRPC project team, consultant, and EPA and State partners will participate in a project kick-off meeting to review the work plan and terms and conditions of the cooperative agreement. This will allow the team to establish goals and familiarize the partners with the project expectations. This will be a good opportunity to review roles and responsibilities, project schedules, and ensured that all committed team members have what they need to execute the project roles effectively.

H. Travel:

ECFRPC has budgeted funds for key staff to attend the National Brownfield Conference in Oklahoma City, OK in December 2021 and the Southeastern Brownfield Conference tentatively scheduled in the Spring of 2022. The travel activities and anticipated expenditures activity were budgeted in the original grant proposal. ECFRPC will incur costs for registration, flights, and other related travel costs in future conferences should they be rescheduled.

I. Administrative Costs: ECFRPC may use up to five percent of the budget on administrative costs. Administrative costs are direct costs, including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards contained in 2 CFR 200 and 2 CFR Subpart E.

***Task 1 will be primarily conducted by:** East Central Florida Regional Planning Council with assistance from the environmental consultant under the supervision of the Program Manager, as requested.*

2.2 TASK 2 - COMMUNITY INVOLVEMENT/ ENGAGEMENT

A Community Involvement Plan (CIP) will be created/updated using the EPA template with the assistance of the environmental consultant. The CIP is based on and is consistent with the outreach methods outlined in ECFRPC's grant application and includes the coalition members, partners and key community-based organizations that were identified in the initial application.

The Program Manager will host bi-weekly conference calls with the consultant to ensure that all activities are conducted adherence with the terms and conditions of the cooperative agreement and within the three-year grant period. The ECFRPC will also host bi-monthly coordination calls with the other coalition partners to discuss the progress of the different projects. During the first year of the project, the ECFRPC will hold meetings/calls with different stakeholders located within the planning area to learn more about their priorities and needs.

The ECFRPC will also lead the BAC, which will include at least one member of each Coalition City and other community partners identified by the coalition members. All meeting notifications will be advertised on the ECFRPC's website and the Florida Administrative Register and all the

meetings records and files will be kept on the ECFRPC's page for review and download. The ECFRPC will put on the website a form for concerned citizens to nominate brownfields sites and ask project-related questions where the responses will be answered and posted on the website. BAC meetings will occur bi-annually throughout the grant period.

****Task 2 will be primarily conducted by:*** Coalition Partners with the assistance of the environmental consultant, as requested.

2.3 TASK 3 - BROWNFIELDS SITE IDENTIFICATION AND ASSESSMENTS

This task includes completing a **Generic Quality Assurance Project Plan (QAPP)** and nine Site-Specific QAPP (SSQAPPs) Addenda. The Generic QAPP serves as the main document throughout the grant that captures how and why the project will be conducted and assures the quality of the data for making environmental decisions. The Generic QAPP will cover the grant project plan, the quality assurance steps performed to support that plan, and the Standard Operating Procedures (SOP) for the collection and analysis of samples. With a Generic QAPP in place, the selected environmental consulting firm will have the flexibility to incorporate the assessment sampling plan directly into the QAPP to streamline the documentation process (i.e., incorporate the SSQAPP Addendum into the QAPP to avoid having to manage two separate planning documents).

A. Site Inventory and Prioritization: The environmental consultant will assist the ECFRPC with completing the brownfields site inventory. To help identify petroleum sites, ECFRPC will contact the FDEP UST program to identify the petroleum sites within its grant jurisdiction. Based on community and stakeholder input, adjustments may be made to the inventory during the grant period. Sites that are under Federal or State investigation and/or funding will be eliminated from the priority list. Site prioritization will involve input from the BAC. A site-selection work sheet will be used to help prioritize sites. The higher rated criteria are for properties that have recent redevelopment interest expressed by a developer; are grantee-owned; pose a potential threat to drinking water supply; are potential catalysts to area redevelopment; have high visibility; are actively being marketed by a commercial realtor; are within Target Brownfields Area; have specific interest to the grantee; and site access can be easily obtained. Site prioritization will enable the project to proceed at a faster pace so spending milestones for grant compliance are met.

B. Site Characterization – Phase I ESA: ECFRPC has budgeted for 13 Phase I ESAs. ECFRPC will ensure that all Phase I Environmental Site Assessments (ESA) conducted with the grant funding be performed in accordance with EPA's standard for all appropriate inquiries (AAI). ECFRPC will ensure the practices in ASTM standard E1527-13 (or most current revision) "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule are utilized. ECFRPC will ensure the "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030), for each Phase I ESA conducted with Brownfields grant funds are completed and signed.

GPR surveys may also be performed during the Phase I ESA time period, as needed and appropriate; however, GPR surveys will typically be performed as a Phase II ESA activity. GPR surveys provide important information about the locations of UST and/or underground lines – thereby assisting in

calculating more accurate costs for Phase II ESA activities and protecting worker safety during future Phase II ESA activities. As many as seven GPR surveys are anticipated for this grant.

ECFRPC understands that Phase I ESAs have a limited shelf life (generally 180 days), particularly if the property has near-term cleanup, acquisition, or development plans. The timing of Phase I completion or update may be sensitive and relate to property acquisition. ECFRPC, coalition partners, and ECFRPC's environmental consultant will keep this in mind when developing the overall site strategy. Phase I ESA Updates may be needed to accommodate actual dates of property transactions, as needed. Currently, no Phase I ESA updates are anticipated for this grant.

Site Eligibility: Prior to spending funds for Phase II ESAs for community-wide grants, ECFRPC will submit a completed EPA Region 4 Site Eligibility Determination Outline to the EPA Project Officer and receive EPA approval. In some cases, this may be completed in conjunction with the FDEP. ECFRPC understands that either the FDEP or the EPA must approve the site as eligible for funding before Phase II work begins. If ECFRPC does not own the site, ECFRPC will obtain site access prior to expending any funds on a brownfields site.

Site-Specific QAPP Addenda

SSQAPP Addenda are the detailed project plans for environmental work conducted under the Brownfields grant. There are two types of SSQAPP Addenda associated with a particular site investigation: the initial SSQAPP Addendum and any follow-up SSQAPP Addenda for additional work at the site.

The initial SSQAPP Addendum is the first investigation or cleanup plan prepared for a particular site. It presents a comprehensive discussion of the site background and the current conceptual model for how contamination may be activity in the environment and a comprehensive sampling design addressing the site as a whole.

Follow-up SSQAPP Addenda are assessment plans for additional site work that needs to be conducted to complete the project, such as plume delineation. Follow-up SSQAPP Addenda start where the initial Addendum stopped. Thus, the background discussion will only address the findings from the previous SSQAPP Addendum that have created the need for the additional work.

The selected Consultant will develop a sequential number system for SSQAPP Addenda to retain the context and flow of a site investigation or cleanup. For example, the initial SSQAPP Addendum on the first site investigated under an assessment grant will be 1A. The 1 represents the property and the letter A represents the first addendum for that property. Follow-up QAPP Addenda to 1A for the same property will continue the sequence with 1B, 1C, etc. The first SSQAAP prepared for the second property will be 2A, and so on and so forth.

ECFRPC will have in place an EPA or State-approved SSQAPP prior to sample collection. The QAPPs will be consistent with the most recent EPA Region 4 QAPP guidance manual and toolbox (<https://www.epa.gov/brownfields/region-4-quality-assurance-project-plan-qapp-tool-box>). Costs incurred for sampling performed without an approved QAPP will not eligible for reimbursement.

ECFRPC understands that there are different requirements for the assessment of lead-based paint (LBP) and asbestos and will reference the QAPP guidance documents provided in the link above for more information.

C. Site Characterization – Site Specific Quality Assurance Project Plans, Phase II ESAs and ACM Surveys:

Once EPA has agreed that a property meets site-specific eligibility and has approved the SSQAPP Addendum, Phase II ESAs can begin. Phase II ESAs may include or be stand-alone asbestos surveys. This task includes completing nine Phase II ESAs with six Asbestos Surveys. Information from the Phase II ESAs and ACM surveys will be uploaded to the EPA ACRES database. This task budget includes consulting costs, lab charges, subcontractor charges, reporting costs, and associated expenses (materials, supplies, per diem, travel, etc.).

Sites with the highest redevelopment potential will be prioritized to aid completion of cleanup and redevelopment plans. Information from the Phase II ESAs will be included in the database described above. Specific reporting requirements are detailed below.

D. Federal Cross-Cutting Requirements: ECFRPC and the selected consultant will comply with Federal cross-cutting requirements. These requirements include but are not limited to OSHA Worker Health & Safety Standard 29 CFR 1910.120; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

E. Quality Assurance Project Plans (QAPPs): As previously discussed, ECFRPC will have in place an EPA or State-approved QAPP prior to sample collection. The QAPPs will be consistent with the EPA Region 4 QAPP guidance manual and toolbox. The documents in the Toolbox can be found at <https://www.epa.gov/brownfields/region-4-quality-assurance-project-plan-qapp-tool-box>

ECFRPC understands that costs incurred for sampling performed without an approved QAPP are not eligible for reimbursement. It is understood that there are different requirements for the assessment of lead-based paint and asbestos.

F. Health & Safety Plans: ECFRPC and the selected consultant will also prepare and follow an OSHA-compliant Health and Safety Plan (HASP). ECFRPC will submit the HASPs to EPA and the State for the Brownfields project file. EPA approval of the HASP is not required.

Task 3 will be primarily conducted by: Consultant.

2.4 TASK 4 - CLEANUP PLANNING

This task will involve the development of a plan to cleanup and redevelop sites within the ECFRPC and to develop implementation strategies and resources. This task will be conducted by environmental professionals utilizing input from the BAC, site-specific redevelopers, the EPA, and the FDEP. The information obtained from community outreach and Phase I and II ESAs will be used to evaluate the potential level of effort necessary to clean up selected sites and the associated costs.

A. ABCA: An Analysis of Brownfields Cleanup Alternatives (ABCA) briefly summarizes information about the site and contamination issues, cleanup standards, applicable laws, cleanup alternatives considered, and the proposed cleanup. It should include information on the cleanup effectiveness, the ability of the interested party to implement each alternative, the cost of each proposed cleanup alternative and an analysis of the reasonableness of the various cleanup alternatives considered including the one chosen. The ABCA is also a useful communication tool for the public and community input into the cleanup is recommended. The Coalition is proposing to complete ABCAs for nine sites (five priority and four additional sites). The document will be reviewed by FDEP Brownfield personnel prior to EPA submittal.

B. Institutional controls (ICs): In some cases, Institutional Controls will be necessary and a part of the site-specific ABCA planning activity. Institutional controls (ICs) are administrative or legal mechanisms that help minimize the potential for human exposure to contamination or protect the integrity of a remedy. While it is a desire to see every site cleaned up to a level that requires no further action, for some sites, it may not be practical. Zoning changes, easements, etc. generally require both State and local mechanisms and approvals. Property transfers and/or property development often cannot occur until these controls are in place. Multiple IC jurisdictions and the associated timing requirements will be anticipated in the cleanup-planning schedule. ECFRPC and the selected consultant will work closely with the State for the approvals. FDEP has the authority to approve Environmental Covenants.

C. Redevelopment Planning/Eligible Planning Activities: In addition to the “site-specific” cleanup planning activities, the Coalition proposes to perform “eligible reuse planning activities” on all five of the priority sites. These activities will be led by the ECFRPC in consultation with the other coalition partners. The ECFRPC plans to leverage the money budgeted for this activity with other federal, state, and local funding sources, which will should provide EPA more outcomes for this project at a lower cost. These activities will be scheduled depending on the progress of the site assessments. The proposed eligible reuse planning strategies are described below:

Eligible” Reuse Planning Strategy	Potential Site	City
1 Resource Roadmap	Razed Vacant Parcels	Apopka
Market Study + Land Use Assessment	Waterman Hospital	Eustis
Site Reuse Assessment	Former Train Depot Site	Apopka
Land Use Assessment + Resource Road Map	Former Dry cleaner	Kissimmee
Land Use Assessment + Resource Road Map	Former Auto Repair	Longwood

Task 4 will be primarily conducted by Consultant, except for subtask C which will be conducted by the ECFRPC

3.0 SCHEDULE

Attachment 2 is a table with a detailed guideline for schedule development. Several tasks run concurrently so ECFRPC and the selected consultant may choose to use a Gantt chart or other scheduling software tool that can assist in scheduling. ECFRPC will include sufficient time for management or governing board approvals as may be necessary at critical points in the project. Schedule development will be discussed with the EPA Project Officer.

Attachment 1: Budget Table for Work Plan Tasks

Budget Categories	Task 1	Task 2	Task 3	Task 4	Total
	Project Management & Reporting	Community Involvement/ Engagement	Site Identification/ Assessment	Cleanup Planning	
Personnel	\$10,036.01	\$22,433.44	\$0	\$26,565.91	\$59,035.36
Fringe Benefits	\$3,953.19	\$8,836.53	\$0	\$10,464.31	\$23,254.03
Travel	\$5,958.00	\$792.00	\$0	\$0	\$6,750.00
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$1,735.70	\$1,735.65	\$0	\$1,735.65	\$5,207.00
Contractual	\$30,000.00	\$30,000.00	\$406,753.61	\$39,000.00	\$505,753.61
Other	\$0	\$0	\$0	\$0	\$0
Total Budget	\$51,682.90	\$63,797.62	\$406,753.61	\$77,765.87	\$600,000.00

¹ Travel to brownfields-related training conferences is an acceptable use of these grant funds.

² EPA defines equipment as items that cost \$5,000 or more with a useful life of more than one year.

Items costing less than \$5,000 are considered supplies.

³ The CAR must comply with the procurement procedures contained in [2 CFR 200 and/or 1500](#).

Attachment 2: Schedule of Activities and Deliverables

Time and Actions from Notice of Selection to Award		
Pre-Award	0 month	Notice of Selection: May 2021
	0-2 months	ECFRPC completes required grant award documents and submits to EPA
	2 months	EPA works with ECFRPC to finalize grant work plan by Jun-Jul 2021
	2-4 months	Draft Community Engagement Plan and issuing consultant RFP (This must be denoted/written in your Workplan)
	3-4 months	EPA executes grant award and issues Cooperative Agreement Number.
Year 1	Time and Actions from Award/Project Start to Project End	
	0 months	Grant award
	0-3 months	RFP for contractor procurement is finalized ACRES Training
	1-4 months	Consultant contract executed and contractor on-board Kick-off meeting held with Contractor, EPA, State and others on the Project Team Complete Community Engagement Plan finalized Plan First Public Meeting Start regular conference call meetings with Project Team Registration, Travel, etc. for National Brownfield Conference
	4 months	Quarterly Report 1 is due 30 days after 1 st quarter ends Reimbursement Request Submitted ACRES Entries
	4 – 8 months	Develop generic QAPP and submit to EPA/State for approval Conduct Site Inventory and Prioritization Conduct Limited Site Characterization Host Public Meeting

	7 – 8 months	Start Phase I ESA(s) Start GPRs Convene regular conference call meetings with Project Team
	7 months	Quarterly Report 2 is due 30 days after 2nd quarter ends Reimbursement Request Submitted
	9 months	Start Reuse Assessment Plan and Resource Road Map
	10 months	Quarterly Report 3 is due 30 days after 3 rd quarter ends Reimbursement Request Submitted.
	8-12 months	Complete Phase I ESAs Enter Phase I ESA information in ACRES Submit signed AAI checklist to EPA Submit Site Eligibility Determination forms to EPA Complete GPRs Develop site-specific QAPP and submit to EPA/State for approval Start Phase II ESAs Begin Phase II ESAs
	12 months	Submit Federal Financial Report (SF425)
Year 2	13 months	Quarterly Report 4 is due 30 days after 4th quarter ends Start ACM Assessments Reimbursement Request Submitted Disadvantaged Business Enterprise (DBE) due with this quarterly report
	16 months	Quarterly Report 5 is due 30 days after 5th quarter ends Reimbursement Request Submitted

	18 months	Half of 3-year grant is complete. Check-in with EPA/State for any modifications to work plan budget or scope of work. Make sure accomplishments to date are in ACRES.
	18 months	Make sure all drawdowns possible have been made. 35% of funds should be expended by this time.
	19 months	Quarterly Report 6 is due 30 days after 6 th quarter ends Reimbursement Request Submitted DBE due with this quarterly report
	20 months	Start Eustis Market Study and Land Use Assessments
	22 months	Quarterly Report 7 is due 30 days after 7 th quarter ends Reimbursement Request Submitted
Year 3 and closeout	25 months	Quarterly Report 8 is due 30 days after 8 th quarter ends
		Reimbursement Request Submitted.
		DBE due with this quarterly report
	27 months	Start Land Use Assessment and Resource Road Map (Kissimmee and Longwood)
	28 months	Quarterly Report 9 is due 30 days after 9 th quarter ends
		Reimbursement Request Submitted
	30 months	Six months remain on the grant; Identify any remaining activities that should be completed
		prior to grant closing
	31 months	Quarterly Report 10 is due 30 days after 10 th quarter ends
		Reimbursement Request Submitted.
	34 months	Quarterly Report 11 is due 30 days after 11 th quarter ends
		Reimbursement Request Submitted

	Prior to close-out	Enter all work in ACRES.
		Prepare and Submit final Phase I or II ESA Reports and draft ABCAs.
	35 months	Reconcile accounts; collect remaining invoices for submission; gather deliverables for
		final close-out report
	36 months	Grant project/budget period closes; no further costs can be incurred after final date
	37 months	Quarterly Report 12 is due 30 days after 12 th quarter ends; May serve as Final Close-out Report if all project documentation is complete and ready. If so, then it is due 90 days after project period ends.
		MBE/WBE/DBE report due with this quarterly report.



East Central Florida Regional Planning Council

455 N. Garland Avenue, Orlando, FL 32801
Phone 407.245.0300 • Fax 407.245.0285 • www.ecfrpc.org

Hugh W. Harling, Jr. P.E.
Executive Director

R04-21-A-053

IV.D. Narrative Information Sheet

1. Application Identification: East Central Florida Regional Planning Council
455 N. Garland Avenue
Orlando, Florida 32801
DUNS: 039893771

2. Funding Requested
- a. Assessment Grant Type: Coalition
 - b. Federal Funds Requested:
 - i. \$600,000
 - ii. Not Applicable

3. Location

a. City	Apopka	Eustis	Kissimmee	Longwood
b. County	Orange	Lake	Osceola	Seminole
c. State	State of Florida			

4. Property Information for Site-Specific Proposals: Not Applicable

5. Contacts:

- a. Project Director:
Luis Nieves-Ruiz
Director of Policy and Planning
(407) 262-7772 ext. 310
luis@ecfrpc.org
455 North Garland Avenue
Orlando, FL 32801
- b. Highest Ranking Elected Official:
Hugh Harling, Jr.
Executive Director
(407) 262-7772 ext. 303
hharling@ecfrpc.org
455 North Garland Avenue
Orlando, FL 3280

6. Population:

Executive Committee

Chair
Sean Parks
County Commissioner
Lake County

Vice Chair
Emily Bonilla
County Commissioner
Orange County

Secretary
Billie Wheeler
County Council Member
Volusia County

Treasurer
Bryan Lober
County Commissioner
Brevard County

Immediate Past Chair
John Lesman
Gubernatorial Appointee
Seminole County

Member at Large
Julian Green
City Commissioner
City of Wildwood
Sumter County

Member at Large
Amy Lockhart
County Commissioner
Seminole County

City	Population
City of Apopka	53,447 (2019)
City of Eustis	21,303 (2019)
City of Kissimmee	72,717 (2019)
City of Longwood	15,561 (2019)

Source: United States Census Bureau

7. Other Factors Checklist

Other Factors	Page #
Community population is 10,000 or less.	
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
The priority brownfield site(s) are impacted by mine-scarred land.	
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	
The priority site(s) is in a federally designated flood plain.	
The redevelopment of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvements.	
30% or more of the overall project budget will be spent on eligible reuse planning activities for priority brownfield site(s) within the target area.	

8. State Letter: Attached

Executive Committee

Chair
Sean Parks
County Commissioner
Lake County

Vice Chair
Emily Bonilla
County Commissioner
Orange County

Secretary
Billie Wheeler
County Council Member
Volusia County

Treasurer
Bryan Lober
County Commissioner
Brevard County

Immediate Past Chair
John Lesman
Gubernatorial Appointee
Seminole County

Member at Large
Julian Green
City Commissioner
City of Wildwood
Sumter County

Member at Large
Amy Lockhart
County Commissioner
Seminole County



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

August 26, 2020

Cindy Nolan
Brownfields Program
U.S. Environmental Protection Agency
61 Forsyth Street, S.W. 10th Floor
Atlanta, GA 30303-8960
nolan.cindyj@epa.gov

Dear Ms. Nolan:

The Florida Department of Environmental Protection (Department) acknowledges and supports the East Central Florida Regional Planning Council's (ECFRPC) Brownfields grant application for a Community-Wide Hazardous Substance and Petroleum or Petroleum Products Coalition Assessment Grant. The coalition consists of the ECFRPC and the cities of Apopka, Eustis, Kissimmee, and Longwood. The Department understands that this application has been prepared in accordance with the U.S. Environmental Protection Agency's (EPA) guidance document EPA-OLEM-OBLR-20-06, titled "Guidelines for Brownfields Assessment Grants." This letter of acknowledgement addresses the requirement for a "Letter from the State or Tribal Environmental Authority," described in SECTION IV.D.8. EPA Brownfields grant funding will strengthen the ECFRPC's cleanup and redevelopment efforts. This federal grant effort also supports Florida's Brownfields Redevelopment Act and the Department's role in administration of site rehabilitation of contaminated sites.

The Department encourages EPA grant recipients to use the incentives and resources available through Florida's Brownfields Redevelopment Program with EPA grant funding to enhance the success of their Brownfields project. The Department recommends that the ECFRPC consider including Brownfields sites or areas that could potentially receive federal funding in a state-designated Brownfield area. The ECFRPC is also encouraged to contact Lu Burson, the Central District Brownfields Coordinator, at (407) 897-2912 to learn more about the Florida Brownfields Redevelopment Program.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Crain".

Kelly Crain, Environmental Manager
Brownfields and CERCLA Site Screening Section

KC/jc

cc:

Luis Nieves-Ruiz, ECFRPC – luis@ecfrpc.org

Lu Burson, DEP Central District – lu.burson@dep.state.fl.us



1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

1.a. Target Area and Brownfields; 1.a.i. Background and Description of Target Area: The East Central Florida Regional Planning Council (ECFRPC) provides technical assistance in the areas of land use and environmental planning, resiliency, health and food systems, comprehensive planning, and economic development to governments and organizations located within our eight-county region. In our role as a regional convener agency, the ECFRPC is leading a brownfield Coalition comprised of four communities within our jurisdiction: Apopka, Eustis, Kissimmee, and Longwood. Apopka, Eustis, and Longwood are all sparse suburban cities, and Kissimmee is dense suburban. Specifically, the target area for this coalition is a corridor: the Florida Orange Blossom Trail / SR 441 (OBT), which includes four blocks on either side of OBT that are visible from the corridor.

The OBT is a historic rail/highway corridor that runs from **Eustis to Kissimmee** along US Highway 441 and State Highway 17/92. The trail passes through four counties (Lake, Seminole, Orange and Osceola). In the golden age of Florida, slogans like “the Orange Blossom Trail-the scenic route through Florida” were used to lure in tourists. During that time, travelers could see miles and miles of picturesque orange groves, filling the air with their fragrant aromas. In the post-WWII-era, highway travel was the norm, and tourists sought the most scenic routes to complement their journey.¹ By 1965, OBT carried more traffic than any other Florida thoroughfare, and became the primary route through Central Florida for tourists visiting attractions like Cypress Gardens and Silver Springs. With the construction of the interstate system and Walt Disney World in the 1960s, paired with society’s hurried lifestyle, the OBT became less traveled. Almost 60 years later, OBT is now the “kind of highway that drivers avoid”². As the volume of traffic dwindled, businesses and commerce slowly dried up, leading to an increase in crime and a proliferation of closed gas stations, auto repair shops, hospitals, dry cleaners and other brownfields. These sites threaten surrounding environmental media and drinking water, as detailed in the following sections. A preliminary GIS inventory analysis revealed approximately 124 brownfields sites along the OBT in our Region. Perception of contamination associated with these sites has created an overall negative view of the OBT. One of our local residents commented that “*growing up in Orange County, the first place I learned to stay away from was the Orange Blossom Trail*”. It is not surprising that the OBT has also become an impoverished corridor with increased homelessness, low-income populations, crime, and a severe shortage of affordable housing. Due to the large span of this corridor and the myriad of regional issues affecting it, **revitalization of the OBT corridor can only be achieved by working collaboratively and across jurisdictional boundaries.**

1.a.ii. Description of the Priority Brownfield Site(s): We have coordinated with each of the four Coalition partners, and have identified priority brownfield sites in each Coalition partner’s jurisdiction along the corridor (the target area) – as defined in the table below:

® Coalition Partner City	® Priority Brownfield Site
Apopka	<i>Former Seaboard Air Line Railway (Station Street Project Area)</i>
The <u>Apopka</u> Seaboard Air Line <u>Railway Station</u> (Station Street Project Area) holds great historical significance. The station was rebuilt after being destroyed by a tornado in 1918 and operated until the 1960s mostly for passenger and freight service. It was later used for storage by a local meat market, and after that, it was used as a warehouse. The building has a frame vernacular design and is <u>Apopka</u> ’s only remaining historic passenger depot. It is owned by the City and covers 3.5 acres. The building is in severe disrepair, and the paint is flaking off in large areas, making this site’s appearance unsightly. Arsenic is a contaminant of potential concern (COPC) associated with herbicide spraying around the property and the adjacent railroad. Additionally, polynuclear aromatic hydrocarbons (PAH) are COPCs associated with historic railway operations, as well as asbestos due to the age of the remaining structure. <i>This site was chosen as a priority brownfield due to the potential for soil/groundwater contamination from past herbicide spraying/railway operations, extensive planning this property has already undergone, its community and historical significance, and its ownership by the City. The site is also located in an Opportunity Zone (CT 176).</i>	
Apopka	<i>Razed Vacant Parcels (3)</i>
This 2.5-acre site is located around the block from the <i>Station Street Project Area</i> site, and its historical use is unknown. These three contiguous parcels are located in a mixed-commercial/residential area and has derelict cement foundation on parts of the property indicating that buildings were razed. There is a paint and auto-body shop nearby, raising the community perception of possible contamination from off-site sources. <i>This site was chosen as a priority because of recent public feedback regarding the need for more affordable housing options as well as the unique benefits and opportunities the Land Trust (site owners) will provide the community.</i> However, due to its close proximity to the Station Street Project Area and an auto body shop and its unknown former uses (likely industrial based on its location), soil and/or groundwater impacts are possible on the site, and environmental assessment costs and stigma have halted redevelopment actions and plans for this site. <i>This site is also located in an Opportunity Zone (CT 176).</i>	
Eustis	<i>Former Florida Waterman Hospital</i>
This former <u>hospital</u> site comprises 4.8 acres in downtown Eustis. The property has been vacant since the hospital closed in 2003. Three underground storage tanks (USTs) and one above ground storage tank (AST) were located on the site. These tanks held emergency generator diesel and gasoline, and there is strong community concern regarding potential contamination and soil vapor inhalation issues from these former tanks. Groundwater flows eastward towards Lake Eustis, and the property is less	

¹ http://www.cityoforlando.net/city-planning/wp-content/uploads/sites/27/2018/03/MPBStaffReport2018-03_DET2018-10059.pdf

² Florida Citrus Mutual publication dated August 17, 2017



than 800 feet from the lakefront. This site is currently used for carnival rides during the Eustis GeorgeFest celebration, which attracts children and families. *The hospital site was chosen by the City of Eustis as a priority brownfield site because its closing in 2003 was a huge blow (300 jobs lost) to the Eustis economy and the City has included future planning use of the property in Eustis' 2016 Community Redevelopment Area (CRA) Plan. Also, there are concerns regarding petroleum contamination [volatile organic compounds (VOC) and PAHs as COPCs] of soil and/or groundwater from the former tanks, which may have impacted nearby Lake Eustis, a recreational lake for locals. The site is also located in an Opportunity Zone (CT 302.06)*

Kissimmee**Former Dry Cleaner**

The vacated dry cleaner is located on Broadway Street within the downtown CRA. This property is approximately ½ acre in size and almost in the backyard of a home. The historical use of chlorinated solvents at the site may have impacted soil and/or groundwater on and around the site (i.e., VOCs are COPCs). There has been no environmental work performed on the site to determine whether the soil/groundwater have been impacted by these COPCs or if there is a vapor intrusion concern in the adjacent home. The concrete is mismatched, old, and cracking, causing the growth of unsightly weeds throughout the property and resulting in numerous preferential pathways for vapor intrusion migration and impacts to breathing space. *This site was chosen as a priority brownfield because it is within the Kissimmee Medical Arts District, which is a top priority economic development project, as stated in the City's Strategic Plan (2017). This site was also chosen because of the potential impacts to human health and the environment (soil, groundwater, soil vapor, air, etc.).*

Longwood**Former Auto Repair Facility**

The former auto repair facility is approximately 0.75 acres in size and is located at 267 North Longwood Street in a low-income neighborhood and immediately adjacent to a residence (less than 300 feet away). The Longwood Water supply well is approximately 490 feet to the southwest, and this site is located in a Groundwater Source Water Assessment and Protection Area. East Lake is located approximately 830 feet to the northwest. The building has been demolished however an unkempt blend of tall weeds and gravel remain marking this parcel as an eyesore. Contaminants (PAHs, VOCs, heavy metals, and chlorinated solvents) associated with the site's historical use are potentially present in soil and/or groundwater on and around the site. *This site was chosen by Longwood as a priority brownfield due to: its location at a highly-visible intersection; the environmental implications associated with auto shops; and its close proximity to the groundwater well that supplies Longwood's public water supply. It is also located in Longwood's Economic Enhancement Program Area.*

1.b. Revitalization of the Target Area; 1.b.i. Reuse Strategy and Alignment with Revitalization Plans:

Partner/Site	Redevelopment Strategy
Apopka/ Railway Station (Station Street Project Area)	The Railway Station site is a City project entitled the "Downtown Apopka Triangle Project" and is planned to be the main focal point of Downtown Apopka. This property will be the base for a farmer's market, restaurants, and special events. (Apopka CRA Plan, 2017 pg. 49) The City is planning to issue a RFQ for the redevelopment of the Train Depot site in January 2021, but will not be able to establish a development agreement until environmental due diligence is completed.
Local Government Advancement: Part of a newly established Station Street District that focuses on arts and culture, entertainment, mixed-uses, and a pedestrian-friendly environment (Apopka CRA Plan, 2017).	
Apopka/ Razed Vacant Parcels	This 3-parcel, 2.5-acre property on W 6 th Street was recently acquired by a non-profit, Hannibal Square Community Land Trust, with the intent of building 24 affordable housing townhomes for working families. The reuse plan also includes a park and pavilion. Environmental due diligence will provide the necessary first step towards this project's construction.
Local Government Advancement: One of the goals of Apopka CRA Plan is to promote residential growth and the construction of new affordable housing to fill current deficits in affordable housing units. New residential development will act as a demand stimulus for commercial, retail, and entertainment development within the downtown areas of the CRA (pg.33).	
Eustis/ Waterman Hospital	Eustis will incentivize a portion of this site to be redeveloped into affordable housing. Future Land Use is mixed-use residential. (City of Eustis 2016 Redevelopment Plan, pg. 13) Downtown & Lakefront-make this a prime location for developers.
Local Government Advancement: Located in Eustis' Central Business District (CBD), and part of the portion zoned for mandatory mixed-use residential. Eustis' Redevelopment Plan states that the City will leverage City and CRA resources to support private investment and redevelopment efforts on this site and other sites where redevelopment is feasible. (pg. 25)	
Longwood/ Auto Repair	LYNX, the Region's bus transportation service, plans to redevelop the priority site into a LYNX station to link bus transportation to the new commuter SunRail train.
Local Government Advancement: Zoned for future use as infill and mixed-use as stated in the City's Comprehensive Plan.	
Kissimmee/ Dry Cleaner	This site's projected reuse is as a new medical business. To lure developers, Kissimmee has added five additional economic incentives above the typical incentives made available by the City to medical businesses considering reusing this property.
Local Government Advancement: The City partnered with the ECFRPC to develop the Kissimmee's Medical Arts District Strategic Plan to leverage the growth of its hospitals and medical industry to develop a new healthcare hub and spur the revitalization of the City's core.	

These reuse plans also align with three of our main goals which are defined in ECFRPC's 2017-2022 Comprehensive Economic Development Strategy (CEDs): *Goal PL2: Assist with redevelopment and place-making efforts; Goal PL3: Promote smart growth principles and the development of community amenities; Goal PL5: Support CEDs Partners in their projects and activities.* These reuses will also further East Central Regional Resilience Collaborative (2018), which is a partnership created to increase economic resilience through collaboration with stakeholders and community input.



1.b.ii. Outcomes and Benefits of Reuse Strategy: All of the planned redevelopments support the EPA's FY 2018-2022 Strategic Plan, Goal 1-Objective 3, which is to revitalize land and prevent contamination. Second, **three of the five priority sites are located in Opportunity Zones and two of them are located less than two miles away from an Opportunity Zone.** Priority site locations in Opportunity Zones make these sites attractive for investors. Additionally, the US EPA estimates that for every one acre of redeveloped brownfields, 4.5 acres of natural landscape is protected. Therefore, **these five priority site reuses (11 acres) could preserve 49.5 acres of greenfields.** Economically, these site reuses will save taxpayers millions. The estimated cost of new infrastructure is \$90,000 per acre of urbanized area. This would include such costs as water, sewer, gas, electric, phone, cable, storm water drains and detention, streets, sidewalks, and lighting.³ Utilizing the \$90,000 per acre estimate, **these five priority sites would save \$990,000 of unnecessary capital infrastructure costs and eliminate the permanent cost of maintenance that would be borne in perpetuity by Central Florida taxpayers.**

These projects will benefit *all* of our Coalition Cities, and due to their locations in high poverty and/or high minority areas, these projects will work toward achieving environmental justice within each community. These sites are strategically located in each of the Coalition City's priority areas, stimulating each community's reuse priorities and revitalization goals. In **Apopka**, the **Train Depot site** will be redeveloped into a downtown plaza featuring a restaurant, event venue, and farmer's market. This will help lower food insecurity rates, provide multiple outlets for purchasing healthy food, and provide more job opportunities for residents. The **Razed Vacant Parcels** will be developed into 24 affordable townhomes, aiding in reducing the current affordable housing shortage in Orange County. The Land Trust in charge of the project in Apopka will use various energy efficient measures for the townhomes construction. In **Eustis**, a mixed-used residential development at the **Waterman Hospital site** will create affordable housing and decrease the percentage of the population living in substandard housing, which is currently very high (40%).⁴ In **Longwood**, the **auto repair shop** site redevelopment into a LYNX bus station will identify any current risks to Longwood's water supply, create increased walkability, and link the current bus transit system with the SunRail train – giving citizens without vehicles better access to transportation. In **Kissimmee**, the **dry cleaner** redevelopment into a medical business/office will create primary care access in a community currently lacking access due to a large percentage of the population not owning motor vehicles.

1.c. Strategy for Leveraging Resources; 1.c.i. Resources Needed for Site Reuse: The Coalition plans to leverage the brownfield grant with as many other sources of funding as possible. There are several CRAs located along the corridor, and most of the priority sites are located within the Coalition Cities' CRAs. The **CRA** model has an established tax increment funding structure whereby newly-generated tax revenue realized from development can serve as a revenue stream for the redevelopment of blighted areas. In this fashion, the municipalities have been able to implement a small but steady stream of infrastructure improvements, assure site control through acquisitions for desirable redevelopment parcels, and demolish structures where appropriate. The **City of Apopka** will be allocating \$300,000 of CRA funds for the Fifth Street Parking Lot construction, renovation and redevelopment to serve the Station Street Project (Train Depot site/Apopka priority site).

The assessment funding provided by an EPA grant will be added to the suite of frontend activities needed to address the vacant, abandoned and underutilized sites, allowing the Coalition to work with developers to ensure projects are completed, assessed and then remediated and redeveloped. **ECFRPC** also plans to take advantage of the state incentives for remediation. The State of Florida offers a Brownfields Redevelopment Bonus Refund tax available for each new job created by an eligible business in the amount of \$2,500 per job. Florida also offers Voluntary Clean Up Tax Credits. Projects that execute a Brownfields Site Remediation Agreement with the Florida Department of Environmental Protection (FDEP) are eligible for a 50% tax credit for cleanup costs. An additional 25% is available for properties redeveloped into affordable housing. The **City of Eustis** is partnering with the two private ownership groups of the Former Florida Waterman Hospital site: Lake Eustis Properties and Eustis Partners, to better market their priority site. As such, the City of **Eustis** is offering a "creative incentive package" that will include impact-fee credits, development assistance, and a pledge to help with funding for a parking facility associated with the site. During the incentive program, **Eustis** will waive water and sewer impact fees for construction within the City limits. Depending on a project's scope, this cost savings could be substantial. For example, impact fees for the following construction types would be reduced by: \$3,522 for a single-family home; \$146,000 for a 50-unit multi-family project or \$23,450 for a 50-seat restaurant. **Kissimmee** already offers a variety of economic incentives including assistance with the retrofitting or demolishing of blighted properties. Their priority site is located Downtown, has street lights, sidewalks, and parallel parking spaces already available for reuse. For the Apopka townhome site, the site owner is a land trust, enabling to seek additional grants and benefit from zero-percent construction loans. Also, The **City of Longwood** has the *Green Building Program*, which promotes a sustainable future through environmentally-sensitive development. The City offers assistance through fast-track processing of permits, site plan fee reduction, marketing, and award recognition. Longwood also has a *Raising Energy Efficiency Program*, which provides rebates up to \$500 a year for residents or businesses utilizing contractors, suppliers, or other businesses located within the City Limits of Longwood for purchase and/or installation of **energy efficiency improvements** (HVAC system upgrades, solar panels) at their home or business. 1.c.ii. Use of Existing Infrastructure: Each of our Coalition members will use existing infrastructure

³ Professor Jonathan Barnett of the University of Pennsylvania Department of City and Regional Planning, 2006 Regional Visioning process

⁴ EPA's EJ Screen-ACS Report



since all target areas fall within already developed sections of the cities serviced by municipal infrastructure. Therefore, reuse of the priority sites (or other brownfields) will not require installation of new infrastructure.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

2.a. Community Need; 2.a.i. The Community's Need for Funding: Each of the priority sites' reuses benefit communities that are both low-income and unable to obtain initial funding for environmental assessments and reuse. The problems for these communities along the OBT cannot be solved by one jurisdiction and require a regional approach. Jobs continue to be lost from business closings causing less tax revenue availability. According to the Florida Department of Economic Opportunity, Office of Workforce Services, Worker Adjustment and Retraining Notification (WARN) Notices, a total of 7,662 jobs have been lost in the five cities during the past five years alone. These numbers do not include the recent layoffs resulting from economic shutdown caused by COVID-19, which hit the ECFRPC Region especially hard due to our economy's reliance on tourism. In September 2020, **Disney, a major employer of our communities' citizens, announced they would be laying off nearly 8,000 workers.**⁵

The average per capita income for the target area is **66% less** than the national average. The average median family income of the targeted area (\$40,663) is **less than half** of the national average (\$88,153). The jobs that are available are mostly low-income service jobs that do not sufficiently raise the standard of living along the OBT to that of county(ies), state, or national levels. Due to these economic struggles in the Coalition Cities and the relatively small populations of the target corridor within these cities, there are no other readily available mechanisms for which the Coalition can access enough funding to perform all of the environmental assessments needed for the brownfield sites in the targeted areas. If awarded this grant, the ECFRPC will serve the coalition partners by providing funding for assessments and planning activities to our partners, which do not have access to resources to address these sites independently.

2.a.ii. Threats to Sensitive Populations; 2.a.ii.(1) Health or Welfare of Sensitive Populations: In the Central Florida Region, homelessness is a major welfare issue that impacts quality of life for our residents. According to Orange County Public Schools' figures, nearly 9,700 students experienced homelessness over the past academic year in Orange County alone. Central Florida's homelessness issue is caused by a lack of affordable housing, low wages, unemployment, and even displacement. In September of 2017, Hurricane Maria, a Category 4 hurricane, devastated Puerto Rico. Since then, at least **50,000 displaced Puerto Rican citizens have moved to Florida** (school enrollment data and requests for state aid data according to University of Florida economists). According to US Census Data, all four Coalition Cities had increases of Hispanic populations notated as "statistically significant" between the latest two sets of American Community Survey 5-Year Estimates. Homelessness significantly impacts both individuals and these communities. Homelessness is associated with increased risks of physical and mental health issues including poor mental and physical health, increased risk of entering the criminal justice system, and premature death. Impacts to the community are economically straining. According to the Economic Impact Report released by the Central Florida Commission on Homelessness, the average **cost per day** for a **chronically homeless individual living on the streets**, including incarceration and hospital stays, is **\$84.93 per day** — over \$30,000 per year.⁶ According to a March 2018 report by the National Low Income Housing Coalition, **Florida has one of the greatest shortages in affordable housing** and the Orlando-Kissimmee-Sanford Metropolitan Area is tied for the **#2 Least and Most Severe Shortages with only 17 affordable and available rentals for every 100 extremely low income renter households.**⁷ To provide perspective, an affordable apartment complex with about 200 units was recently built in Orange County, and the management received more than 10,000 applications for it. In addition, large percentages of families are living in hotels along the corridor, as depicted in *The Florida Project* movie, 2017. Access to affordable housing has wide-ranging, positive impacts. When families have stable, decent, and accessible homes that they can afford, they are better able to maintain employment, perform better in school, and achieve improved health and well-being (Desmond & Gershenson, 2016; Maqbool, Viveiros, & Ault, 2015; Brennan, Reed, & Sturtevant, 2014).

Within a quarter mile radius of the Waterman Hospital (**Eustis**), pre-1960 housing is in the 85th percentile for the State of Florida, and 84th for EPA Region 4.⁸ Also within a ¼ mile radius, 18% of resident are over the age of 65, thus identified as a sensitive population. Since a portion of the Waterman Hospital site project will be developed into affordable housing, *a higher percentage of the target community will be given the opportunity to live in safe housing.* In **Longwood's** target area, the census tract where the priority site is located has a higher Firearms Related Death Rate (17.3 per 100,000) and Homicide Death Rate (13 per 100,000) than all of the surrounding census tracts⁹. Homelessness and vacant properties are proven to increase risk of assaultive violence¹⁰. Returning this site to reuse will link bus and rail transportation and help decrease violent crimes by eliminating opportunities that are associated with vacant properties. In **Apopka's** target area, 60% of residents have **very low food access** compared to the US average of 22%.¹¹ This census tract (176) is also considered a "Food Desert", according to the USDA- Food Access Research Atlas. Since the development of a restaurant and farmer's market are part of the written reuse strategy for the *Station Street Project*

⁵ <http://www.orlandosentinel.com/business/tourism/os-bz-disney-warn-layoffs-pandemic-20200930-zdr2gxxsr5hm5ibetbc26v2ye4-story.html>;

<https://www.mynews13.com/fl/orlando/news/2020/09/18/disney-s-swan--dolphin-hotels-to-lay-off-1-136-employees>

⁶ <https://www.centralfloridahomeless.org/the-problem>

⁷ https://www.cfchomelessness.org/wp-content/uploads/2018/06/Gap-Report_2018.compressed.pdf

⁸ EPA's EJ Screen Radius report, ¼ mile radius around former Waterman Hospital site

⁹ Department of Health State of Florida, Division of Public Health Statistics and Performance Management

¹⁰ Vacant Properties and Violence in Neighborhoods. Charles C. Branas,1 David Rubin,2 and Wensheng Guo1

¹¹ Data Source: US Department of Agriculture, Economic Research Service, USDA - Food Access Research Atlas



Area site, this reuse will decrease the percentage of the target community currently designated as having “low food access”. Also in Apopka, in the census tract where the priority sites are located, 52% of all housing units are renter-occupied, and **60.8% of renters are paying over 30% of their income on rent alone** (2017 Census Data for CT 176). This means that over 60% of renters in this community are cost-burdened households. According to HUD, cost burdened families are those who pay more than 30% of their income on housing and may have difficulty affording necessities such as food, clothing, transportation, and medical care. The Apopka priority site with planned reuse as affordable townhomes is owned by a community land trust, which significantly reduces the mortgage and taxes for future low-income homeowners. The townhomes will be able to be purchased at a relative discount by separating the cost of the structure from the cost of the land. The buyer purchases the structure, and leases the land to the trust, which reduces the overall cost of the mortgage, down-payment, and future tax obligations. *This reuse will reduce the welfare issues experienced by sensitive populations (89% minority; 66% low income¹²) in Apopka by meeting a critical housing need.* In Kissimmee, the rate of Primary Care Physicians per 100,000 of the population is 46. The State rate is 79 and the US rate is 87.¹³ *Designated reuse of the priority site in Kissimmee as a medical facility will reduce the current shortage of health professionals and health status indicators.*

2.a.ii.(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions:

City	Disease/Adverse Health Condition
Apopka	The census tract where the Station Street Project Area (Train Depot site) is located is experiencing greater than normal adverse health conditions. The <i>Station Street Project Area</i> priority site is located in a food desert census tract (CT 176). The census tract has a Nutritional Deficiencies Death Rate of 4.5 per 100,000, while the State rate is only 1.5, and the County rate is 3.8. ¹⁴ <i>The Station Street project will meet the needs of the community by lowering food insecurity rates and Nutritional Deficiency Death Rates in Apopka by reusing this site to include a restaurant and farmer's market. This will provide multiple sources of fresh food access in the target community.</i> The average age of residential structures in Apopka is 59 years, which poses health and environmental risks associated with asbestos and lead-based paint exposure, which is commonly present in older homes. Studies suggest that asbestos exposure can trigger asthma . ¹⁵ In Apopka, the age-adjusted asthma hospitalizations Rate Per 100,000 is 34% higher than the state rate (94/100,000 vs. 62.4/100,000). ¹⁶ <i>The affordable townhome units that will be constructed in Apopka will facilitate the reduction of threats associated with poor quality housing by limiting exposure to allergens, asbestos, neurotoxins, and other dangers.</i>
Eustis	Asbestos exposure is a well-known cause of lung cancer. Twenty-seven percent of households within ½ mile of the Eustis priority site were built before 1950, which makes the presence of asbestos and lead-based paint likely. Sensitive populations of <u>113 children under the age of 5 are living within ½ mile radius of this property</u> . The rate of lung cancer in Eustis is 75.7, which is 27% higher than the State's lung cancer rate of 55.1. ¹⁷ Asbestos assessments funded by this grant will allow us to determine the extent of abatement necessary for demolition of the hospital to occur – in order to make room for new housing units. Therefore, the cleanup of this site will immediately <u>reduce current inhalation and ingestion threats to the community</u> . <i>The creation of 40 new housing units would reduce the percentage of pre-1950's housing by 2.5%. This will reduce the number of sensitive populations exposed to asbestos and lead dust which is associated with lung cancer.</i>
Longwood	This project will <u>identify</u> potential exposure to heavy metals and petroleum products. Former auto shops are frequently contaminated with heavy metals and petroleum and pose a high threat to surrounding soil and groundwater. As previously mentioned, this site is less than 500 feet away from a water well. Heavy metal exposure has been linked to adverse birth outcomes, such as birth defects . In Longwood, while the overall birth defect rate is lower than the state average, certain types of birth defects associated heavy metal exposure are higher than the state average. For example lead exposure in the birth father during sperm production has been linked to spina bifida (birth defect). ¹⁸ In Longwood, the rate of spina bifida defect births (4/10,000) is 60% higher than the state rate (2.5/10,000). ¹⁹ This site is also mainly dirt and deteriorating gravel, which has created exposure pathways that may be causing soil vapor inhalation hazards to surrounding residents. <i>This possible contamination to soil, groundwater, and air requires further investigation to identify and mitigate the potential health and environmental threats this site poses to sensitive populations and the water supply.</i>
Kissimmee	Between 2009-2013 and 2014-2018 the rate of death for the census tract (416) where the target site is located went up 28%- a statistically significant increase according to the Florida Department of Health Bureau of Vital Statistics. This death rate statistic jumped from 824.44 per 100,000 to 1,059.21 per 100,000 in this time period, while the death rate for the County is currently 707.8 per 100,000. Dry cleaners, like the historical one on the Kissimmee priority site, use solvents like trichloroethylene, which has been proven to cause kidney cancer . The kidney cancer death rate for the site's census tract is 5.3, and is in the 4 th (least favorable) quartile in the state. The County Rate is 3.4, and the State rate is 3.3. ²⁰ Tetra- and trichloroethylene (common in dry cleaning solvents) have high mobility in soil making both a threat to groundwater. A water well is located only ¼ of a mile away from the Kissimmee priority site. These high death rates could be due to brownfields like the dry cleaners site and could all be due to the fact that in this census tract <u>15.1% of the households have no motor vehicles</u> – as compared to 6.7% for the state – to use to receive medical care. The redevelopment into a medical facility will provide primary care access that is in walkable distance for the target community, and the assessment and cleanup, if necessary, of impacts related to former dry cleaning operations on the site will help to reduce contaminant exposure and vapor inhalation issues for surrounding residents. <i>This reuse will also help identify and mitigate what may be causing the statistically significant rise in death rates in this community.</i> ²¹

¹² Selected Characteristics Of The Total And Native Populations In The United States, Census Tract 176, US Census, 2017

¹³ US Department of Health & Human Services, Health Resources and Services Administration, Area Health Resource File

¹⁴ Florida Charts. Data Viewer

¹⁵ <https://www.atsjournals.org/doi/pdf/10.1164/ajrccm.183.11.1571a>

¹⁶ <http://www.flhealthcharts.com/charts/OtherIndicators/NonVitalIndDataViewer.aspx?cid=9755>, 2019 data

¹⁷ Florida Cancer Data System, Florida Department of Health, 2016

¹⁸ <https://birthdefects.org/lead/>

¹⁹ <http://www.flhealthcharts.com/ChartsReports/rdPage.aspx?rdReport=ChartsProfiles.BirthDefectsProfile>

²⁰ Florida Charts Charts Mapper, 2014-2018 Data

²¹ <http://www.flhealthcharts.com/ChartsReports/rdPage.aspx?rdReport=ChartsProfiles.CommunityCensusProfile&censuscid=97&rdRequestForwarding=Form>



2.a.ii. (3) Disproportionately Impacted Populations: The communities located within the OBT corridor are the most adversely affected by Hurricane Maria displacement, homelessness, low wages, and a lack of affordable housing – as demonstrated by high unemployment and poverty rates. The table below shows that target populations living in close proximity to brownfields have significantly lower incomes than the State average, while also facing disproportionate impact due to their proximity to negative environmental factors-such as pre-1960's housing. The table outlines the disproportionate low-income populations as well as the EJ Index for Lead Paint Indicator (Pre-1960's housing) in close proximity of the priority sites. All of the priority sites have planned reuses (discussed in detail in the sections above) that will aid in addressing the identification and reduction of environmental threats (discussed in detail above) unique to each Coalition City.

¼ Mile Radius Around Each Priority Site: Economically Impoverished & Disproportionately Impacted by Environmental Consequences (EJ Screen)			
City/Site	Low Income Population	State Low Income	EJ Index for Lead Paint Indicator
Apopka/ Station Street Project	65%	37%	91 th Percentile in State; 88 th in US
Apopka/ Razed Vacant Parcels	58%		87 th Percentile in State; 84 th in US
Eustis/ Hospital	46%		67 th Percentile in State; 67 st in US
Kissimmee/Dry Cleaner	66%		58 th Percentile in State; 69 th in US
Longwood/ Auto Shop	49%		99 th Percentile in State; 99 nd in US

2.b. Community Engagement

2.b.i. Project Involvement & 2.b.ii. Project Roles: The ECFRPC, Coalition partners, and our communities are currently leading several efforts to improve communities near the OBT. The ECFRPC has an existing Community Involvement process as laid out in its 2017 Community Involvement Plan (CIP) that will be immediately submitted to the EPA for review upon award of this grant. Implementation of this plan has included a series of community outreach meetings dating back to the first meeting on **December 1, 2014** with 8 meetings to date. The most recent meeting was held in November of 2019. To continue involving the community, the ECFRPC will directly contact the Coalition partners, government partners, and community organizations concerning upcoming meetings and will ask them to communicate to their network of citizens and stakeholders. The ECFRPC also has, and will continue to identify impassioned key leaders of the community and notify them directly of upcoming meetings. The ECFRPC will also keep citizens and stakeholders informed through our website: <https://www.ecfrpc.org/>; press releases; television ads; flyers, social media; direct email campaign; Facebook, and Twitter page; and scheduled community outreach events. The community outreach meetings and ECFRPC's website serve as a platform to solicit input from the community on planning, prioritization of sites, needs identification, and remediation decisions. Through previous community outreach meetings, some sites from each of the Coalition communities have already been selected as initial priority sites to address. Project partners are:

Name of Organization/ Entity/Group	Point of Contact (Name, Email, & Phone)	Specific Involvement in the Project or Assistance Provided
Orange Blossom Trail Development Board	Vanessa Pinkey; 407-855-1705 vanessa.pinkey@obtdb.com	Site selection, site reuse coordination, communicating project updates, and serve on the Brownfields Advisory Committee (BAC).
Community Vision	Sue Ring; 407-933-0870; dsines@communityvision.org	Assistance with communicating project updates to the affected communities and educating people on the risks of brownfields through website and dissemination of informational materials.
Coalition for the Homeless of Central Florida	Tracie Morris; 407-426-1265; tracie.morris@cflhomeless.org	Represent homeless populations, assistance with site selection , serve on the BAC , and communicate project meetings and updates to homeless communities. (all communities)
Eustis Housing Authority	Horace J. Jones III; 352-357-4851 hjones@eustishousingauthority.com	Technical assistance and guidance for properties the City and community members wish to transform into low-income housing, as well as serve on the BAC .
Tyre & Taylor Commercial Realty	Glen Tyre; 352-483-1000 office@tyretaylorcommercialrealty.com	Commercial Real Estate firm, will market brownfields properties and assist with site selection , if needed.
Seminole County Office of ED	Tasmin Bell; 407-665-7135; tbell@seminolecountyfl.gov	Marketing site to developers; assisting new businesses that may arise from redevelopment/workforce training. (Longwood)
Florida Hospital Kissimmee	Beth Thibidaux; 407-303-2850; Thibidauxbeth@adventhealth.com	Will provide baseline health statistics for the target areas and will assist with the dissemination of health updates at workshops and meetings and through their website and social media efforts
Kissimmee /Osceola County Chamber of Commerce (COCs)	John Newstreet, 407-708-4610; jnewstreet@kissimmeechamber.com	Both COCs will assist with public outreach in English and Spanish, marketing , sit on the BAC and assist with identifying potential redevelopment projects (site selection and reuse).
Eustis African American Celebration Committee	Vivian Mitchell; 352-589-6448; http://businessmasters.net/EustisAfricanAmericanCelebration/ContactUs.asp	Serve on the BAC , and share the progress of this project with our community and help others become involved by identifying environmental concerns, expressing their redevelopment interest and assisting in site selection, and site reuse .
Orange County Library System	Milinda Neusaenger; 407-835-7323; neusaenger.milinda@ocls.info	Designated location for the document repository, giving citizens of Apopka a centrally-located place to view project information.
Hannibal Square Community Land Trust	Camille Reynolds (407) 643-911; info@HannibalSquareCLT.org	Land Trust; developer of Apopka Townhome Affordable housing at priority site (site selection); community outreach; sit on the BAC .



2.b.iii. **Incorporating Community Input:** ECFRPC and our stakeholders have already received significant input regarding the concerns of blight and increased crime along the OBT. The ECFRPC plans to communicate progress to the community and stakeholders concerning these issues through a variety of methods, such as community outreach meetings that will be conducted on a bi-annual basis. In each of these meetings, the ECFRPC will seek input from the community of the target areas regarding site identification, environmental concerns, site prioritization, and potential reuse planning. Notification of these meetings will be provided by emails to each of the government and community-based organizations. Notifications may also be provided through flyers distributed throughout the community, news media, and local newspaper. We will provide written updates to post on the Coalition partners' webpages as well as our website, <https://www.ecfrpc.org/>. Stakeholder meetings will also have time devoted in each meeting to communicating progress to members of the community attending the meetings. At meetings there will be time for citizens to provide input and ask questions about the project. For those unable to attend meetings, our website will also include a place for citizens to send questions, concerns, and suggestions. All feedback along with a written response from ECFRPC will be posted on the website and printed for the next community meeting. Progress updates will be available in Spanish for the local non-English speaking Hispanic population. Translation services for deaf residents will also be provided, as needed. An Outreach and Equity Advisory group comprised of members of the community will also be utilized in order to ensure that the affected communities are informed about outreach meetings and to ensure progress of the grant is sufficiently communicated. Updates will be advertised and placed in a document repository in the Orange County Library System and posted on our website. As a regional planning agency, the ECFRPC's activities were severely hampered by the COVID-19 crisis because of the limits imposed on hosting in-person. However, the agency has successfully transferred all of its meetings and events to video conference platforms such as Zoom and Microsoft Teams. This includes the agency's bi-monthly Council Board meetings, which are attended by over 30 elected and appointed officials plus the general public. All meetings are noted on the ECFRPC's website and the Florida Administrative Register. The public can contact the ECFRPC to get the meeting links and passwords. Besides following these steps, the ECFRPC and the coalition partners will utilize the methods provided in the EPA's 2020 factsheet entitled, *Socially Distant Engagement Ideas* (link: <https://www.epa.gov/brownfields/socially-distant-engagement-ideas>). The Coalition's partners will make sure to notify the public about nearby points of access (such as libraries and community centers) that could be used to connect to the meetings.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Description of Tasks/Activities and Outputs

Task/Activity: Task 1 – Grant Management= \$45,000	
i. Project Implementation:	We have a plan in place to easily manage and complete the assessment grant within the required 3-year time frame. The grant will be managed by Luis Nieves-Ruiz, AICP, the ECFRPC's Economic Development Manager. Mr. Nieves-Ruiz will be responsible for coordinating with the other Coalition Partners to obtain additional access agreements as needed beyond those already received. Everything is in place for the ECFRPC to start immediately upon notification of award of the grant. With an inventory of sites already being conducted and with signed site access agreements in hand for some of the high priority sites, ECFRPC will be able to immediately start upon the selection of a qualified consultant. The selection process will be completed within 90 days of award notification so other tasks will also be able to begin within the start of the 3-year grant period. The Coalition Program Director will be responsible for oversight of all grant activities and reports including financial and disadvantaged-business enterprise (DBE) reports; ACRES database reports, quarterly reports, correspondence with EPA, Work Plan development, and budget drawdowns. <u>Some of ECFRPC's duties will be assigned to a selected multi-disciplined Brownfield Consulting Team (BCT).</u> The ECFRPC will establish a contract with a BCT following a qualifications-based procurement process per 2 CFR 200.317-326. Early procurement is essential in reducing lag-time associated with the contracting process and allows for expedited project kick-off upon execution of the Cooperative Agreement (CA). Other activities associated with this task quarterly reporting, annual reporting, and ACRES maintenance.
ii. Anticipated Project Schedule:	Contractor Procurement (including all associated outputs) <i>Quarters 1-2</i> ; Quarterly Reporting and ACRES maintenance <i>Quarterly</i> ; Annual Reporting <i>Annually</i> .
iii. Task/Activity Lead(s):	This task will be led by the lead applicant, ECFRPC with assistance from the BCT, as needed.
iv. Outputs:	RFP development and issuance; Notify EPA Project Officer (PO) of contractor selection; Quarterly Reports; ACRES update; annually completed MBE/WBE forms; annually completed Federal Financial Reports (FFRs); Final Closeout Report and Closeout Forms.
Task/Activity: Task 2 – Community Outreach= \$55,000	
i. Project Implementation:	Community outreach will play a major role in the implementation of this assessment grant. The Coalition cities will assist with community outreach by participating on the Brownfields Advisory Committee (BAC). The BAC will be led by ECFRPC and have <u>at least one member of each Coalition City</u> . Additional community partners will be encouraged to participate as members of the BAC. ECFRPC will put on our website a form for concerned citizens to nominate brownfields sites and ask project-related questions where the responses will be answered and posted on the website. Other outreach tasks will include: updating of site inventory, notifying residents of meetings; development and distribution of informational handouts and brochures; meeting with the community to hear concerns and obtain input for prioritizing sites for assessment; and providing education opportunities about the potential benefits of the brownfield program to the community. EPA funding will be used to coordinate community outreach efforts and to cover the costs associated with meeting notifications and materials. BAC and community meetings will occur jointly and <u>bi-annually</u> throughout the grant period. Travel to conferences has been included in the community outreach budget.
ii. Anticipated Project Schedule:	BAC and community meetings <i>bi-annually</i> throughout the grant cycle. Travel for conferences TBA. Outreach material development <i>bi-annually</i> in addition to as requested throughout the grant lifecycle.
iii. Task/Activity Lead(s):	This task will be led by ECFRPC with contractual assistance from the BCT, as needed.



iv. **Outputs:** List of Brownfields Advisory Committee members; 6 meetings; 6 meeting agendas; 6 meeting minutes; 6 sign in sheets; 6 website updates (+ community input responses on an as-received basis); updated inventory; Training Certificates from Conferences.

Task/Activity: Task 3 – Phase I = \$80,000 & Phase II Assessments = \$315,000

i. **Project Implementation:** A Generic Quality Assurance Project Plan (GQAPP) will be compiled during the first quarter of the grant period. The GQAPP will define sampling, laboratory, and field procedures and methods. Phase I Environmental Site Assessments (ESAs) will be conducted on our 5 priority sites. In total, we have budgeted for 13 Phase I ESAs (5 priority sites, 8 non-priority sites). Phase I ESAs will be performed in accordance with EPA's All Appropriate Inquiry Rule and ASTM E1527-13 - Standard Practice for Environmental Assessments, Phase I Environmental Site Process. Pre-Phase II ESA activities like Ground-Penetrating Radar (GPR) surveys may also be warranted to determine locations of tanks, pipes, and other buried material. GPR surveys are essential in determining Phase II ESA cost estimates during Site Eligibility Determinations and Site-Specific Quality Assurance Project Plan (SSQAPP) preparation. SSQAPPs are not required for GPR surveys, so these can be performed in conjunction with either the Phase I ESA or SSQAPP.

Phase II ESAs will be performed on the sites where recognized environmental conditions have been identified in the Phase I ESAs. Based on the known historical uses of identified priority sites, Phase II ESAs are anticipated for all five priority sites, and four additional sites. Phase II ESAs will be performed in accordance with ASTM E1903-11 or similar protocols. Phase II ESA activities can include soil/groundwater subsurface, surface water, sediment, and/or soil vapor/sub-slab vapor sampling and analysis. Phase II ESA activities also include reporting. Asbestos-containing material (ACM) assessments will also be included in Task 4. ACM surveys are performed to quantify the amount of ACM in a building/structure and include important information for cleanup and redevelopment purposes. Prior to the performance of Phase II ESAs and/or ACM assessments, a SSQAPP must be prepared that defines site conditions and potential contaminants of concern. The SSQAPP will be supplemented by the GQAPP, which references sampling, laboratory, and field procedures.

ii. **Anticipated Project Schedule:** 9 Phase Is and associated outputs in *Quarters 1-3*; 5 GPR's in *Quarter 3*; 2 GPRs in *Quarter 4*; 4 additional Phase I and associated outputs in *Quarters 9-10*; 3 ACM assessments in *Quarter 5*; 3 ACM assessments in *Quarter 6*; and 3 ACM assessments in *Quarter 7*; 5 SSQAPP's in *Quarter 3*; 4 SSQAPPs in *Quarter 4*; 3 Phase II's in *Quarter 5*; 3 Phase IIs in *Quarter 6*; 3 Phase IIs in *Quarter 7*.

iii. **Task/Activity Lead(s):** This task will be completed by the BCT upon request by ECFRPC.

iv. **Outputs:** 1 Generic QAPP; 13 Phase Is; 7 GPRs; 6 ACMs; 9 SSQAPPs; 9 Phase IIs; Approved Property Eligibility Determination (PED) forms; State Petroleum eligibility determination documentation; signed property access agreements; Phase I reports; ACRES updates regarding Phase I findings; Phase I findings in quarterly reporting. PED forms; 9 Approved Site-Specific QAPPs; 9 Phase II Reports; ACRES update regarding Phase II findings; Phase II findings in Quarterly Report; ACM/LBP Survey; Update ACRES with ACM/LBP Survey findings; ACM/LBP Survey findings in Phase II.

Task/Activity: Task 4 – Redevelopment Planning = \$111,000

ii. **Project Implementation:** Because of redevelopment plans associated with the priority sites and the likelihood of environmental contamination or asbestos, an Analysis of Brownfield Cleanup Alternative (ABCA) for nine sites (five priority sites and four additional sites) will be completed. The above-listed activities will be performed by the BCT upon request of the ECFRPC. In addition to these "site-specific" cleanup planning activities, the Coalition proposes to perform "eligible reuse planning activities" on all five of the priority sites. These tasks are budgeted to cost less than the standard rates listed on EPA's planning sheets. Planning activities will be conducted in-house by ECFRPC staff, at a lower cost and additional hours will not be charged to this project. This will give the EPA more outcomes for this project at a lower cost. Additionally, there will be no lag time associated with procuring a planning consultant, as ECFRPC is the lead applicant and knows each Coalition Partner's communities very well. ECFRPC's collaborative approach to planning promotes a vibrant regional economy while reducing unproductive competition among local communities.

"Eligible" Reuse Planning Strategy	Potential Site	City
1 Resource Roadmap	Razed Vacant Parcels	Apopka
Market Study + Land Use Assessment	Waterman Hospital	Eustis
Site Reuse Assessment	Former Train Depot Site	Apopka
Land Use Assessment + Resource Road Map	Former Dry cleaner	Kissimmee
Land Use Assessment + Resource Road Map	Former Auto Repair	Longwood
Total Planning Activity Budget		\$75,000

ii. **Anticipated Project Schedule:** 5 ABCAs in *Quarter 8*; 4 ABCAs in *Quarter 9*; 1 remaining 7 planning activities to be completed 1 per quarter, *Quarters 1-7*.

iii. **Task/Activity Lead(s):** All planning activities with the exception of the ABCAs **will be conducted in-house by ECFRPC staff, at a lower cost than a sub-consultant, and additional hours will not be charged to this project.**

iv. **Outputs:** Current signed property access agreements; 9 ABCAs; 1 Market Study; 1 Site Reuse Assessment; 3 Land use Assessments; 3 Resource Roadmaps; ACRES updates; Plan status in Quarterly Report

3.b. Cost Estimates: 3bi. **Development of Cost Estimates;** & 3.b.ii. **Application of Cost Estimates:** The budget uses an average rate of \$150/hr. for contractual costs based on past experience utilizing environmental consultants for similar tasks and \$50/hr. for personnel (in-house) tasks.

Budget Categories		Task 1	Task 2	Task 3	Task 4	Total
		Management	Outreach	Phase Is & Phase IIs	Planning	
Direct	Personnel	\$15,000	\$10,000		\$75,000	\$100,000
	Travel		\$6,000			\$6,000
	Supplies		\$3,000			\$3,000
	Contractual	\$30,000	\$30,000	\$395,000	\$36,000	\$491,000



Total Direct Costs	\$45,000	\$49,000	\$395,000	\$111,000	\$600,000
Total Budget	\$45,000	\$49,000	\$395,000	\$111,000	\$600,000

Task 1: Grant Management = \$45,000Personnel Outputs: **\$15,000** (300 hrs. @ \$50/hr.)**Contractual Outputs: **\$30,000** (200 hrs. x \$150/hr.)

** Personnel and contractual tasks include contractor selection; Quarterly Reporting; Annual Reporting; ACRES updates; Final Closeout Report and Closeout Forms, etc.

Task 2: Community Outreach = \$49,000Personnel Outputs: **\$10,000** (200 hrs. x \$50/hr.) **Supplies: **\$3,000**Travel Costs: **\$6,000** (2 persons x 1 conferences x \$1,500/person x 4) [2 people + 2 conferences = 4]**Travel Breakout:** [4 flights x \$500/ticket] = **\$2,000**+ [3 nights/hotel + \$150/night x 4] = **\$1,800**+ [\$70/day/meals x 5/days x 4 persons] = **\$1,400**

+ \$200/Conference Registration x 4 persons (2 per conference)]

Contractual Outputs: **\$30,000** (300 hrs. x \$100/hr.)

** Personnel and contractual tasks include preparation of meeting agendas; meeting minutes; website updates; meeting & materials preparation, conducting community meetings, coordination of community input response, meeting attendance, updating the site inventory, etc.

Task 3: Phase I Assessments = \$80,000

Contractual Outputs:

1 Generic QAPP= **\$6,000** (40 hrs.x \$150/hr.) (past experience)13 Phase I ESAs=**\$58,500** (13 Phase Is @ \$4,500 (past experience)8 GPR Surveys=**\$15,500** (8 GPRs x \$1,937.50(past experience)**Task 3: Phase II Assessments= \$315,000**

Contractual Outputs:

9 ACM Surveys = **\$36,000** (9 surveys @ \$4,000)

**ACM assessments for smaller buildings/structures cost approximately \$3,000, and ACM assessments for large buildings/structures cost approximately \$5,000. Therefore, an average cost for ACM assessments for this grant was estimated to be \$4,000.

9 SSQAPPS = **\$27,000** (9 SAQAPPS @ \$3,000 (past experience)9 Phase II ESAs= **\$252,000** (9 Phase IIs @ \$28,000)

**Phase II ESAs for smaller properties such as razed-vacant parcels and auto repair shops are estimated to cost approximately \$20,000 each. Phase II ESAs for larger sites are estimated to cost \$30,000 to \$40,000. Therefore, an average cost of \$28,000 was assumed for Phase II ESA activities.

Task 4: Redevelopment Planning= \$111,0009 ABCAs = **\$36,000** (9 ABCAs x \$4,000) (past experience)1 Resource Roadmap @ Apopka @ = **\$15,000** (300 hours x \$50 hr.)1 Market Study + 1 Land Use Assessment @ Eustis = **\$15,000** (300 hours x \$50 hr.)1 Site Reuse Assessment @ Apopka = **\$20,000** (400 hours x \$50 hr.)1 Land Use Assessment + 1 Resource Road Map @ Kissimmee = **\$12,500** (250 hours x \$50 hr.)1 Land Use Assessment + 1 Resource Road Map @ Longwood = **\$12,500** (250 hours x \$50 hr.)Planning Total = **\$111,000**

**All of the planning activities (with the exception of the 9 ABCAs) will be conducted by in-house personnel and the hours and cost estimates were developed based off ECFRPC's planning experience)

3.b.iii. **Funds Allocated Towards Environmental Assessments:** As demonstrated in the table above, \$395,000 has been allocated towards Assessments: \$80,000 for Phase I Assessments and \$315,000 for Phase II Assessments.Therefore, **65.8% of funding is allocated for tasks directly associated with Phase I and Phase II Assessments.**

3.c. Measuring Environmental Results: The ECFRPC will be responsible for the tracking and measuring of each of the Coalition Cities' projects. ECFRPC has identified the outputs, and the corresponding costs to be incurred per quarter throughout the three year project period. If awarded, ECFRPC will coordinate with the EPA Project Officer on the draft of this grant's workplan to ensure feedback is received and the Workplan is sound. We plan on utilizing the reporting requirements of the Cooperative Agreement as a means of tracking progress. There will be a written timeline of all project outputs in the executed Cooperative Agreement. This timeline will be reviewed and progress checked monthly by ECFRPC. If outputs are not on schedule with the proposed timeline, ECFRPC will call a meeting with the BCT and Coalition Cities and corrective action measures will be taken and documented to ensure timeliness of all future project milestones. ECFRPC will utilize ACRES as a way to track all project outcomes associated with all properties where EPA funding is utilized. As a way to keep the Coalition Cities' communities updated on the progress of the project, output and outcome progress will also be posted on the website and updated quarterly at: <https://www.ecfrpc.org/>.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

4.a. Programmatic Capability; 4.a.i. **Organizational Structure** & 4.a.ii. **Description of Key Staff:** The ECFRPC has all of the necessary skills and personnel needed to successfully manage the EPA Brownfields Coalition Assessment Grant. First, the Project Director will be Luis Nieves-Ruiz, Economic Development Program Manager for ECFRPC. With over



15 years of experience in the fields of urban planning and economic development, he has developed professional expertise in planning research methods, industry cluster analysis, and health and food systems planning. Luis graduated with a Master's Degree in Regional Planning from Cornell University and is a member of the American Institute of Certified Planners. He wrote the Kissimmee Medical Arts District Strategic Plan and Orange County Food Production Strategic Plan. Luis also assisted with several health planning projects including three Health Impact Assessments and the Central Florida Community Health Needs Assessment. Luis has a comprehensive knowledge of the Region, the resources that will be needed to complete each project, and the planning experience needed to accomplish the OBT's revitalization. Luis is currently charged with coordinating economic development projects and activities for the Council's eight-county Region including the implementation of the Region's Community Economic Development Strategy (CEDS). He has managed over \$700K of federal and state economic development grant for variety of projects including the Kissimmee Medical Arts District Strategic Plan and the Orange County Food Production Strategic Plan. Luis is a member of the first cohort of ULI's Health Leaders Network and was recently selected as a Regional Food Economies Fellow by the Wallace Center at Winrock International. His professional and community work has also been recognized by Big Brothers Big Sisters of Central Florida (2018 Big of the Year), NADO (2017 and 2018 Innovation Awards), Next City (2012 Vanguard Class), and Leadership Florida (Connect I). Mr. Nieves-Ruiz will ensure that all reporting is prepared and submitted on a timely basis and all required information will also be input into the ACRES database.

Tara McCue has been appointed to serve in the alternate capacity, if needed. Tara is the Director of Planning and Community Development for ECFRPC and has been at the Council for over 15 years. Tara is a certified planner through the American Institute of Certified Planners and works throughout the region on various projects and programs including health impact assessments, safe routes to schools, complete streets, community development, and coastal resiliency, among others. Tara has a Bachelor's in Marine Biology from UNC-Wilmington and a Masters in Environmental Resource Management from the Florida Institute of Technology. In addition to having extremely capable staff, we have established several beneficial partnerships such as the Florida Department of Environmental Protection.

Proposed Governance/Decision-Making Structure: Based on the organization's experience with similar regional grants, the ECFRPC will act as the lead agency and fiscal agent for this project. This role includes acting as the main liaison between all Coalition partners, coordinating the major administrative tasks, and submitting reports to EPA. Since the coalition partners are closer to the impacted communities, it is expected that they will take the lead in organizing community outreach efforts, including the communication with local stakeholders. To ensure all of the coalition partners are meaningfully involved in how grant funds will benefit each community, the Coalition members will enter into a Memorandum of Understanding (MOU) prior to the disbursement of any assessment funds. The MOU will clearly define the decision-making structure between the ECFRPC and each of the coalition partners and will include a minimum number of sites to be assessed per coalition member to ensure equitable distribution of funds.

4.a.iii. Acquiring Additional Resources: The ECFRPC will advertise and solicit qualified environmental firms to submit a Statement of Qualifications (SOQ) for conducting tasks associated with completion of this assessment grant. Qualified consultants will be given a 30-day period to respond to our RFQ. Within 60 days, The ECFRPC will select a consultant based upon factors such as their proximity to the Coalition cities, their qualifications, experience of their personnel, and their past performance on other brownfield projects.

4.b. Past Performance and Accomplishments; 4.b.ii. Has Not Received an EPA Brownfields Grant;

4.b.(1). Purpose and Accomplishments:

Program	Amount	Purpose and Accomplishments
HUD-DOT-EPA Partnership for Sustainable Communities Planning Grant	\$2.4 Million	2012 grant leading to area-wide planning for sustainable transit oriented development around the DeBary, Longwood, Orange County, and Orlando SunRail (commuter rail) stations. The ECFRPC acted as the project's fiscal agent and administrator, and also coordinated the project's main activities with all stakeholders. This grant successfully closed on May 2015.
U.S Economic Development Administration Partnership Planning Grant	\$210,000	Three-year grant to develop and implement the East Central Florida Comprehensive Economic Development Strategy (CEDS), a regional economic development road map and provide economic technical assistance to local governments and organizations located within 8 counties. The ECFRPC used this grant to leverage more than \$1 million in federal and state grants to support economic development projects across the Region. This grant was successfully closed on December 2019. A new grant was approved in 2020.
AETNA Foundation Cultivating Healthy Communities Grant	\$100,000	This grant was used to establish the Cycles and Sprouts program, an urban agriculture and bicycle repair-training program located in Orlando's Holden Heights neighborhood. A partnership between the ECFRPC and the Kaley Square Foundation, the program targeted one of OBT's poorest neighborhoods. The program provided vocational training to over 400 residents while also increasing the neighborhood's access to fresh fruits and vegetables. This grant was successfully closed on April 2020.

4.b.(2). Compliance with Grant Requirements: ECFRPC successfully completed all outputs and outcomes associated with each grant's terms and conditions. ECFRPC has an excellent record in both grant management and planning activities, as well as compliance. The above-listed grants required various types of progress/project reporting including subsets of SF-PPR forms, SF-425s (every 6 months), and/or quarterly drawdowns (SF-270s). ECFRPC completed all projects on schedule and met/followed all terms and conditions of the agreements without any corrective action.

**East Central Florida Regional Planning Council
Orange Blossom Trail Coalition Assessment Grant
THRESHOLD CRITERIA**

1. **Applicant Eligibility:** The lead grant applicant is the East Central Florida Regional Planning Council (ECFRPC), as stated in the Florida Statutes:

TITLE XIII, PLANNING AND DEVELOPMENT
CHAPTER 186 STATE AND REGIONAL PLANNING
186.512 Designation of regional planning councils
(e) <u>East Central Florida Regional Planning Council: Brevard, Lake, Orange, Osceola, Seminole, Sumter, and Volusia Counties.</u>

As a regional council, ECFRPC is eligible for funding. Proof of eligibility is attached.

ECFRPC has formed a coalition with the following cities:

1. The City of Apopka, Florida is a General Purpose Unit of Local Government as stated under 2 CFR § 200.64.
2. The City of Eustis, Florida is a General Purpose Unit of Local Government as stated under 2 CFR § 200.64.
3. The City of Kissimmee, Florida is a General Purpose Unit of Local Government as stated under 2 CFR § 200.64.
4. The City of Longwood, Florida is a General Purpose Unit of Local Government as stated under 2 CFR § 200.64.

**Letters of Commitment From Each Coalition Partner are attached.*

2. Community Involvement

The ECFRPC, Coalition partners, and our communities are currently leading several efforts to improve communities near the OBT. The ECFRPC has an existing Community Involvement process as laid out in its 2017 Community Involvement Plan (CIP) that will be immediately submitted to the EPA for review upon award of this grant. Implementation of this plan has included a series of community outreach meetings dating back to the first meeting on **December 1, 2014** with 8 meetings to date. The most recent meeting was held in November of 2019. To continue involving the community, the ECFRPC will directly contact the Coalition partners, government partners, and community organizations concerning upcoming meetings and will ask them to communicate to their network of citizens and stakeholders. The ECFRPC also has, and will continue to identify impassioned key leaders of the community and notify them directly of upcoming meetings. The ECFRPC will also keep citizens and stakeholders informed through our website: <https://www.ecfrpc.org/>; press releases; television ads; flyers, social media; direct email campaign; Facebook, and Twitter page; and scheduled community outreach events. The community outreach meetings and ECFRPC's website serve as a platform to solicit input from the community on planning, prioritization of sites, needs identification, and remediation decisions. Through previous community outreach meetings, some sites from each of the Coalition communities have already been selected as initial priority sites to address. Project partners are:

Name of Organization/ Entity/Group	Point of Contact (Name, Email, & Phone)	Specific Involvement in the Project or Assistance Provided
Orange Blossom Trail Development Board	Vanessa Pinkey; 407-855-1705 vanessa.pinkey@obtdb.com	Site selection, site reuse coordination, communicating project updates, and serve on the Brownfields Advisory Committee (BAC).
Community Vision	Sue Ring; 407-933-0870; dsines@communityvision.org	Assistance with communicating project updates to the affected communities and educating people on the risks of brownfields through website and dissemination of informational materials.
Coalition for the Homeless of Central Florida	Tracie Morris; 407-426-1265; tracie.morris@cflhomeless.org	Represent homeless populations, assistance with site selection , serve on the BAC , and communicate project meetings and updates to homeless communities. (all communities)
Eustis Housing Authority	Horace J. Jones III; 352-357-4851 hjones@eustishousingauthority.com	Technical assistance and guidance for properties the City and community members wish to transform into low-income housing, as well as serve on the BAC .
Tyre & Taylor Commercial Realty	Glen Tyre; 352-483-1000 office@tyretaylorcommercialrealty.com	Commercial Real Estate firm, will market brownfields properties and assist with site selection , if needed.
Seminole County Office of ED	Tasmin Bell; 407-665-7135; tbell@seminolecountyfl.gov	Marketing site to developers; assisting new businesses that may arise from redevelopment/workforce training. (Longwood)
Florida Hospital Kissimmee	Beth Thibidaux; 407-303-2850; Thibidauxbeth@adventhealth.com	Will provide baseline health statistics for the target areas and will assist with the dissemination of health updates at workshops and meetings and through their website and social media efforts
Kissimmee /Osceola County Chamber of Commerce (COCs)	John Newstreet, 407-708-4610; jnewstreet@kissimmeechamber.com	Both COCs will assist with public outreach in English and Spanish, marketing , sit on the BAC and assist with identifying potential redevelopment projects (site selection and reuse).
Eustis African American Celebration Committee	Vivian Mitchell; 352-589-6448; http://businessmasters.net/EustisAfricanAmericanCelebration/ContactUs.asp	Serve on the BAC , and share the progress of this project with our community and help others become involved by identifying environmental concerns, expressing their redevelopment interest and assisting in site selection, and site reuse .
Orange County Library System	Milinda Neusaenger; 407-835-7323; neusaenger.milinda@ocls.info	Designated location for the document repository, giving citizens of Apopka a centrally-located place to view project information.
Hannibal Square Community Land Trust	Camille Reynolds (407) 643-9111; info@HannibalSquareCLT.org	Land Trust; developer of Apopka Townhome Affordable housing at priority site (site selection); community outreach; sit on the BAC .

ECFRPC and our stakeholders have already received significant input regarding the concerns of blight and increased crime along the OBT. The ECFRPC plans to communicate progress to the community and stakeholders concerning these issues through a variety of methods, such as community outreach meetings that will be conducted on a bi-annual basis. In each of these meetings, the ECFRPC will seek input from the community of the target areas regarding site identification, environmental concerns, site prioritization, and potential reuse planning. Notification of these meetings will be provided by emails to each of the government and community-based organizations. Notifications may also be provided through flyers distributed throughout the community, news media, and local newspaper. We will provide written updates to post on the Coalition partners' webpages as well as our website, <https://www.ecfrpc.org/>. Stakeholder meetings will also have time devoted in each meeting to communicating progress to members of the

community attending the meetings. At meetings there will be time for citizens to provide input and ask questions about the project. For those unable to attend meetings, our website will also include a place for citizens to send questions, concerns, and suggestions. All feedback along with a written response from ECFRPC will be posted on the website and also printed for the next community meeting. Progress updates will be available in Spanish for the local non-English speaking Hispanic population. Translation services for deaf residents will also be provided, as needed. An Outreach and Equity Advisory group comprised of members of the community will also be utilized in order to ensure that the affected communities are informed about outreach meetings and to ensure progress of the grant is sufficiently communicated. Updates will be advertised and placed in a document repository in the Orange County Library System and posted on our website. As a regional planning agency, the ECFRPC's activities were severely hampered by the COVID-19 crisis because of the limits imposed on hosting in-person. However, the agency has successfully transferred all of its meetings and events to video conference platforms such as Zoom and Microsoft Teams. This includes the agency's bi-monthly Council Board meetings, which are attended by over 30 elected and appointed officials plus the general public. All meetings are noted on the ECFRPC's website and the Florida Administrative Register. The public can contact the ECFRPC to get the meeting links and passwords. Besides following these steps, the ECFRPC and the coalition partners will utilize the methods provided in the EPA's 2020 factsheet entitled, Socially Distant Engagement Ideas (link: <https://www.epa.gov/brownfields/socially-distant-engagement-ideas>). The Coalition's partners will make sure to notify the public about nearby points of access (such as libraries and community centers) that could be used to connect to the meetings.

3. Expenditure of Assessment Grant Funds

East Central Florida Regional Planning Council has no active EPA Brownfields Assessment Grants.



East Central Florida Regional Planning Council

Resolution #03-2017

*Support of the 2017 East Central Florida
Comprehensive Economic Development Strategy (CEDS)*

WHEREAS, the ECFRPC is a Florida Regional Planning Council mandated by FS 186.504 and in existence since 1962; and

WHEREAS, the ECFRPC serves the East Central Florida region and its eight counties of Brevard, Marion, Orange, Osceola, Lake, Seminole, Sumter and Volusia; and

WHEREAS, the East Central Florida region was designated as an Economic Development District (EDD) by the U.S. Economic Development Administration (EDA) in May 2005; and

WHEREAS, the ECFRPC has prepared the 2017 Comprehensive Economic Development Strategy (CEDS), for the East Central Florida Economic Development District; and

WHEREAS, the 2017 CEDS contains updated demographic and economic data for the betterment of the region; and

WHEREAS, the availability of an approved CEDS and related annual updates are a condition for qualifying for grants for local economic development projects from the Economic Development Administration of the U.S. Department of Commerce

NOW, THEREFORE, the East Central Florida Regional Planning Council, on November 29, 2017 hereby accepts and recommends approval to the U.S. EDA the 2017 East Central Florida Comprehensive Economic Development Strategy (CEDS).

Attest:

EAST CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL:


Leigh Matusick
Chair, ECFRPC


Hugh W. Harling, Jr.
Executive Director

Title XIII

PLANNING AND DEVELOPMENT

Chapter 186

STATE AND REGIONAL PLANNING

TITLE XIII

PLANNING AND DEVELOPMENT

CHAPTER 186

STATE AND REGIONAL PLANNING

- 186.001 Short title.
- 186.002 Findings and intent.
- 186.003 Definitions; ss. 186.001-186.031, 186.801-186.901.
- 186.004 Governor; chief planning officer of the state.
- 186.005 Designation of departmental planning officer.
- 186.006 Powers and responsibilities of Executive Office of the Governor.
- 186.007 State comprehensive plan; preparation; revision.
- 186.008 State comprehensive plan; revision; implementation.
- 186.009 Growth management portion of the state comprehensive plan.
- 186.021 Long-range program plans.
- 186.031 Annual report.
- 186.501 Short title.
- 186.502 Legislative findings; public purpose.
- 186.503 Definitions relating to Florida Regional Planning Council Act.
- 186.504 Regional planning councils; creation; membership.**
- 186.505 Regional planning councils; powers and duties.
- 186.506 Executive Office of the Governor; powers and duties.
- 186.507 Strategic regional policy plans.
- 186.508 Strategic regional policy plan adoption; consistency with state comprehensive plan.
- 186.509 Dispute resolution process.
- 186.511 Evaluation of strategic regional policy plan; changes in plan.
- 186.512 Designation of regional planning councils.**
- 186.513 Reports.
- 186.515 Creation of regional planning councils under chapter 163.
- 186.801 Ten-year site plans.
- 186.803 Use of geographic information by governmental entities.
- 186.901 Population census determination.

186.001 Short title.— Sections 186.001-186.031 and 186.801-186.901 shall be known and may be cited as the “Florida State Comprehensive Planning Act of 1972.”

History.— s. 1, ch. 72-295; s. 68, ch. 99-2.

Note.— Former s. 23.0111.

186.002 Findings and intent.—

- (1) The Legislature finds and declares that:
- (a) The issues of public safety, education, health care, community and economic development and redevelopment, protection and conservation of natural and historic resources, transportation, and public facilities transcend the

boundaries and responsibilities of individual units of government, and often no single unit of government can plan or implement policies to deal with these issues without affecting other units of government.

(b) Coordination among all levels of government is necessary to ensure effective and efficient delivery of governmental services to all the citizens of the state. It is therefore necessary to establish an integrated planning system and to ensure coordinated administration of government policies that address the multitude of issues posed by the state's continued growth and development.

(c) To promote intergovernmental coordination and the effective allocation of resources, the state should set goals to provide direction and guidance for state, regional, and local governments and agencies in the development and implementation of their respective plans, programs, and services. The preservation and enhancement of the quality of life of the people of this state require that a state comprehensive plan be adopted by the Legislature to provide policy direction for all state and regional agencies and local governments.

(d) Regular evaluation of the state comprehensive plan is necessary to inform the public whether state goals are being attained. To accomplish this purpose, the state comprehensive plan should be evaluated biennially with any necessary revisions prepared through coordinated action by state and regional agencies and local governments.

(2) It is the intent of the Legislature that:

(a) The state planning process provide direction for the delivery of governmental services, a means for defining and achieving the specific goals and objectives of the state, and a method for evaluating the accomplishment of those goals and objectives.

(b) The state comprehensive plan shall provide basic policy direction to all levels of government regarding the orderly social, economic, and physical growth of the state.

(c) Long-range program plans shall be effectively coordinated to ensure the establishment of appropriate agency priorities and facilitate the orderly, positive management of agency activities consistent with the public interest. It is also intended that the implementation of state and regional plans enhance the quality of life of the citizens of the state.

(d) The state planning process shall be informed and guided by the experience of public officials at all levels of government.

(e) All agencies and levels of government involved in the integrated planning process shall provide sufficient opportunities for meaningful public participation in the preparation, implementation, evaluation, and revision of all plans and programs.

History.—s. 2, ch. 84-257; s. 87, ch. 92-142; s. 19, ch. 93-206; s. 40, ch. 2000-371; s. 11, ch. 2012-99.

186.003 Definitions; ss. 186.001-186.031, 186.801-186.901.—As used in ss. 186.001-186.031 and 186.801-186.901, the term:

(1) “Executive Office of the Governor” means the Office of Planning and Budgeting of the Executive Office of the Governor.

(2) “Goal” means the long-term end toward which programs and activities are ultimately directed.

(3) “Objective” means a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

(4) “Policy” means the way in which programs and activities are conducted to achieve an identified goal.

(5) “Regional planning agency” means the regional planning council created pursuant to ss. 186.501-186.515 to exercise responsibilities under ss. 186.001-186.031 and 186.801-186.901 in a particular region of the state.

(6) “State agency” or “agency” means any official, officer, commission, board, authority, council, committee, or department of the executive branch of state government. For purposes of this chapter, “state agency” or “agency” includes state attorneys, public defenders, the capital collateral regional counsel, the Justice Administrative Commission, and the Public Service Commission.

(7) “State comprehensive plan” means the state planning document required in s. 19, Art. III of the State Constitution and published as ss. 187.101 and 187.201.

History.—s. 3, ch. 72-295; s. 1, ch. 78-287; s. 66, ch. 79-190; s. 3, ch. 84-257; s. 31, ch. 88-122; s. 97, ch. 91-282; s. 88, ch. 92-142; s. 20, ch. 93-206; s. 24, ch. 95-280; s. 12, ch. 97-79; s. 17, ch. 98-176; s. 69, ch. 99-2; s. 67, ch. 99-245; s. 41, ch. 2000-371.

Note.—Former s. 23.0112.

186.004 Governor; chief planning officer of the state.— The Governor is the chief planning officer of the state and shall conduct a biennial review and revision of the state comprehensive plan.

History.—s. 1, ch. 67-157; s. 7, ch. 71-377; s. 4, ch. 72-295; s. 21, ch. 93-206.

Note.— Former s. 23.011.

186.005 Designation of departmental planning officer.—

(1) The head of each executive department and the Public Service Commission, the Fish and Wildlife Conservation Commission, the Florida Commission on Offender Review, and the Department of Military Affairs shall select from within such agency a person to be designated as the planning officer for such agency. The planning officer shall be responsible for coordinating with the Executive Office of the Governor and with the planning officers of other agencies all activities and responsibilities of such agency relating to planning.

(2) The head of each agency shall notify the Executive Office of the Governor in writing of the person initially designated as the planning officer for such agency and of any changes in persons so designated thereafter.

History.—s. 5, ch. 72-295; s. 67, ch. 79-190; s. 1, ch. 81-169; s. 32, ch. 88-122; s. 68, ch. 99-245; s. 7, ch. 2014-191.

Note.— Former s. 23.0113.

186.006 Powers and responsibilities of Executive Office of the Governor.— For the purpose of establishing consistency and uniformity in the state and regional planning process and in order to ensure that the intent of ss. 186.001-186.031 and 186.801-186.901 is accomplished, the Executive Office of the Governor shall:

- (1) Identify and monitor on a continuing basis statewide conditions and trends which impact the state.
- (2) Prepare, and update or revise regularly, the state comprehensive plan.
- (3) Designate the geographic boundaries of comprehensive planning districts.
- (4) Designate, and prepare or direct to be prepared, specific data, assumptions, forecasts, and projections for use by each state or regional agency in the preparation of plans.
- (5) Coordinate planning among federal, state, regional, and local levels of government and between this state and other states.
- (6) Prepare or direct appropriate state or regional agencies to prepare such studies, reports, data collections, or analyses as are necessary or useful in the preparation or revision of the state comprehensive plan, state agency functional plans, or strategic regional policy plans.
- (7) Act as the state clearinghouse and designate the regional planning councils as the regional data clearinghouses.
- (8) Direct state agencies and regional agencies to prepare and implement, consistent with their authority and responsibilities under law, such plans as are necessary to further the purposes and intent of the state comprehensive plan.
- (9) Provide such data and information to public and private agencies and to the public as it may have available.
- (10) Using federal, state, local, or private funds, contract with public agencies or private firms or consultants for specialized services or research facilities, whenever such services or facilities are not otherwise available to it.
- (11) Perform such other functions as are necessary to carry out the intent of ss. 186.001-186.031 and 186.801-186.901.

History.—s. 4, ch. 84-257; s. 7, ch. 85-57; s. 1, ch. 95-149; s. 70, ch. 99-2.

186.007 State comprehensive plan; preparation; revision.—

(1) The Executive Office of the Governor shall prepare a proposed state comprehensive plan which provides long-range guidance for the orderly social, economic, and physical growth of the state. The plan shall be composed of goals, objectives, and policies that are briefly stated in plain, easily understandable words and that give specific policy direction to state and regional agencies. The goals, objectives, and policies shall be statewide in scope and shall be consistent and compatible with each other. The state comprehensive plan shall not include a land use map.

(2) In preparing the goals, objectives, and policies of the state comprehensive plan, the Executive Office of the Governor shall analyze the problems, opportunities, and needs associated with growth and development in this state, particularly those problems, opportunities, and needs related to land use, water resources, and transportation system development. The Executive Office of the Governor shall document present conditions and trends, forecast future

conditions and trends based on expected growth patterns, and identify needs. Such conditions, trends, and needs shall be used to prepare goals, objectives, and policies designed to preserve and enhance the quality of life of the citizens of this state.

(3) In the state comprehensive plan, the Executive Office of the Governor may include goals, objectives, and policies related to the following program areas: economic opportunities; agriculture; employment; public safety; education; health concerns; social welfare concerns; housing and community development; natural resources and environmental management; energy; global climate change; recreational and cultural opportunities; historic preservation; transportation; and governmental direction and support services.

(4)(a) The Executive Office of the Governor shall prepare statewide goals, objectives, and policies related to the opportunities, problems, and needs associated with growth and development in this state, which goals, objectives, and policies shall constitute the growth management portion of the state comprehensive plan. In preparing the growth management goals, objectives, and policies, the Executive Office of the Governor initially shall emphasize the management of land use, water resources, and transportation system development.

(b) The purpose of the growth management portion of the state comprehensive plan is to establish clear, concise, and direct goals, objectives, and policies related to land development, water resources, transportation, and related topics. In doing so, the plan should, where possible, draw upon the work that agencies have invested in the Florida Transportation Plan, the Florida water plan, and similar planning documents.

(5)(a) The Executive Office of the Governor shall prepare a separate portion of the state comprehensive plan related to the long-term infrastructure and capital outlay needs of the state. This portion shall be prepared based upon a comprehensive assessment of needs conducted by the Executive Office of the Governor, and it shall be updated annually as part of the budgeting process prescribed by chapter 216. The assessment shall provide estimates by area of the future infrastructure needs of the state that result from expected growth patterns and shall include recommendations for directing state expenditures to particular areas of the state in order to implement the growth management goals, objectives, and policies of the state comprehensive plan.

(b) All capital outlay recommendations submitted to the Legislature in the Governor's budget request must be consistent with the goals, objectives, and policies of the state comprehensive plan and the long-term infrastructure and capital outlay portion when adopted.

(6) The adopted state comprehensive plan shall provide, in addition to other criteria established by law, standards and criteria for the review and approval of state agency strategic plans and strategic regional policy plans.

(7) In preparing and revising the state comprehensive plan, the Executive Office of the Governor shall, to the extent feasible, consider studies, reports, and plans of each department, agency, and institution of state and local government, each regional planning agency, and the Federal Government and shall take into account the existing and prospective resources, capabilities, and needs of state and local levels of government.

(8) The revision of the state comprehensive plan is a continuing process. Each section of the plan shall be reviewed and analyzed biennially by the Executive Office of the Governor in conjunction with the planning officers of other state agencies significantly affected by the provisions of the particular section under review. In conducting this review and analysis, the Executive Office of the Governor shall review and consider, with the assistance of the state land planning agency and regional planning councils, the evaluation and appraisal reports prepared pursuant to s. 186.511. Any necessary revisions of the state comprehensive plan shall be proposed by the Governor in a written report and be accompanied by an explanation of the need for such changes. If the Governor determines that changes are unnecessary, the written report must explain why changes are unnecessary. The proposed revisions and accompanying explanations may be submitted in the report required by s. 186.031. Any proposed revisions to the plan shall be submitted to the Legislature as provided in s. 186.008(2) at least 30 days prior to the regular legislative session occurring in each even-numbered year.

History.—s. 7, ch. 72-295; ss. 3, 5, ch. 77-306; s. 2, ch. 78-287; s. 68, ch. 79-190; s. 5, ch. 84-257; s. 22, ch. 93-206; s. 18, ch. 97-160; s. 18, ch. 98-176; s. 3, ch. 99-5; s. 4, ch. 2008-227; s. 46, ch. 2010-102; s. 12, ch. 2012-99.

Note.—Former s. 23.0114.

186.008 State comprehensive plan; revision; implementation. —

(1) On or before October 1 of every odd-numbered year, the Executive Office of the Governor shall prepare, and the Governor shall recommend to the Administration Commission, any proposed revisions to the state comprehensive plan deemed necessary. The Governor shall transmit his or her recommendations and explanation as required by s. 186.007(8). Copies shall also be provided to each state agency, to each regional planning agency, to any other unit of government that requests a copy, and to any member of the public who requests a copy.

(2) On or before December 15 of every odd-numbered year, the Administration Commission shall review the proposed revisions to the state comprehensive plan prepared by the Governor. The commission shall adopt a resolution, after public notice and a reasonable opportunity for public comment, and transmit the proposed revisions to the state comprehensive plan to the Legislature, together with any amendments approved by the commission and any dissenting reports. The commission shall identify those portions of the plan that are not based on existing law.

(3) All amendments, revisions, or updates to the plan shall be adopted by the Legislature as a general law.

(4) The state comprehensive plan shall be implemented and enforced by all state agencies consistent with their lawful responsibilities whether it is put in force by law or by administrative rule. The Governor, as chief planning officer of the state, shall oversee the implementation process.

(5) All state agency budgets and programs shall be consistent with the adopted state comprehensive plan and shall support and further its goals and policies.

(6) The Florida Public Service Commission, in approving the plans of utilities subject to its regulation, shall take into consideration the compatibility of the plan of each utility and all related utility plans taken together with the adopted state comprehensive plan.

History.—s. 3, ch. 67-157; ss. 31, 35, ch. 69-106; s. 8, ch. 72-295; s. 1, ch. 77-306; s. 3, ch. 78-287; s. 6, ch. 84-257; ss. 5, 7, ch. 85-57; s. 23, ch. 93-206; s. 958, ch. 95-147; s. 19, ch. 98-176.

Note.—Former s. 23.013.

186.009 Growth management portion of the state comprehensive plan.—

(1) The Executive Office of the Governor shall prepare the proposed growth management portion of the state comprehensive plan in coordination with the Legislature, appropriate state agencies, regional entities, local governments, and citizens. The proposed growth management portion of the state comprehensive plan shall not be based upon the comprehensive format of the state comprehensive plan but shall be strategic in nature.

(2) The growth management portion of the state comprehensive plan shall:

(a) Provide strategic guidance for state, regional, and local actions necessary to implement the state comprehensive plan with regard to the physical growth and development of the state.

(b) Identify metropolitan and urban growth centers.

(c) Identify areas of state and regional environmental significance and establish strategies to protect them.

(d) Set forth and integrate state policy for Florida's future growth as it relates to land development, air quality, transportation, and water resources.

(e) Provide guidelines for determining where urban growth is appropriate and should be encouraged.

(f) Provide guidelines for state transportation corridors, public transportation corridors, new interchanges on limited access facilities, and new airports of regional or state significance.

(g) Promote land acquisition programs to provide for natural resource protection, open space needs, urban recreational opportunities, and water access.

(h) Set forth policies to establish state and regional solutions to the need for affordable housing.

(i) Provide coordinated state planning of road, rail, and waterborne transportation facilities designed to take the needs of agriculture into consideration and to provide for the transportation of agricultural products and supplies.

(j) Establish priorities regarding coastal planning and resource management.

(k) Provide a statewide policy to enhance the multiuse waterfront development of existing deepwater ports, ensuring that priority is given to water-dependent land uses.

(l) Set forth other goals, objectives, and policies related to the state's natural and built environment that are necessary to effectuate those portions of the state comprehensive plan which are related to physical growth and development.

- (m) Set forth recommendations on when and to what degree local government comprehensive plans must be consistent with the proposed growth management portion of the state comprehensive plan.
- (n) Set forth recommendations on how to integrate the Florida water plan required by s. 373.036 and transportation plans required by chapter 339.
- (o) Set forth recommendations concerning what degree of consistency is appropriate for the strategic regional policy plans.

The growth management portion of the state comprehensive plan shall not include a land use map.

(3) The growth management portion of the state comprehensive plan, and all amendments, revisions, or updates to the plan, shall have legal effect only upon adoption by the Legislature as general law. The Legislature shall indicate, in adopting the growth management portion of the state comprehensive plan, which plans, activities, and permits must be consistent with the growth management portion of the state comprehensive plan.

History.—s. 24, ch. 93-206; s. 19, ch. 97-160; s. 20, ch. 98-176.

186.021 Long-range program plans.—Pursuant to s. 216.013, each state agency shall develop a long-range program plan on an annual basis. The plan shall provide the framework and context for designing and interpreting the agency budget request. The plan will be developed through careful examination and justification of agency functions and their associated costs. It shall be used by the agency to implement the state's goals and objectives. Indicators shall be developed to measure service and activity performance.

History.—s. 7, ch. 84-257; ss. 6, 7, ch. 85-57; s. 1, ch. 87-137; s. 33, ch. 87-224; s. 7, ch. 91-429; s. 89, ch. 92-142; s. 25, ch. 93-206; s. 8, ch. 94-226; s. 47, ch. 94-249; s. 5, ch. 94-340; s. 39, ch. 94-356; s. 4, ch. 95-257; s. 3, ch. 97-286; ss. 16, 17, ch. 98-73; s. 42, ch. 2000-371.

186.031 Annual report.—The Governor as the chief planning and budget officer of the state shall annually report to the Legislature and the public on the economic conditions of the state, the infrastructure and capital outlay needs of the state, and the impacts of growth and development and shall assess state, regional, and local government efforts in addressing such conditions, needs, and impacts. The report shall appraise current growth trends, shall evaluate the extent to which existing growth management policies effectively address such trends, and shall review such other factors and indicators as are appropriate. The report shall contain timely and authoritative data and information about economic and demographic growth patterns and an analysis of such information as it affects the goals and policies of the state for growth and development. The report shall contain specific recommendations for any legislative and administrative changes needed to continue to manage growth effectively and to build upon the opportunities available. The report shall be related to, and developed in conjunction with, the regular updates of the state comprehensive plan.

History.—s. 5, ch. 67-157; ss. 31, 35, ch. 69-106; s. 72, ch. 79-190; s. 15, ch. 81-259; s. 9, ch. 84-257.

Note.—Former s. 23.015.

186.501 Short title.—Sections 186.501-186.513 shall be known and may be cited as the “Florida Regional Planning Council Act.”

History.—ss. 1, 5, ch. 80-315; s. 4, ch. 82-46; s. 1, ch. 92-182; s. 38, ch. 93-206.

Note.—Former s. 160.001.

186.502 Legislative findings; public purpose.—

- (1) The Legislature finds and declares that:
 - (a) The problems of growth and development often transcend the boundaries of individual units of local general-purpose government, and often no single unit can formulate plans or implement policies for their solution without affecting other units in their geographic area.
 - (b) There is a need for regional planning agencies to assist local governments to resolve their common problems, engage in areawide comprehensive and functional planning, administer certain federal and state grants-in-aid, and provide a regional focus in regard to multiple programs undertaken on an areawide basis.

(c) Federal and state programs should have coordinated purposes and consistent policy direction in order to avoid the proliferation of overlapping, duplicating, and competing regional agencies. To further this end, these efforts should result in ¹entities agencies which effectively carry out a wide variety of federal and state program designations.

(d) The financial and technical assistance of the state should be provided to regional planning agencies to maximize the effective use of regional programs undertaken with the authorization of local, state, or federal governments serving the citizens of this state.

(e) There is a need for the establishment at the regional level of clear policy plans that will guide broad-based representative regional planning agencies as they undertake regional review functions.

(2) It is the declared purpose of this act to establish a common system of regional planning councils for areawide coordination and related cooperative activities of federal, state, and local governments; ensure a broad-based regional organization that can provide a truly regional perspective; and enhance the ability and opportunity of local governments to resolve issues and problems transcending their individual boundaries.

(3) The regional planning council is designated as the primary organization to address problems and plan solutions that are of greater-than-local concern or scope, and the regional planning council shall be recognized by local governments as one of the means to provide input into state policy development.

(4) The regional planning council is recognized as Florida's only multipurpose regional entity that is in a position to plan for and coordinate intergovernmental solutions to growth-related problems on greater-than-local issues, provide technical assistance to local governments, and meet other needs of the communities in each region. A council shall not act as a permitting or regulatory entity.

(5) The regional planning council shall have a duty to assist local governments with activities designed to promote and facilitate economic development in the geographic area covered by the council.

History.—ss. 2, 5, ch. 80-315; s. 4, ch. 82-46; s. 10, ch. 84-257; s. 1, ch. 92-182; ss. 27, 38, ch. 93-206; s. 91, ch. 99-251.

¹**Note.**—The word “entities” appears to be an error; it was substituted for the word “regional” in the preparation of C.S. for H.B. 1452 (1980).

Note.—Former s. 160.002.

186.503 Definitions relating to Florida Regional Planning Council Act.—As used in this act, the term:

(1) “Comprehensive planning districts” means the geographic areas within the state specified by rule by the Executive Office of the Governor pursuant to s. 186.006.

(2) “Cross-acceptance” means a process by which a regional planning council compares plans to identify inconsistencies. Consistency between plans may be achieved through a process of negotiation involving the local governments or regional planning council which prepared the respective plans.

(3) “Elected official” means a member of the governing body of a municipality or county or an elected county official chosen by the governing body.

(4) “Existing regional planning council” means a regional planning council created by local general-purpose governments prior to October 1, 1980, pursuant to chapters ¹160 and 163.

(5) “Federal” or “Federal Government” means the United States Government or any department, commission, agency, or other instrumentality thereof.

(6) “Local general-purpose government” means any municipality or county created pursuant to the authority granted under ss. 1 and 2, Art. VIII of the State Constitution.

(7) “Local health council” means a regional agency established pursuant to s. 408.033.

(8) “State” or “state government” means the government of the State of Florida or any department, commission, agency, or other instrumentality thereof.

(9) “Strategic regional policy plan” means a long-range guide for physical, economic, and social development of a comprehensive planning district which identifies regional goals and policies.

History.—ss. 3, 5, ch. 80-315; s. 7, ch. 81-167; s. 4, ch. 82-46; s. 7, ch. 83-55; s. 18, ch. 84-257; s. 22, ch. 85-80; s. 99, ch. 91-282; s. 1, ch. 92-182; ss. 28, 38, ch. 93-206; s. 25, ch. 95-280; s. 12, ch. 97-79.

¹**Note.**—Transferred to ch. 186 by the reviser incident to compiling the 1984 Supplement to the Florida Statutes 1983.

Note.— Former s. 160.003.

186.504 Regional planning councils; creation; membership.—

(1) A regional planning council shall be created in each of the several comprehensive planning districts of the state. Only one agency shall exercise the responsibilities granted herein within the geographic boundaries of any one comprehensive planning district.

(2) Membership on the regional planning council shall be as follows:

(a) Representatives appointed by each of the member counties in the geographic area covered by the regional planning council.

(b) Representatives from other member local general-purpose governments in the geographic area covered by the regional planning council.

(c) Representatives appointed by the Governor from the geographic area covered by the regional planning council, including an elected school board member from the geographic area covered by the regional planning council, to be nominated by the Florida School Board Association.

(3) Not less than two-thirds of the representatives serving as voting members on the governing bodies of such regional planning councils shall be elected officials of local general-purpose governments chosen by the cities and counties of the region, provided each county shall have at least one vote. The remaining one-third of the voting members on the governing board shall be appointed by the Governor, to include one elected school board member, subject to confirmation by the Senate, and shall reside in the region. No two appointees of the Governor shall have their places of residence in the same county until each county within the region is represented by a Governor's appointee to the governing board. Nothing contained in this section shall deny to local governing bodies or the Governor the option of appointing either locally elected officials or lay citizens provided at least two-thirds of the governing body of the regional planning council is composed of locally elected officials.

(4) In addition to voting members appointed pursuant to paragraph (2)(c), the Governor shall appoint the following ex officio nonvoting members to each regional planning council:

- (a) A representative of the Department of Transportation.
- (b) A representative of the Department of Environmental Protection.
- (c) A representative nominated by the Department of Economic Opportunity.
- (d) A representative of the appropriate water management district or districts.

The Governor may also appoint ex officio nonvoting members representing appropriate metropolitan planning organizations and regional water supply authorities.

(5) Nothing contained in this act shall be construed to mandate municipal government membership or participation in a regional planning council. However, each county shall be a member of the regional planning council created within the comprehensive planning district encompassing the county.

(6) The existing regional planning council in each of the several comprehensive planning districts shall be designated as the regional planning council specified under subsections (1)-(5), provided the council agrees to meet the membership criteria specified therein and is a regional planning council organized under either s. 163.01 or s. 163.02 or ss. 186.501-186.515.

History.—s. 1, ch. 59-369; s. 19, ch. 63-400; s. 1, ch. 69-63; ss. 3, 5, ch. 80-315; s. 4, ch. 82-46; s. 11, ch. 84-257; s. 1, ch. 92-182; ss. 29, 38, ch. 93-206; s. 40, ch. 94-356; s. 92, ch. 99-251; s. 30, ch. 2001-60; s. 12, ch. 2002-296; s. 62, ch. 2011-142.

Note.— Former s. 160.01.

186.505 Regional planning councils; powers and duties.— Any regional planning council created hereunder shall have the following powers:

- (1) To adopt rules of procedure for the regulation of its affairs and the conduct of its business and to appoint from among its members a chair to serve annually; however, such chair may be subject to reelection.
- (2) To adopt an official name and seal.
- (3) To maintain an office at such place or places within the comprehensive planning district as it may designate.

(4) To employ and to compensate such personnel, consultants, and technical and professional assistants as it deems necessary to exercise the powers and perform the duties set forth in this act.

(5) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act.

(6) To hold public hearings and sponsor public forums in any part of the regional area whenever the council deems it necessary or useful in the execution of its other functions.

(7) To sue and be sued in its own name.

(8) To accept and receive, in furtherance of its functions, funds, grants, and services from the Federal Government or its agencies; from departments, agencies, and instrumentalities of state, municipal, or local government; or from private or civic sources. Each regional planning council shall render an accounting of the receipt and disbursement of all funds received by it, pursuant to the federal Older Americans Act, to the Legislature no later than March 1 of each year.

(9) To receive and expend such sums of money as shall be from time to time appropriated for its use by any county or municipality when approved by the council and to act as an agency to receive and expend federal funds for planning.

(10) To act in an advisory capacity to the constituent local governments in regional, metropolitan, county, and municipal planning matters.

(11) To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for emergency management as defined in s. 252.34.

(12) To fix and collect membership dues, rents, or fees when appropriate.

(13) To acquire, own, hold in custody, operate, maintain, lease, or sell real or personal property.

(14) To dispose of any property acquired through the execution of an interlocal agreement under s. 163.01.

(15) To accept gifts, grants, assistance, funds, or bequests.

(16) To conduct studies of the resources of the region.

(17) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.

(18) To select and appoint such advisory bodies as the council may find appropriate for the conduct of its activities.

(19) To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the region and which the council finds feasible to perform.

(20) To provide technical assistance to local governments on growth management matters.

(21) To perform a coordinating function among other regional entities relating to preparation and assurance of regular review of the strategic regional policy plan, with the entities to be coordinated determined by the topics addressed in the strategic regional policy plan.

(22) To coordinate land development and transportation policies in a manner that fosters regionwide transportation systems.

(23) To review plans of independent transportation authorities and metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government plans.

(24) To use personnel, consultants, or technical or professional assistants of the council to help local governments within the geographic area covered by the council conduct economic development activities.

(25) To provide consulting services to a private developer or landowner for a project, if not serving in a review capacity in the future, except that statutorily mandated services may be provided by the regional planning council regardless of its review role.

History.—s. 2, ch. 59-369; ss. 17, 35, ch. 69-106; s. 1, ch. 73-283; ss. 3, 5, ch. 80-315; s. 8, ch. 81-167; s. 4, ch. 82-46; s. 8, ch. 83-55; s. 4, ch. 83-334; s. 12, ch. 84-257; s. 1, ch. 92-182; ss. 30, 38, ch. 93-206; s. 959, ch. 95-147; s. 15, ch. 95-196; s. 71, ch. 99-2; s. 93, ch. 99-251; s. 63, ch. 2011-142; s. 13, ch. 2012-99; s. 10, ch. 2015-30.

Note.—Former s. 160.02.

186.506 Executive Office of the Governor; powers and duties.— The Executive Office of the Governor, or its designee, shall:

- (1) Arbitrate and settle disputes between regional planning councils.
- (2) Provide assistance to local general-purpose governments concerning organization of, or reorganization into, a regional planning council.
- (3) Review, modify, reject, or approve those rules of the regional planning councils which pertain to the functions designated to the regional planning councils by the state. These rules shall be submitted to the Governor or his or her designee and, if not acted upon within 30 days of receipt, they will be assumed to be in force.
- (4) Conduct an in-depth analysis of the current boundaries of comprehensive planning districts to ensure that the regional planning councils working within them together form a workable system for effective regional planning, and that each council can adequately perform the tasks assigned to it by law. The Executive Office of the Governor shall include in its study the preferences of local general-purpose governments; the effects of population migration, transportation networks, population increases and decreases, economic development centers, trade areas, natural resource systems, federal program requirements, designated air quality nonattainment areas, economic relationships among cities and counties, and media markets; and other data, projections, or studies that it determines to be of significance in establishing district boundaries. The Executive Office of the Governor may make such changes in the district boundaries as are found to be feasible and desirable, shall complete a review of existing boundaries by January 1, 1994, and may revise and update the boundaries from time to time thereafter.

History.— ss. 3, 5, ch. 80-315; s. 4, ch. 82-46; s. 1, ch. 92-182; ss. 31, 38, ch. 93-206; s. 960, ch. 95-147.

Note.— Former s. 160.05.

186.507 Strategic regional policy plans.—

- (1) A strategic regional policy plan shall contain regional goals and policies that shall address affordable housing, economic development, emergency preparedness, natural resources of regional significance, and regional transportation, and that may address any other subject which relates to the particular needs and circumstances of the comprehensive planning district as determined by the regional planning council. Regional plans shall identify and address significant regional resources and facilities. Regional plans shall be consistent with the state comprehensive plan.
- (2) The Executive Office of the Governor may adopt by rule minimum criteria to be addressed in each strategic regional policy plan and a uniform format for each plan. Such criteria must emphasize the requirement that each regional planning council, when preparing and adopting a strategic regional policy plan, must focus on regional rather than local resources and facilities.
- (3) In preparing the strategic regional policy plan, the regional planning council shall seek the full cooperation and assistance of local governments to identify key regional resources and facilities and shall document present conditions and trends with respect to the policy areas addressed; forecast future conditions and trends based on expected growth patterns of the region; and analyze the problems, needs, and opportunities associated with growth and development in the region, especially as those problems, needs, and opportunities relate to the subject areas addressed in the strategic regional policy plan.
- (4) The regional goals and policies shall be used to develop a coordinated program of regional actions directed at resolving the identified problems and needs.
- (5) The council shall give consideration to existing state, regional, and local plans in accomplishing the purposes of this section.
- (6) The draft regional plan shall be circulated to all local governments in the region, and the local governments shall be afforded a reasonable opportunity to comment on the regional plan.
- (7) The council shall provide for adequate input by citizens into the regional planning process.
- (8) Upon adoption, a strategic regional policy plan shall provide, in addition to other criteria established by law, the basis for regional review of developments of regional impact, regional review of federally assisted projects, and other regional comment functions.

(9) Regional planning councils shall consider, and make accessible to the public, appropriate data and studies, including development-of-regional-impact applications and agency reports, in order to assist participants in the development-of-regional-impact review process. A major objective of the regional planning process shall be to coordinate with the state land planning agency in order to achieve uniformity and consistency in land use information and data collection efforts in this state and provide a usable and accessible database to local governments and the private sector.

(10) Each regional planning council shall enter into a memorandum of agreement with each local health council in its comprehensive planning district to ensure the coordination of health planning, if the regional planning council elects to address health issues in its strategic regional policy plan. The memorandum of agreement shall specify the manner in which each regional planning council and local health council will coordinate their activities.

(11) All natural resources of regional significance identified in the strategic regional policy plan shall be identified by a specific geographic location and not solely by generic type.

(12) In addressing regional transportation, the council may recommend minimum density guidelines for development along designated public transportation corridors and identify investment strategies for providing transportation infrastructure where growth is desired, rather than focusing primarily on relieving congestion in areas where growth is discouraged.

(13) Standards included in strategic regional policy plans may be used for planning purposes only and not for permitting or regulatory purposes. However, a regional planning council may not adopt a planning standard that differs materially from a planning standard adopted by rule by a state or regional agency, when such rule expressly states the planning standard is intended to preempt action by the regional planning council. The absence of a planning standard for a particular issue on the part of a state or other regional agency shall not be deemed to create a material difference from a planning standard adopted by a regional planning council. Planning standards may be used as a basis for comments on federal consistency and clearinghouse reviews. However, any inconsistency between a local plan or plan amendment and a strategic regional policy plan must not be the sole basis for a notice of intent to find a local plan or plan amendment not in compliance with this act.

(14) A regional planning council may not, in its strategic regional policy plan or by any other means, establish binding level-of-service standards for public facilities and services provided or regulated by local governments. This limitation shall not be construed to limit the authority of regional planning councils to propose objections, recommendations, or comments on local plans or plan amendments.

(15) A strategic regional policy plan or any amendment thereto shall be adopted by rule by a two-thirds vote of the membership of the governing body of a regional planning council present at a duly noticed meeting constituting a quorum; however, no strategic regional policy plan or amendment thereto shall be adopted by less than the majority of the members of the governing body.

(16) In formulating regional policies, the regional planning council shall consider existing requirements in other planning and regulatory programs.

(17) Each regional planning council, in its strategic regional policy plan, may recommend specific locations or activities in which a project, due to character or location, should be a development of regional impact within that comprehensive planning district.

History.—ss. 3, 5, ch. 80-315; s. 4, ch. 82-46; s. 13, ch. 84-257; s. 100, ch. 91-282; s. 1, ch. 92-182; ss. 32, 38, ch. 93-206; s. 8, ch. 95-322; s. 21, ch. 98-176.

Note.—Former s. 160.07.

186.508 Strategic regional policy plan adoption; consistency with state comprehensive plan.—

(1) Each regional planning council shall submit to the Executive Office of the Governor its proposed strategic regional policy plan on a schedule established by the Executive Office of the Governor to coordinate implementation of the strategic regional policy plans with the evaluation and appraisal process required by s. 163.3191. The Executive Office of the Governor, or its designee, shall review the proposed strategic regional policy plan to ensure consistency with the adopted state comprehensive plan and shall, within 60 days, provide any recommended revisions. The Governor's recommended revisions shall be included in the plans in a comment section. However, nothing in this

section precludes a regional planning council from adopting or rejecting any or all of the revisions as a part of its plan before the effective date of the plan. The rules adopting the strategic regional policy plan are not subject to rule challenge under s. 120.56(2) or to drawout proceedings under s. 120.54(3)(c)2., but, once adopted, are subject to an invalidity challenge under s. 120.56(3) by substantially affected persons, including the Executive Office of the Governor. The rules shall be adopted by the regional planning councils, and become effective upon filing with the Department of State, notwithstanding the provisions of s. 120.54(3)(e)6.

(2) If a local government within the jurisdiction of a regional planning council challenges a portion of the council's regional policy plan pursuant to s. 120.56, the applicable portion of that local government's comprehensive plan shall not be required to be consistent with the challenged portion of the regional policy plan until 12 months after the challenge has been resolved by an administrative law judge.

(3) All amendments to the adopted regional policy plan shall be subject to all challenges pursuant to chapter 120.

History.—s. 14, ch. 84-257; s. 23, ch. 85-55; s. 13, ch. 86-191; s. 101, ch. 91-282; s. 1, ch. 92-182; ss. 34, 38, ch. 93-206; s. 31, ch. 96-410; s. 14, ch. 97-79; s. 22, ch. 98-176; s. 14, ch. 2012-99.

186.509 Dispute resolution process.— Each regional planning council shall establish by rule a dispute resolution process to reconcile differences on planning and growth management issues between local governments, regional agencies, and private interests. The dispute resolution process shall, within a reasonable set of timeframes, provide for: voluntary meetings among the disputing parties; if those meetings fail to resolve the dispute, initiation of mandatory mediation or a similar process; if that process fails, initiation of arbitration or administrative or judicial action, where appropriate. The council shall not utilize the dispute resolution process to address disputes involving environmental permits or other regulatory matters unless requested to do so by the parties. The resolution of any issue through the dispute resolution process shall not alter any person's right to a judicial determination of any issue if that person is entitled to such a determination under statutory or common law.

History.—s. 15, ch. 84-257; s. 1, ch. 92-182; ss. 35, 38, ch. 93-206; s. 11, ch. 2009-96; s. 10, ch. 2011-14.

186.511 Evaluation of strategic regional policy plan; changes in plan.— The regional planning process shall be a continuous and ongoing process. Each regional planning council shall prepare an evaluation and appraisal report on its strategic regional policy plan at least once every 5 years; assess the successes or failures of the plan; address changes to the state comprehensive plan; and prepare and adopt by rule amendments, revisions, or updates to the plan as needed. Each regional planning council shall involve the appropriate local health councils in its region if the regional planning council elects to address regional health issues. The evaluation and appraisal report shall be prepared and submitted for review on a schedule established by the Executive Office of the Governor. The schedule shall facilitate and be coordinated with, to the maximum extent feasible, the evaluation and revision of local comprehensive plans pursuant to s. 163.3191 for the local governments within each comprehensive planning district.

History.—s. 16, ch. 84-257; s. 14, ch. 86-191; s. 102, ch. 91-282; s. 1, ch. 92-182; ss. 37, 38, ch. 93-206; s. 23, ch. 98-176.

186.512 Designation of regional planning councils.—

(1) The territorial area of the state is subdivided into the following districts for the purpose of regional comprehensive planning. The name and geographic area of each respective district must accord with the following:

(a) West Florida Regional Planning Council: Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton, and Washington Counties.

(b) Apalachee Regional Planning Council: Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, and Wakulla Counties.

(c) North Central Florida Regional Planning Council: Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Marion, Suwannee, Taylor, and Union Counties.

(d) Northeast Florida Regional Planning Council: Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns Counties.

(e) East Central Florida Regional Planning Council: Brevard, Lake, Orange, Osceola, Seminole, Sumter, and Volusia Counties.

(f) Central Florida Regional Planning Council: DeSoto, Hardee, Highlands, Okeechobee, and Polk Counties.

(g) Tampa Bay Regional Planning Council: Citrus, Hernando, Hillsborough, Manatee, Pasco, and Pinellas Counties.

(h) Southwest Florida Regional Planning Council: Charlotte, Collier, Glades, Hendry, Lee, and Sarasota Counties.

(i) Treasure Coast Regional Planning Council: Indian River, Martin, Palm Beach, and St. Lucie Counties.

(j) South Florida Regional Planning Council: Broward, Miami-Dade, and Monroe Counties.

(2) Beginning January 1, 2016, and thereafter, the Governor may review and update the district boundaries of the regional planning councils pursuant to his authority under s. 186.506(4).

(3) For the purposes of transition from one regional planning council to another, the successor regional planning council shall apply the prior strategic regional policy plan to a local government until such time as the successor regional planning council amends its plan pursuant to this chapter to include the affected local government within the new region.

History.—s. 11, ch. 2015-30.

186.513 Reports.— Each regional planning council shall prepare and furnish an annual report on its activities to the state land planning agency as defined in s. 163.3164 and the local general-purpose governments within its boundaries and, upon payment as may be established by the council, to any interested person.

History.—ss. 3, 5, ch. 80-315; s. 4, ch. 82-46; s. 1, ch. 92-182; s. 38, ch. 93-206; s. 4, ch. 2006-268; s. 36, ch. 2011-139; s. 12, ch. 2015-30.

Note.— Former s. 160.08.

186.515 Creation of regional planning councils under chapter 163.— Nothing in ss. 186.501-186.507, 186.513, and 186.515 is intended to repeal or limit the provisions of chapter 163; however, the local general-purpose governments serving as voting members of the governing body of a regional planning council created pursuant to ss. 186.501-186.507, 186.513, and 186.515 are not authorized to create a regional planning council pursuant to chapter 163 unless an agency, other than a regional planning council created pursuant to ss. 186.501-186.507, 186.513, and 186.515, is designated to exercise the powers and duties in any one or more of ss. 163.3164 and 380.031(15); in which case, such a regional planning council is also without authority to exercise the powers and duties in s. 163.3164 or s. 380.031(15).

History.—ss. 4, 5, ch. 80-315; s. 4, ch. 82-46; s. 44, ch. 91-45; s. 1, ch. 92-182; ss. 3, 38, ch. 93-206; s. 37, ch. 2011-139.

Note.— Former s. 160.09.

186.801 Ten-year site plans.—

(1) Beginning January 1, 1974, each electric utility shall submit to the Public Service Commission a 10-year site plan which shall estimate its power-generating needs and the general location of its proposed power plant sites. The 10-year plan shall be reviewed and submitted not less frequently than every 2 years.

(2) Within 9 months after the receipt of the proposed plan, the commission shall make a preliminary study of such plan and classify it as “suitable” or “unsuitable.” The commission may suggest alternatives to the plan. All findings of the commission shall be made available to the Department of Environmental Protection for its consideration at any subsequent electrical power plant site certification proceedings. It is recognized that 10-year site plans submitted by an electric utility are tentative information for planning purposes only and may be amended at any time at the discretion of the utility upon written notification to the commission. A complete application for certification of an electrical power plant site under chapter 403, when such site is not designated in the current 10-year site plan of the applicant, shall constitute an amendment to the 10-year site plan. In its preliminary study of each 10-year site plan, the commission shall consider such plan as a planning document and shall review:

(a) The need, including the need as determined by the commission, for electrical power in the area to be served.

(b) The effect on fuel diversity within the state.

(c) The anticipated environmental impact of each proposed electrical power plant site.

(d) Possible alternatives to the proposed plan.

(e) The views of appropriate local, state, and federal agencies, including the views of the appropriate water management district as to the availability of water and its recommendation as to the use by the proposed plant of salt water or fresh water for cooling purposes.

(f) The extent to which the plan is consistent with the state comprehensive plan.

- (g) The plan with respect to the information of the state on energy availability and consumption.
 - (h) The amount of renewable energy resources the utility produces or purchases.
 - (i) The amount of renewable energy resources the utility plans to produce or purchase over the 10-year planning horizon and the means by which the production or purchases will be achieved.
 - (j) A statement describing how the production and purchase of renewable energy resources impact the utility's present and future capacity and energy needs.
- (3) In order to enable it to carry out its duties under this section, the commission may, after hearing, establish a study fee which shall not exceed \$1,000 for each proposed plan studied.
- (4) The commission may adopt rules governing the method of submitting, processing, and studying the 10-year plans as required by this section.

History.—s. 1, ch. 73-33; s. 2, ch. 76-76; s. 77, ch. 79-190; s. 2, ch. 81-167; s. 3, ch. 83-55; s. 41, ch. 94-356; s. 2, ch. 95-328; s. 15, ch. 2006-230; s. 2, ch. 2012-117.

Note.—Former ss. 403.505, 23.0191.

186.803 Use of geographic information by governmental entities.—When state agencies, water management districts, regional planning councils, local governments, and other governmental entities use maps, including geographic information maps and other graphic information materials, as the source of data for planning or any other purposes, they must take into account that the accuracy and reliability of such maps and data may be limited by various factors, including the scale of the maps, the timeliness and accuracy of the underlying information, the availability of more accurate site-specific information, and the presence or absence of ground truthing or peer review of the underlying information contained in such maps and other graphic information. This section does not apply to maps adopted pursuant to part II of chapter 163.

History.—s. 9, ch. 96-416.

186.901 Population census determination.—

(1) The Office of Economic and Demographic Research shall annually provide to the Executive Office of the Governor population estimates of local governmental units as of April 1 of each year, utilizing accepted statistical practices. The population of local governments provided by the Office of Economic and Demographic Research shall apply to any revenue-sharing formula with local governments under the provisions of ss. 218.20-218.26, part II of chapter 218. The Office of Economic and Demographic Research shall additionally provide the Executive Office of the Governor population estimates for municipal annexations or consolidations occurring during the period April 1 through February 28, and the Executive Office of the Governor shall include these estimates in its certification to the Department of Revenue for the annual revenue-sharing calculation.

(2)(a) Population shall be computed as the number of residents, employing the same general guidelines used by the United States Bureau of the Census.

(b) For the purpose of revenue-sharing distribution formulas and distribution proportions for the local government half-cent sales tax, inmates and patients residing in institutions operated by the Federal Government, the Department of Corrections, the Department of Health, or the Department of Children and Families shall not be considered to be residents of the governmental unit in which the institutions are located.

(c) Nothing herein shall be construed to prohibit the separate determination of any categories of persons, whether resident or nonresident.

(3) In cases of annexation or consolidation, local governments shall be required to submit to the Executive Office of the Governor, within 30 days following annexation or consolidation, a statement as to the population census effect of the action.

(4) Estimates of inmates and patients pursuant to paragraph (2)(b) shall be separately stated in population reports issued pursuant to this section.

History.—s. 3, ch. 72-360; s. 1, ch. 75-93; s. 1, ch. 77-174; s. 1, ch. 78-209; s. 76, ch. 79-190; s. 11, ch. 82-154; s. 2, ch. 83-299; s. 16, ch. 99-8; s. 44, ch. 2000-371; s. 40, ch. 2014-19.

Note.—Former s. 23.019.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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29F-1.101 Organization.

There is hereby organized a regional planning council under the authority of chapter 186, F.S., which shall be known as the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, consisting of the counties of Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia. Council headquarters shall be in a central location as determined by a majority vote of the Council. Field offices may be maintained at other locations.

Rulemaking Authority 186.505, 186.512 FS. Law Implemented 186.505 FS. History--New 9-22-99, Amended 11-7-18.

29F-1.108 Officers, Term of Office and Duties.

(1) At the annual meeting of the Council, the Council shall elect from its membership the following officers: Chairperson, Vice-Chairperson, Secretary and Treasurer. Each member so elected shall serve for one (1) year or until reelected or a successor is elected.

(2) The newly elected officers shall be declared installed following their election, and shall assume the duties of office.

(a) The Chairperson shall be responsible for overseeing the organization of the work of the Council; for seeing that all policies of the Council are carried out; for signing any contract or other instrument that the Council deems in its best interest; and for presiding over all Council meetings. The Chairperson, or a designated Council Member, shall be an ex officio member of all committees.

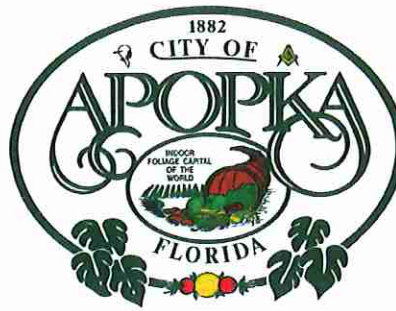
(b) The Vice-Chairperson shall act in the Chairperson's absence or inability to act. The Vice-Chairperson shall perform such other functions as may be assigned by the Chairperson or the Council.

(c) The Secretary shall be responsible for minutes for the meeting, keeping the roll of members, general oversight of the financial affairs of the Council and such other duties as may be assigned by the Chairperson or the Council.

(d) The Treasurer shall be responsible for the general oversight of the financial affairs of the Council; and such other duties as may be assigned by the Chairman or the Council.

(3) There shall be an Executive Committee consisting of the Chairperson, Vice-Chairperson, Secretary, Treasurer and the immediate past Chairperson, and two members selected from current Council Membership. If there is no immediate past Chairperson still in continuous service, the Council shall elect an additional member to serve on the Executive Committee until such time as there is an immediate past Chairperson still in continuous service. A majority of the Executive Committee Membership shall be County Representatives.

Rulemaking Authority 186.505 FS. Law Implemented 186.505 FS. History--New 9-22-99, Amended 10-23-13, 11-7-18.



120 E. Main St. · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

September 24, 2020

Mr. Luis Nieves-Ruiz
East Central Florida Regional Planning Council
455 N. Garland Avenue, Suite 414
Orlando, FL 32801

RE: Community-Wide Coalition Assessment Grant

Dear Mr. Luis Nieves-Ruiz,

We, the City of Apopka, acknowledge our membership in this Coalition with the Lead Coalition member, East Central Florida Regional Planning Council (ECFRPC), and the four cities listed below in a Community-wide Brownfields Assessment Grant application. Apopka shall join ECFRPC along with the following eligible entities in the submission of a Brownfield Assessment Coalition Grant application:

The City of Eustis
The City of Kissimmee
The City of Longwood

The City of Apopka is the second largest city in Orange County. The CRA area in Apopka is a designated as a Brownfield and is comprised of 633 acres. The target area for the coalition is a corridor widely known as the Orange Blossom Trail (OBT), which stretches from Eustis to Kissimmee, connecting the above listed entities, and thus the reason for this Coalition. The ECFRPC provides technical assistance to local governments and organizations located within the eight county Region. The OBT Corridor's challenges are *well* documented, and the ECFRPC has the capacity and knowledge to lead these five cities in a coordinated effort towards revitalization.

In addition, the Coalition will also enter into a Coalition Memorandum of Agreement (MOA) that will include each Coalition Member's contact information, a description of the role of each Coalition Member and details regarding the utilization of any grant funds received for eligible activities pursuant to the terms and provisions of the grant.

Sincerely,

Bryan Nelson, Mayor
City of Apopka



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

September 14, 2020

Mr. Luis Nieves-Ruiz
Economic Development Manager
455 N. Garland Avenue, Suite 414
Orlando, FL 32801

RE: Community-Wide Coalition Assessment Grant

Dear Mr. Nieves-Ruiz,

We, the City of Eustis, acknowledge our membership in this Coalition with the Lead Coalition member, East Central Florida Regional Planning Council (ECFRPC), and the four cities listed below in a Community-wide Brownfields Assessment Grant application.

The City of Eustis is a General Purpose Unit of Local Government, and is an eligible entity as defined by 2 CFR § 200.64. Eustis shall join ECFRPC along with the following eligible entities in the submission of a Brownfield Assessment Coalition Grant application:

The City of Apopka
The City of Kissimmee
The City of Longwood

The target area is a corridor widely known as the Orange Blossom Trail (OBT), which stretches from Eustis to Kissimmee, connecting the above listed entities, and thus the reason for this Coalition. The ECFRPC provides technical assistance to local governments and organizations located within the eight county Region. The OBT Corridor's challenges are *well* documented, and the ECFRPC has the capacity and knowledge to lead these five cities in a coordinated effort towards revitalization.

In addition, the Coalition will also enter into a Coalition Memorandum of Agreement (**MOA**) that will include each Coalition Member's contact information, a description of the role of each Coalition member and details regarding the utilization of any grant funds received for eligible activities pursuant to the terms and provisions of the grant.

Sincerely,


Ronald R. Neibert
City Manager



Samia Singleton | CRA Manager

101 Church Street · Kissimmee, Florida 34741 · Phone: 407-518-2587

September 17, 2020

Mr. Luis Nieves-Ruiz
Director of Policy and Planning
455 N. Garland Avenue
Orlando, FL 32801

RE: Community-Wide Coalition Assessment Grant

Dear Mr. Luis Nieves-Ruiz,

We, the City of Kissimmee, acknowledge our membership in this Coalition with the Lead Coalition member, East Central Florida Regional Planning Council (ECFRPC), and the three cities listed below in a Community-wide Brownfields Assessment Grant application.

Kissimmee has a regional designated Brownfields area known as the Kissimmee Environmental Redevelopment Area (KERA), which was established in 2011. Kissimmee recently expanded the 3112 acres area, adding an additional 1402 acres. Kissimmee shall join ECFRPC along with the following eligible entities in the submission of a Brownfield Assessment Coalition Grant application:

The City of Apopka
The City of Eustis
The City of Longwood

The target area is a corridor widely known as the Orange Blossom Trail (OBT), which stretches from Eustis to Kissimmee, connecting the above listed entities, and thus the reason for this Coalition. The ECFRPC provides technical assistance to local governments and organizations located within the eight county Region. The OBT Corridor's challenges are *well* documented, and the ECFRPC has the capacity and knowledge to lead these five cities in a coordinated effort towards revitalization.

In addition, the Coalition will also enter into a Coalition Memorandum of Agreement (MOA) that will include each Coalition Member's contact information, a description of the role of each Coalition member and details regarding the utilization of any grant funds received for eligible activities pursuant to the terms and provisions of the grant. The MOA will include the eight minimum elements outlined by the EPA, including the coalition structure with city partners.

Sincerely,

A handwritten signature in black ink, appearing to read "Samia Singleton".

Samia Singleton



September 16, 2020

Mr. Luis Nieves-Ruiz
Director of Policy and Planning
455 N. Garland Avenue
Orlando, FL 32801

Re: Community-Wide Coalition Assessment Grant

Dear Mr. Luis Nieves-Ruiz,

We, the City of Longwood, acknowledge our membership in this Coalition with the Lead Coalition member, East Central Florida Regional Planning Council (ECFRPC), and the four cities listed below in a Community-wide Brownfields Assessment Grant application.

The City of Longwood is a General Purpose Unit of Local Government, and is an eligible entity as defined by 2 CFR §200.64. Longwood shall join ECFRPC along with the following eligible entities in the submission of a Brownfield Assessment Coalition Grant application:

The City of Apopka
The City of Eustis
The City of Kissimmee

The target areas for the City of Longwood are:

- 1) The Island Lake region that borders E. State Road 434 (north), the Florida Commerce Park (east), Island Lake (west) and Alberta Street properties (south).
- 2) Former Sanford-Orlando Kennel Club that borders Dog Track Rd (north), Ronald Reagan (west), S. U.S. Hwy 17-92 (east) and Progress Energy Way (south). This site is also within an designated Opportunity Zone.
- 3) Former Kennel and Shotcrete properties that border American Industrial Park (north), Ronald Reagan Blvd (east), CSX Rail Line (west) and North Street (south).
- 4) Properties along the west side of S. U.S. Hwy 17-92 that border Kathryn Dr. (south), Fairy Lake (west) and Wildmere Ave. (north).

The ECFRPC has the technical assistance to local governments and organizations located within the eight county Region. These target areas are well documented and the ECFRPC has the capacity and knowledge to lead these five cities in a coordinated effort towards revitalization.

In addition, the Coalition will also enter into a Coalition Memorandum of Agreement (MOA) that will include each Coalition Member's contact information, a description of the role of each Coalition Member and details regarding the utilization of any grant funds received for the eligible activities pursuant to the terms and provisions of the grant.



City of Longwood Page 386 of 1036
Community Development
Economic Development

Fostering citizen trust and cultivating a prosperous community

Sincerely,

Thomas Krueger
Economic Development Manager
City of Longwood
174 West Church Ave.
Longwood, Florida 32750

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

10/27/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

BF

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

Choose State...

8. APPLICANT INFORMATION:

* a. Legal Name:

East Central Florida Regional Planning Council

* b. Employer/Taxpayer Identification Number (EIN/TIN):

590993342

* c. Organizational DUNS:

0398937710000

d. Address:

* Street1:

455 N. Garland Avenue, Suite 414

Street2:

* City:

Orlando

County/Parish:

Choose State...

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

328010000

e. Organizational Unit:

Department Name:

Policy and Planning

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Luis

Middle Name:

* Last Name:

Nieves-Ruiz

Suffix:

Title:

Economic Development Manager

Organizational Affiliation:

East Central Florida Regional Planning Council

* Telephone Number:

(407) 245-0300 ext.308

Fax Number:

* Email:

luis@ecfrpc.org

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-20-06

* Title:

FY21 GUIDELINES FOR BROWNFIELD ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

1235-ECFRPC 2020 Map of Affected Areas.PNG

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ECFRPC's Coalition Assessment Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	600,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	600,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

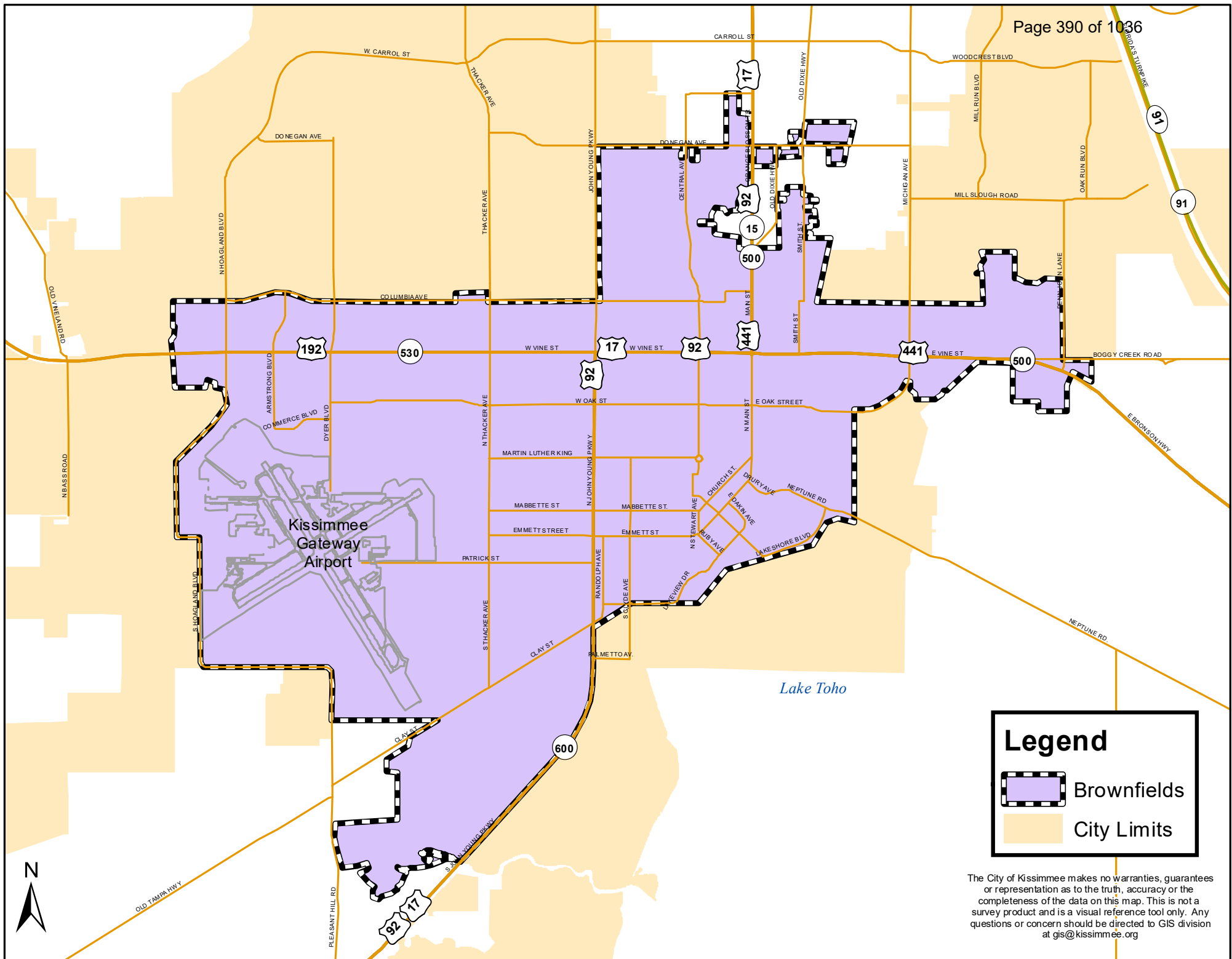
Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:



Legend



Brownfields



City Limits

The City of Kissimmee makes no warranties, guarantees or representation as to the truth, accuracy or the completeness of the data on this map. This is not a survey product and is a visual reference tool only. Any questions or concern should be directed to GIS division at gis@kissimmee.org

ITEM 8.C**RFP 2021-007 RFP SELECTION COMMITTEE RESULTS****Request**

Commission acceptance and discussion of Selection Committee results for RFP #2021-007 Emergency Shelter/Bridge Housing and Homeless Services.

Explanation

On August 29, 2021, the City advertised a Request for Proposals (RFP) #2021-007 Emergency Shelter/Bridge-Housing and Homeless Services. The RFP was issued by the City of Kissimmee to solicit proposals from qualified firms, agencies, project teams or individuals to provide housing focusing on emergency, low barrier, non-congregate shelter; bridge housing; and homeless support services.

This project's goal was to seek a respondent to provide a plan that utilizes ethical and responsible practices to move clients from homelessness to permanent housing quickly through temporary, hotel/motel-based or other suitable emergency non-congregate shelter and support services to individuals experiencing homelessness. This shelter program would also provide cold night and extreme weather shelter options and support for the most vulnerable in our community with a capacity to maintain a minimum of 50 non-congregate units to house and provide services to unsheltered individuals and families.

The initial activation of this program was 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 and/or respond to their homelessness through proven principles and practices in a housing-focused program. The proposed plan needed to include bridge housing in their plan to ensure residents are prepared for the next phase of housing stability as well as demonstrate competencies in best practices and client outcomes for this target population.

On October 14, 2021, the bid opening was conducted, and three (3) proposals were received from the following respondents: Church and Community Assistance Program, The Salvation Army, and Ability Housing. The selection committee met on November 5, 2021 to review proposals but due to the complexity of the project, requested presentations and follow-up information from all respondents. On November 30, 2021, the committee met again to hear presentations, ask questions and determine a selection.

Upon completion of the presentations and follow-up questions, the committee voted 7-0 not to make a selection due to all bids being non-responsive to one or more areas of the RFP.

Responsive BIDS must address the following:

- Plan focused on emergency, low barrier, non-congregate shelter; bridge housing; and homeless support services.
- Demonstrate an ability to secure, manage and operate a 24/7/365 emergency housing-focused non-congregate shelter with a minimum of 50 units.
- Provide comprehensive wraparound support services. If subcontracting services to another provider, a Memorandum of Understanding with the service provider must be included.

- Demonstrate experience in progressively moving residents to permanent stable housing with the greatest levels of self-sufficiency.
- Demonstrate a well-developed approach to assist our community in transforming decentralized homeless services into a crisis response system that rapidly returns people who experience homelessness to stable housing and self-sufficiency.
- Demonstrate the capacity to maintain a minimum of 50 non-congregate units to house and provide services to unsheltered individuals and families. A contract or MOU detailing shelter location(s) must be included in the proposal if the construction of a shelter is not proposed.
- Provide a plan for long-term services once homeless response system is in place.
- Ability and documented goal to leverage services and capital funds to ensure long-term sustainability of the project.
- Document proven ability to operate homeless shelter in a way that will help individuals experiencing homelessness with opportunities to develop a pathway towards permanent housing, income, healthcare, and stability through continued care services.
- If the housing option includes use of the city's 18-acre land option, a long-term plan for homeless/affordable housing must include a shelter, bridge, and permanent housing plan.

PROPOSAL SUMMARIES:

Church and Community Assistance Program, Kissimmee, FL

Total Request: \$9,600,000

Shelter/Bridge Housing and Homeless Services budget over a 5-year period: \$6,683,029

Proposal was updated during the presentation to construct 50 tiny homes @ \$73,000 (\$3,750,000). Hotel/motel rooms will continue to be used for emergency shelter placement.

Permanent Housing Proposal budget: \$2,916,970

Construct a Central Hub for homeless services, education and training. Unknown future multifamily development.

Ability Housing, Jacksonville, FL (Orlando/Kissimmee)

Total Request: \$9,600,000

Shelter/Bridge Housing and Homeless Services budget over 3 - year period: \$3,600,000

Construct modular units for a minimum of 50 emergency non-congregate shelter units. Planned to partner with a local organization to provide a time-limited 24/7/365 non-congregate shelter and bridge housing for a period of 3 years. The local partner was not yet selected.

Permanent Housing Proposal Budget:

Phase 1- 100 units (50 @ 30% AMI and 50 @ 60% AMI) - \$2,400,000

Phase 2- up to 150 units - \$3,600,000

Included plan to secure financing to develop permanent affordable and supportive housing; housing will be developed in multiple phases as financing is secured.

The Salvation Army, Atlanta, GA (Orlando/Kissimmee)

Total Request: \$12,149,000*

Homeless Services: \$6,125,000

Funds will be used to expand operations at current center on Union Street for years 1-3 and enhanced operations at new service center for years 4-5.

Emergency Shelter: Will not provide accommodations for homeless in the manner suggested in the current RFP. Plans to fund emergency shelter for unhoused individuals through funds noted below in the financial assistance line item in the amount of \$363,000 over the contract period. Plans to use hotel/motel rooms for shelter but did not have a commitment for minimum units required.

Construct a new Emergency Service Center (No shelter on site): \$6,024,000

Permanent Housing Proposal Budget:

Phase 1- 120 units (12@30%AMI; 108@60%AMI)

Included plan to secure financing to develop permanent affordable and supportive housing; housing will be developed in multiple phases as financing is secured.

*\$9,600,000 plus an additional \$2,549,000 in funding is requested for the project. Proposal states additional funding is required from the City. During the presentation, it was stated that fundraising efforts would attempt to cover some of the needed funds.

NEXT STEPS:

The Committee was very thorough in their assessment and consideration of all proposals. They understood the complex and comprehensive approach necessary to meet the needs of the homeless and the fact that a one-size fits all approach will be difficult to ensure a sustainable solution for our community. When the RFP was issued, the City's goal was to provide funding to purchase and renovate a hotel/motel for non-congregate shelter and bridge housing. Due to changes in the market, the county's moratorium on hotel conversions, and escalating purchase prices, this option was not viable for many of the respondents. As a result, utilizing hotel rooms, in their current state, was proposed by two respondents as short-term and long-term emergency shelter options.

For the first time, the city has received a significant amount of funding with enough flexibility to develop a unique and sustainable solution to address the needs of the homeless. In response to the completed process and the committee's recommendation, staff is requesting Commission consideration of four options to determine the next steps in the process.

1) Select a proposal. The Commission may choose to reject the selection committee's recommendation and move forward with one of the three submissions. However, doing so may result in legal challenges since the procurement process for a project of this magnitude requires equitable consideration of the responses and conformance with the RFP's published criteria.

2) Reject all proposals, close the current process, and issue a new RFP with a revised approach towards providing these services.

3) Reject all proposals, close the current process, and then separate the components of the current RFP into multiple RFPs to be issued for each focus area. Separating the project might provide a better opportunity for the nonprofits and developers to focus on their areas of expertise in a proposal specific to the City's desired outcomes. For example, separate RFP's could be issued for:

A) Homeless shelter development and emergency services component; and

B) Affordable housing development component

4) Reject all proposals, close the current process, and direct staff to develop a plan for the City to pursue the development and construction of a city-owned shelter that we could contract with a non-profit to manage and operate. The affordable housing component would be addressed via a separate RFP process.

Recommendation

Acceptance of committee recommendation and Commission direction on next steps.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

1. Church and Community Assistance Program, INC..
2. Ability Housing, Inc Min.
3. The Salvation Army, A GA Corp (min)
4. CCAP Budget and Construction Proposal
5. Presentation Info_TSA
6. AbilityHousingRFP2021-007Presentation

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****
RFP

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City and the successful Respondent.

ACKNOWLEDGMENT OF ADDENDA NO.(S) RFP #2021-007 (IF APPLICABLE)

 (Signature)

____ We do not take exception to Specifications.
 (initial)

____ We take exception to Specifications as follows:
 (initial)

 (attach additional sheets, if necessary)

COMPANY NAME
 COMPANY ADDRESS

Church + Community Assistance Program, Inc
10 + 12 S Orlando Ave, Kissimmee, FL 34741

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

RESPONDENT ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.

PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: 
 (signature)

DATE: 10/10/2021

Danna M Camacho Executive Director
 (typed name/title of signer)

EMAIL: dannaccap2021@gmail.com

TELEPHONE NO.: (407) 520-8461

FAX NO.: (407) 750-6017

Church and Community Assistance Program, INC.
“Project Matthew Village”

Emergency Shelter/Bridge-Housing and Homeless Services
RFP #2021-007

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*Church and Community Assistance Program, INC.
"Project Matthew Village"*

**Emergency Shelter/Bridge-Housing and Homeless Services
RFP #2021-007**

October 15, 2021

COVER LETTER

Nonprofit Organization Name: **Church and Community Assistance Program, INC.**

Address: **10 S. ORLANDO AVE. KISSIMMEE, FL 34741**

Contact Person: **CAMACHO, DANNA M**

Telephone **(407)520-8461**

E-mail : **Dannaccap2021@gmail.com**

Fax: **(407) 750-6017**

Date Designated as 501(c)(3): **02/15/2017** Federal Identification Number: **54-2127730**

Name of Project: **Emergency Shelter/Bridge-Housing and Homeless Services RFP #2021-007**
City of Kissimmee

Church and Community Assistance Program requests \$9.6M for RFP #2021-007
Bridge Building Housing for the Homeless in Osceola County.

Mission

Matthew 25:35-40

“...for I was hungry and you gave Me food; I was thirsty and you gave Me drink; I was a stranger and you took Me in; I was naked and you clothed Me; I was sick and you visited Me; I was in prison and you came to Me.”

“Then the righteous will answer Him, saying, ‘Lord, when did we see You hungry and feed You, or thirsty and give You drink? When did we see You a stranger and take You in, or naked and clothe You? Or when did we see You sick, or in prison, and come to You?’ And the King will answer and say to them, ‘Assuredly, I say to you, inasmuch as you did it to one of the least of these My brethren, you did it to Me.’”

Our Mission is to aid and assist individuals and families to achieve self-sufficiency by supporting them with responsible, timely, reliable, and relevant resources. We connect people to the many Registered Partners that have united with us to provide altering and life-changing Case Management to everyone that we serve. Every person is IMPORTANT to us, and everyone is worthy of a stable home.

Our Objective is to bring a viable solution and end the growing trend of homelessness in our community. We plan to achieve this over the period of 36 months to 60 months. Through several programs leading to permanent housing. We are applying for option 1 and option 3 long term.

We plan in achieving our goals by the following methods:

- Persistent, coordinated, and creative outreach efforts
- Covering a full geographic area
- Sharing information across outreach teams and sites
- Partnering with Health Care for the Homeless
- Partnering with law enforcement
- Adopting a Housing First approach across their entire system to ensure that people with complex needs can exit homelessness as quickly as possible

The funding will leverage the success of the ability to execute the program in the procuring and development of facility to house the homeless through each phase.

* REQUEST FOR PROPOSAL *

CCAP

Executive Director Statement

Church and Community Assistance Inc. (CCAP) is a Nonprofit 501(c)3 Community Service Organization that provides community assistance to residents in Osceola County, Florida. The program's primary recipients are Hispanic/Latino (75%), Caribbean/Haitian (15%) and African American (10%). CCAP was founded in 1999 and Incorporated in 2004. Our Mission is to aid and assist individuals and families to achieve self-sufficiency by supporting them with responsible, timely, reliable, and relevant resources. We connect people to the many Registered Partners that have united with our Vision to provide altering and life-changing Case Management to each individual that we have the honor to serve. Every person is IMPORTANT, and everyone is worthy of living a healthy, safe, and stable life. Understanding the times we are currently living we know that reaching that goal sometimes is easier said than done. Our Center is faith based; however, everyone is welcomed, and no one is rejected. We believe that every person is loved by God, and we are called to serve all people.

I am Pastor Danna Camacho, Executive Director of Church and Community Assistance Program, INC. (CCAP). I am the Founder of "Project Matthew" which served the Osceola County Homeless Community for over 12 years. I served CCAP as a Partnering Nonprofit and I was a prior President and Board Member of CCAP. I was appointed Executive Director at the beginning of 2021, and I am honored to continue "Pressing Forward" as an advocate to those in need. I have worked on the streets and in the camps of our city for over 13 years. I know firsthand that Homelessness has different levels. Each level needs to be addressed with different strategies and expectations to have a positive outcome. I am proud to say that CCAP staff is at this very moment a Homeless mother of two that has not been able to receive actual assistance in any other facility. Not for a lack of submitting applications or knocking on doors, but for a lack of follow through from many organizations. This Mom is Homeless living from motel to motel, sleeping at times in her car. Losing her job because her daughter tried to take her own life and during their hospital stay, they find out that her daughter also had Covid. Our Center currently is staffed by four employees paid by Career Source and five full-time Volunteers who work 40 hours plus every week. Our staff is very

committed and dedicated to making a real difference in our community. Follow-through is very vital to us. People in need should not have to jump through so many hoops to get the care that they so desperately need. The current funding that maintains CCAP operating at full capacity has come from private donations and a few local grants. Therefore, I believe CCAP is the Organization fit for this Proposal of Emergency Shelter/Bridge-Housing and Homeless Services (RFP #2021-007). We have been great stewards of every penny received. Our on-site food pantry impacts 50 to 60 families per day. We are contracted with Second Harvest Food Bank as an official location for food distribution for Osceola County. This supplies us with food every week so that CCAP can continue serving our community and we have remained open during the entire Pandemic crisis.

Currently we identify those we place into temporary shelter (motels) after the individual is administered an Intake assessment that is performed with the goal of identifying the immediate need. The need within our community during this Pandemic has tripled the amount of people we serve. Keeping our shelves stocked has been quite a challenge. The need each day is greater due to the partial, and in some cases complete closing of several Local Food Banks, Community Service Centers, and agencies. CCAP has remained open, servicing in a responsible manner (face to face) individuals throughout this difficult time. CCAP also offers on-site Certified Mental Counseling (Broken Wings) and Pro Bono Legal Counseling (Attorney Sonimar Lozada). CCAP has an Access Coordinator that submits applications for Government Assistance, Food Stamps, Unemployment, and requests for Medical Insurance coverage. CCAP provides clothing, shoes, work boots, bus passes and school supplies as needed. Depending on the level of urgency certain items are requested via donation or in some cases purchased to fulfill the need. CCAP actively seeks sponsors within our community to cover the cost for Temporary Emergency Shelters (Motels) as needed for those displaced. On severely cold nights CCAP already has leased up to 56 Motel Rooms to house those people sleeping outdoors, in parks and in tents in the nearby woods. We have over 20 agencies that Partner with our Center that have created a diverse bank of resources to refer and connect individuals effectively to the agency that can provide them with what they need. We refer those individuals that qualify for Rental Assistance, Utility Assistance and Security Deposits for housing in order to expedite the process for them. Continuing with Post Case Management is vital, in order to maintain advancement and create new opportunities that develop new skills or a new vocation. Most of the people served at CCAP are poverty level low-income families, at risk of homelessness and unemployment. Many deal

with depression, domestic violence, drug and or alcohol abuse, suicidal thoughts, illness and even hunger. Affordable Housing is the main need of our community. However, unemployment and mental health issues are the main factors that enable families to qualify for available housing. Career Source has partnered with CCAP and those individuals' needing employment are being referred for Internships and Job opportunities.

CCAP facility has a conference room that is loaned to Local Agencies, Churches and other Nonprofits in order for them to gather for meetings and to use for temporary organizational space. The Red Cross has completed Intake Interviews recently with Hurricane Survivors that came from Louisiana seeking emergency assistance. Nuevo Sendero, a Domestic Violence Non-Profit, uses CCAP as a Safe Haven for Intervention and Intake purposes. Hot meals are cooked for the volunteers daily and any homeless person that may be around the facilities is fed. Supplies to prevent the spread of the Covid Virus, hand sanitizer, waterless hand soap and masks are offered to everyone to take home with them for free.

The success of CCAP in implementing quality programs is based on the ability to have an adequate location where the Homeless can be housed, restored for employment, reunited with family, or just get an education and create skills that will guarantee them the ability to sustain themselves and stay off the streets. Choosing CCAP, we can continue to work on-site with those that are being impacted. Having an actual place to house them all according to their specific needs and diverse situation. Our goal is to continue in collaboration with the Registered Partners we have in our bank of resources, and we would add even more local agencies that can assist providing mental evaluations, detox, medications and any other clinical recommendation. Through collaborating we can work with disabilities and refer to agencies that can assist with Veterans and any other person or family that currently are experiencing homelessness.

Our community partnerships with other organizations serving families training volunteers, assist with their time and expertise. CCAP operates with minimum staff and management expenses to dedicate the maximum number of resources to provide direct services to the community. A group of volunteers from the business, community leaders, and clergy all donate time on a weekly basis to procure the success of the program. An additional group of professionals and business owners also assists in providing

a positive image for those in need. We want to empower those accepting to be housed with the tools they will need to continue to move forward as they will understand that this program is not a shelter for an indefinite stay. As we address the needs that keep them Homeless, we restore their own ability to become self-sufficient and achieve being housed permanently. CCAP refers individuals to the Council on Aging Rental assistance program. We assist individuals in getting employment and after four pay stubs are received, they are referred for Rental assistance for permanent Housing possibilities. This program of rental assistance can help provide the funds to move into an apartment or a house, including security deposit and utility deposits.

CCAP seeks to build on the 18 acres of land on Harrelson Lane in Kissimmee because it is a great opportunity to house different people with sufficient space between the different Phases of Impact. To build a Central Hub where there is adequate space to address all the obstacles and hurdles those that have experienced homelessness have encountered. A place where new vocations are taught, counseling can be had, day care and after school care programs are provided. Even a place where hot meals can be prepared and shared. Having all of the services that CCAP currently has available in its facilities will benefit the community. On-site Food Pantry, clothing, shoes, boots etc. will facilitate immediate relief to those living in the community. Hiring 24-hour Security Service for this new development is a must have and is within the budget (see attachment for budget) in order to create a safe and secure place for everyone entering the community and this will avoid loitering and incompliance. 24/7/365 security service and a few on-site employees including an after hours, on call Mental Health Counselor will add to the security and success of the program.

There are many programs that will help transitioning individuals experiencing homelessness that can help them develop themselves in new areas. For example, the daily meals prepared in the Central Hub will be prepared by a Chef that will teach and equip the volunteers (Residents of the Community will be required to participate) with cooking skills and household budgeting and grocery shopping skills to all the residents in the community. This empowers those that do not know how to cook and teaches basic budgeting skills that will help create good stewardship of their finances. By creating diverse life lesson classes that every resident is required to complete, they will develop new skills that will be needed to be successful in their new environment. If a resident has a pet that has been approved to be on the property, then they will have to also take pet care classes in order to allow their pet to

remain with them. All these opportunities help to develop a pathway towards permanent housing, income, healthcare, and stability through continued care services. As we complete the different phases of construction and implement the program and begin to grow, CCAP can seek federal and state grants and funding for the long-term success of the program. CCAP will provide comprehensive wraparound services including a range of interventions to meet the various and complex needs of individuals and families in order to permanently end an individual's homeless status. Provide responsive case management with engagement in coordinated entry and the regional Continuum of Care to ensure the streamlined access to care and effective coordination of resources.

Church and Community Assistance Program, INC.
"Project Matthew Village"

Emergency Shelter/Bridge-Housing and Homeless Services
RFP #2021-007

Needs Statement

Church and Community Assistance Program, INC.(CCAP) is a one-stop facility for any individual and or family that is in need. During the Intake Process an assessment is performed with the goal of identifying the immediate need. Currently our on-site Food Bank provides groceries for 50-60 families per day. The need within our community during this Pandemic has tripled the amount of people we serve. Keeping our shelves stocked has been quite a challenge. The need each day is greater due to the partial and in some cases complete closing of several Local Food Banks, Community Service Centers and agencies. CCAP has remained open, servicing in a responsible manner (face to face) individuals throughout this difficult time. CCAP also offers on-site Certified Mental Counseling (Broken Wings) and Pro Bono Legal Counseling (Attorney Sonimar Lozada). CCAP has an Access Coordinator that submits applications for Government Assistance, Food Stamps, Unemployment, and requests for Medical Insurance coverage. CCAP provides clothing, shoes, work boots, bus passes and school supplies as needed. Depending on the level of urgency certain items are requested via donation or in some cases purchased to fulfill the need. CCAP actively seeks sponsors within our community to cover the cost for Temporary Emergency Shelters (Motels) as needed for those displaced. On severely cold nights CCAP leases Motel Rooms to house those people sleeping outdoors, in parks and in tents in the nearby woods. At CCAP we have Volunteers that are currently homeless, working at our facilities receiving diverse assistance with the hopes of being housed. We have over 20 agencies that Partner with our Center that have created a diverse bank of resources to refer and connect individuals effectively to the agency that can provide them with what they need. We refer those individuals that qualify for Rental Assistance, Utility Assistance and Security Deposits in order to expedite the process for housing possibilities. Continuing with Case Management is vital, to maintain advancement and create new opportunities to learn new skills or a new vocation. Most of the people served at CCAP are poverty level low-income families, at risk of homelessness and unemployment. Affordable Housing is the main need of our community. However, unemployment is the factor that enables families to qualify for available housing. Career Source has partnered with CCAP and individuals are being referred for Internships and Job opportunities.

CCAP facilities are also borrowed by Local Agencies, Churches, and other Nonprofits in order to gather for meetings and to use for organizational space. The Red Cross has done Intake Interviews for Hurricane Survivors that came from Louisiana seeking assistance. Nuevo Sendero, a Domestic Violence Non-Profit, uses CCAP as a Safe Haven for Intervention and Intake purposes. Hot meals are cooked for the volunteers daily and any homeless person that may be around the facilities is fed. Supplies to prevent the spread of the Covid Virus, hand sanitizer, waterless hand soap and masks are given for free.

*** REQUEST FOR PROPOSAL ***

The CITY OF KISSIMMEE is seeking **SEALED PROPOSALS** on the following:
EMERGENCY SHELTER/BRIDGE-HOUSING AND HOMELESS SERVICES
 Request for Proposal Number **RFP #2021-007**

PROJECT SUMMARY

This Request for Proposal, hereinafter “RFP” is being issued by the City of Kissimmee, “City” to solicit proposals from qualified firms, agencies, project teams or individuals, hereinafter referred to as “Respondents” to provide housing focusing on emergency, low barrier, non-congregate shelter; bridge housing; and homeless support services. In an already stressed social service system, the impacts of COVID-19 have presented a much greater need to assist those who are unsheltered.

In response to these unprecedented times and the increased pressures on our homeless population, the City is requesting proposals for a homeless shelter operator to do the following: secure, manage and operate a 24/7/365 emergency housing focused non-congregate shelter; provide comprehensive wraparound support services, and progressively move residents to permanent stable housing with the greatest levels of self-sufficiency.

The intent of this project is to provide housing focused emergency shelter and support services to persons experiencing homelessness. This project must work to ensure that people do not see the shelter as a place to stay indefinitely and ensure stays are short-term with a rapid return to permanent housing, while meeting other basic needs. The goal of this approach is to assist our community in transforming decentralized homeless services into a crisis response system that rapidly returns people who experience homelessness to stable housing and self-sufficiency.

The desired proposal will present a program designed 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. This project's overarching goal is to align with the national best practices of [Housing First](#) and deploy services needed to ensure homelessness in our community is rare, brief, and non-recurring.

PROJECT DESCRIPTION AND OVERVIEW:

This project seeks to provide temporary, hotel/motel-based or other suitable emergency non-congregate shelter and support services to individuals experiencing homelessness. This shelter program will also provide cold night and extreme weather shelter options and supports for the most vulnerable in our community.

The initial activation of this program 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 and/or respond to their homelessness through proven principles and practices in a housing focused program. It is imperative that Respondents include bridge housing in their plan to ensure residents are prepared for the next phase of housing stability. The successful proposal will demonstrate competencies in best practices and client outcomes for this target population, ensure health and safety for clients, and demonstrate ethical and responsible practices to move clients from homelessness to permanent housing quickly.

The ideal program will have the capacity to maintain a minimum of 50 non-congregate units to house and provide services to unsheltered individuals and families. The number of units may be scaled down annually as the exits to housing increase and the number of unsheltered individuals are reduced.

The Respondent is expected to operate the site in a manner that does not impact the surrounding area and implement procedures to prevent loitering in the vicinity. The resulting homeless shelter will help individuals experiencing homelessness opportunities to develop a pathway towards permanent housing, income, healthcare, and stability through continued care services.

FUNDING AVAILABILITY:

Funding for this project will be a combination of Federal, State and Local funding sources. Funds may be renewed annually, depending on the availability of grant funding, allocation of funds in the budget, successful performance of contract obligations, and compliance with City program objectives. Contracts arising from this RFP are subject to funding and all identified funding sources are subject to timelines established through the funding entity. All timeframes for expending funds will be outlined in the funding agreement with the selected respondent. Experience with federal and state grant funding is critical to the long-term success of this program.

It is intended for the services contained within this RFP to commence upon contract execution during the 2021-2022 fiscal year with a funding commitment for additional one (1) year terms, for a total term not to exceed five (5) years.

The contract may be renewed annually through September 30, 2026 based on revenue availability, respondent performance and/or need. Respondents will be required to comply with requirements for grant sources issued as part of this RFP. Funding listed in this RFP will be available for a period of 5 years.

The available budget for this proposed project is \$9.6M. These funds can be expended for capital improvements or operational expenses. The amount of the award will be based on the proposed project and funds requested to achieve the outcomes necessary to address the needs of the homeless in our community.

The amount of funding made available to the selected respondent will be based on the level of investment made in capital improvements. A detailed budget for operating expenses and

services necessary to operate the program over a 5-year timeframe will be used to determine the annual funding amount that will be allocated to the selected proposal.

Funding Sources are as follows:

Corona Virus (CDBG-CV) Funds and HOME Partnership, CDBG, and NSP: \$2,400,000 based on project location.

Coronavirus Local Fiscal Recovery Funds: \$7,200,000

Land for new construction: City owned 18 acre property is available for a project that includes the development of a shelter, bridge housing and multifamily affordable/workforce units on the site.

Property Information:

Address: 1401 Harrelson Lane, Kissimmee, FL 34741

Parcel 1 (3.96 Acres)

Parcel Identification Number: 28- 25-29-1070-0001-0020

Legal Description: W. C. S Bass ADDN PB 1 PG 061 LOT 2, 5, 6, 7, & 8 LESS A 40 FOOT TRI IN N W COR LOT 2 FOR RD EASMENT LESS RD R/W LESS PLAT KISSIMMEE H.O.M.E PB 17 PG 155

Parcel 2 (10.01 Acres)

Parcel Identification Number: 28-25-29-1577-0006-0010

Legal Description: LAKE SHORE ADD PB 1 PG 098 BLK 6 E 731.95FT

Parcel 3 (4.97 Acres)

Parcel Identification Number: 28-25-29-1577-0006-0015

Legal Description: LAKE SHORE ADD PB 1 PG 098 BLK 6 BEG NW COR BLK 6, RUN S 526.54 FT, W TO ELY R/W LINE OF S CL RR, N 58 DEG E ALONG RR R/W 993.63 FT TO POB ORD #1891

- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, eight (8) copies and (1) electronic copy on Flash Drive. Proposals must be in binders and sections separated with dividers.

- III. All respondents must attend the Mandatory Pre-Bid Meeting on September 7, 2021 at 2pm by video conferencing through Zoom below.

When: Sep 7, 2021 02:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

https://us02web.zoom.us/meeting/register/tZEIc--gqz8jH9MabvX_btEGAaZsCElyzNIZ

After registering, you will receive a confirmation email containing information about joining the meeting.

- IV. To be considered proposals MUST be delivered OR mailed to:

RFP #2021-007 - Church and Community Assistance Program, INC.

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before October 15, 2021, at 2:00 p.m.

- V. All proposals shall be opened and read publicly thru a video Platform on October 15, 2021 at 2:00 p.m.
- VI. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VII. The Proposal's name and address shall be clearly shown on the exterior of the sealed envelope.
- VIII. The City reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a selfaddressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

1.0 SCOPE OF SERVICES:

PART A. Hotel/Motel or Other Suitable Housing Site Options:

The City is ready to partner with the selected respondent to provide the following options to increase non-congregate shelter rooms within Osceola County. The acquisition of a hotel, residential single-room occupancy hotel, and other multi-unit housing sites are allowable. Respondent may select one of the options and provide a plan on how emergency non-congregate shelter operation services would be offered based on one of the options detailed herein in Section I 24/7/365 Emergency Non-Congregate Shelter Operation Services.

If the Respondent 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.

Option 1)

Respondent will secure a hotel/motel site or other suitable housing option to be used for the project. The proposed property must add to the existing capacity of shelter units and cannot be an existing site unless new units will be added in response to this RFP. Financial incentives to assist with the cost of purchasing and/or renovating a site will be made available to the selected respondent in accordance with grant funding listed above. All site improvements must meet funding source(s) regulations, City of Kissimmee multifamily development standards, and best practices for hotel/motel conversions and facility design.

Respondent must submit a conversion plan that details the ability to convert a portion of the units from shelter to permanent housing after 18-24 months.

Option 2)

City will secure a hotel/motel in which the Respondent would have full access to the premises and serve as the program/project operator. Details regarding the development of an operating agreement would be negotiated with the selected Respondent.

Option 3)

The City, in partnership with Toho Water Authority, will make up to 18 acres of developable land available for a comprehensive and wholistic approach to developing a solution for homelessness and housing needs in Osceola County. The property is located off Harrelson Lane, adjacent to Helping Other Make the Effort, a residential bridge housing and homeless services residential program. All proposals based on the development of this site must include a plan for all components of this RFP including but not limited to emergency shelter, bridge housing, affordable/workforce housing and comprehensive services to address the needs homeless services.

The Respondent shall be responsible for all new construction or facility improvements, including preparing architectural, structural, and engineering drawings, obtaining building and

utility permits from the appropriate jurisdiction, constructing the physical improvements, and ongoing building maintenance.

All proposals should include in their response a funding plan outlining the estimated cost of acquiring or leasing the proposed facility, the cost of constructing all improvements necessary for the property and building to accommodate the shelter use, and the source of funds for on-going operations. In particular, respondents should note in their funding plan if the City is proposed to be a funding partner, and, if so, to what extent and for which components of the project.

PART B. 24/7/365 EMERGENCY NON-CONGREGATE SHELTER OPERATION SERVICES

SECTION I: Operation and Site Management of Emergency Shelter and Bridge-Housing to End the Unsheltered Status of Individuals and Families at either a facility owned/leased by respondent or a property to be owned by the City.

- 1) Plan to operate a 24/7/365 accessible emergency intervention location for individuals or families within Osceola County experiencing chronic or episodic homelessness; Number of participants served will vary by size of proposed site, but each proposal should accommodate a sufficient number of rooms to meet the current needs and anticipated future demands. Respondents are expected to review the data sources provided that demonstrate a need for services. Describe how your proposal will respond to the need demonstrated by the data provided <https://www.cfch.org/what-we-do/research/>. Respondents may propose to serve people through subcontracts with multiple smaller sites. Any subcontracts must be documented and included with the proposal.

Respondents must respond to and include the following:

- A. Plan for all site control will include but is not limited to: Site management and the coordination of site facilities, safety within the site, regular engagement and relationship building with site participants and oversight of the day-to-day operations to include: a) 24/7/365 staffing and all-inclusive property management; b) Maintenance of the site's facilities and services; c) Ensure all building infrastructure is adequately maintained and in working order.
- A. A dispatcher will be available for tenants 24/7/365. If an emergency arises, we dispatch a repair technician at any time, late night or weekends included. Maintenance Crew will be responsible for all on site needs and assure that the infrastructure is up to standards and maintained in always working order.

- B. Plan for client referral and intake for temporary housing and on-site coordinated service delivery to participants.
- B. Facility maintenance staff makes sure that the operations run smoothly in all areas inside or around a building.
- C. Plan for meals and/ or site renovation to accommodate food services to shelter participants. This may include options for kitchenettes or food prep and cooking space within the units.
- C. In the rebushing of the hotel kitchenette, refrigerators and sinks will be added to each room or updated as per the needs.

D. Plan for meeting low barrier parameters in a manner that is most accessible to persons experiencing homelessness who are otherwise disengaged from services due to issues with pets, self-identified family structures, personal property storage, and mail collection.

D. Our Low Barrier Shelter provides specialized support services for people living with mental illness, addictions, and other challenges. Shelter programs will operate from a low barrier perspective—meaning that we do not require that people be sober, compliant with mental health or addiction treatment plans, or agree to participate in programs to receive services and housing support from us. Instead, we welcome them to a community of people experiencing similar challenges meeting them where they are at.

The homeless are not homogenous. By offering a variety of housing and support options, the Shelter can ensure that appropriate, supportive environments are available to all clients. The Shelter programs will include emergency housing, Bridge housing, long term housing, outreach programs, food services and community living support.

E. Plan to address needs of homeless individuals not ideal for the shelter site and /or mixed populations.

E. Through our intake process there will be extensive questionnaire that will assure that the residents don't have criminal records that would put others in harm or danger and regardless of their conditions we will allocate accordingly.

2) Respondents must outline the proposed Bridge-Housing program components to include:

A. Description of the clients/population that will be served

- Osceola 12 month look back---
10/01/2020-09/30/2021
Single Adult- reported to have come in-- 3863 -Reported to have gone Out—3734. Breakdown Domestic Violence 582; Chronically 939; Disabilities 2159; No Income 2049; and Veterans 604
- **All-** reported to have come in-- 665 -Reported to have gone Out—572

RFP #2021-007 - Church and Community Assistance Program, INC.

Breakdown Domestic Violence 202; Chronically 68; Disabilities 216; No Income 288; and Veterans 72

- **Household with Children-** reported to have come in-- 412-Reported to have gone Out—371. Breakdown Domestic Violence 173; Chronically 21; Disabilities 77; No Income 177; and Veterans 4

****Please the metric charts Indicating that validate these stats***

B. Description of how clients will be deemed eligible and selected for service(s)

B.-In Following the approach of Housing First Model—with their permission we will adopt the same:

- Are applicants allowed to enter the program without income?
- Are applicants allowed to enter the program even if they aren't "clean and sober" or "treatment compliant"?
- Are applicants allowed to enter the program even if they have criminal justice system involvement?
- Are service and treatment plans voluntary, such that tenants cannot be evicted for not following through?

The goal is not simply to get people off the streets but to provide a comprehensive array of supports that assist people in achieving stability which allows them to move forward with their lives. By providing housing and support in a client-centred environment, the Shelter engages clients to create an atmosphere of trust where opportunities for change can be discovered.

C. Outline of how clients will be prioritized for referral to available permanent housing within the Osceola County region and COC FL—507 Continuum of Care.

Clients will be referred to the Coordinated Entry System (CES). CES is a person-centered process that through a data-driven process streamlines access to the most appropriate housing intervention for each individual or family experiencing homelessness. Prioritizes clients based upon greatest need, allowing for more efficient use of community resources.

D. Types of services to be offered related to connecting clients to permanent housing
Clients will be prioritized according to the greatest need, allowing for more efficient use of community resources. Help with rent, utilities, family reunification and creative housing

E. Who will provide the service(s) to include agency staff, subcontractors, and community partners **COUNSELOR # 1 FREDERICKA WILFONG**

F. Define anticipated sources and coordination of housing units necessary to quickly

transition clients from the shelter facility to independent living

By working closely with Landlords and affordable housing developments

People experiencing homelessness can be connected to permanent housing, with few to no treatment preconditions, behavioral contingencies, or other barriers.

There is overwhelming evidence that people experiencing homelessness can achieve stability in permanent housing if provided with the appropriate level of services.

SECTION II- Comprehensive Support Services for the Unsheltered

Required Supportive Services and Activities must be provided on-site and must be available for the duration of an individual's stay on the premises. Each participant must be individually assessed for the types and intensity of services needed. Respondents must include a plan for services that illustrates how a program moves an individual/family from homelessness to permanent housing. Quality programs should rapidly rehouse participants, help individuals and families exit homelessness as quickly as possible, help them obtain permanent housing, and achieve long-term housing stability, without preconditions (such as employment, income, absence of criminal record, or sobriety). All resources and services provided should be tailored to the unique needs of each household. Respondent will provide services to address the needs of people who are experiencing chronic or episodic homelessness by:

- (1) engaging individuals and families who are unhoused or living in places not meant for human habitation;
- (2) improving access to the number and quality of emergency non-congregate shelter units for individuals and families living in places not meant for human habitation;
- (3) managing 24/7/365 operations of the acquired/developed and designated shelter location;
- (4) providing essential services to unsheltered and sheltered residents to improve self-sufficiency and housing stability;
- (5) rapidly re-housing shelter individuals and families to permanent housing, and
- (6) providing prevention and diversion services to further prevent families and individuals from entering the homeless system.

A. Street Outreach/ Point of Contact Liaison/ Community HUB

Provide Street Outreach Services to the unsheltered in Osceola County. Respondents should specify numbers and qualifications of outreach personnel, number of street outreach hours per week, number of clients who will become housing document ready within specified timeframe, and experience with HMIS, Coordinated Entry Assessment/Navigation and the local Homeless Continuum of Care. Must also document ability to coordinate and deploy crisis strike teams for engagement in camps, hotspots, and during extreme weather events such as cold nights, heat waves, natural

disasters, in order to provide safe temporary shelter to individuals and families experiencing homelessness. Respondent will also serve as the crisis intervention liaison between the homeless, the City and local law enforcement agencies.

Helping people out of homelessness and into safe shelter. The program will promote efforts by building relationships between the homeless and the street outreach workers.

Our goal is to provide street-based services to the homeless, who have been subjected to, or are at risk of being subjected to, sexual abuse, prostitution, sexual exploitation. Building relationships between the homeless in the street and preparing them for independence.

Services

Street outreach programs provide services directly or by collaborating with other agencies. Street outreach programs work closely with other organizations to protect and treat homeless people who are homeless and are on the street. Street outreach services include:

- Street-based education and outreach
- Access to emergency shelter
- Survival aid
- Individual assessments
- Trauma-informed treatment and counseling
- Prevention and education activities (alcohol and drug abuse; sexual exploitation; sexually transmitted infections, including HIV; and physical and sexual assault)
- Information and referrals
- Crisis intervention
- Follow-up support

B. Comprehensive Case Management

Provide comprehensive wraparound services including a range of interventions to meet the various and complex needs of individuals and families in order to permanently end an individual's homeless status. Provide responsive case management with engagement in coordinated entry and the regional Continuum of Care to ensure the streamlined access to care and effective coordination of resources. Responsible for engaging individuals onsite and remotely to link clients to additional services/programs including connection to public benefit programs, income stabilization, health services integration, mental health and drug treatment services, housing counseling, education/job training and employment opportunities. Must be able to clearly document partner agency relationships through MOU or MOA that directly align with the goals of the proposal and manage the referral services and programs. CCAP'S individualized

wrap-around plan will reflect the needs of the individuals or families, rather than availability of services. The wrap-around approach is designed for people/families with complex needs that experience more than one barrier to remaining housed. Individual evaluation will allow us to create a specific program for the family or individuals.

C. Education, Training and Employment Programs

Operate and/or coordinate with a work readiness employment program for current and formerly homeless people. Proposal must specify numbers to be served in bid and must include the following elements: a) Provide counseling to assist participants in developing basic job readiness skills, resumes, financial counseling, education, training, legal assistance etc. b) Assist participants with connections to mainstream employers through documented local employer agreements; c) Ensure low barrier program requirements with a focus on development of work skills through education, training and work readiness development programs; d) Provide support, resources and/or flexible funds to meet initial transportation, wardrobe and work supply needs; and post-program employment to permanent placement.

To aid in this effort, the City is interested in developing a temporary labor and/or apprentice program for program participants to assist in workforce development and community engagement during the course of participation in the program.

C. This program helps anyone who is homeless.

Description:

We offer job and placement through Employ Florida to enhance job-readiness skills. The goal of the program is job placement and long-term job retention.

This program provides:

- Training in emotional intelligence, workplace skills, and job acquisition
- Opportunities for internship placement
- Follow-up services once employment is obtained
- Rapid Employment for eligible participants

GENERAL REQUIREMENTS:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the Respondent's acknowledgement that it is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless specifically identified and explained as exceptions on the Respondent's schedule. Each Respondent is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or

otherwise reproduced signatures are not acceptable. Erasures or other changes must be initiated by the person signing the proposal. Respondent should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the Respondent's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 COST

The budget for each service being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the service or program. A total for each line item in the budget will be entered on the Proposal Schedule.

1.4 DEFAULT

Should the successful Respondent for any award made as a result of this solicitation fail to deliver a service in accordance with the specifications contained herein and within the time frame promised, the City reserves the right to cancel the contract for default and to award this contract to the next most qualified respondent. The Respondent in default may be held liable for any added costs to the City incurred as a result of such action.

1.5 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.6 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: costs; quality of services offered; compliance with federal, state, and local regulations; ability to deliver proposed services; reputation of the Respondent; previous contract's; proximity of services; compatibility with similar existing services; and any other factors detailed in the solicitation. Award will be made to the best qualified and responsible Respondent complying with the provisions of the RFP, provided that such award is in the best interests of the City.

The City reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line-item basis; and accept the proposal which in its judgment, best services the interest

of the City. Respondents are cautioned that no communication with any City employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Manager. Proposal awards will be posted in the Purchasing Office after Commission Approval. Respondents are responsible for following up on the status of any proposal. The City will only notify successful Respondent(s).

1.7 BILLING AND PAYMENT

The City will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice, 2 copies of the invoice must be submitted to the City Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Respondent's FEID Number, the purchase order number and be based on proper delivery of services to and accepted by the City. The payment cycle will not start until all the above requirements are met.

1.8 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued, the City will provide such addenda to all Respondents who have been furnished proposal packages. However, it shall be the Respondent's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.9 RESPONDENT'S CERTIFICATION

By signature on this proposal, Respondent certifies or in the case of a joint proposal each party certifies that:

- A. They have not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this proposal.
- B. That the Respondent has not divulged or discussed his offer with other Respondents.
- C. Prices offered have been determined independently without collusion with other Respondent for the purpose of restricting competition.
- D. No attempt has been made to induce any potential Respondent to submit or decline to submit an offer in response to this solicitation.

1.10 "NO PROPOSAL" RESPONSE

Respondents electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.11 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Respondent.

1.12 CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Respondents, including their affiliates, agents, or representatives are prohibited from any and all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials.

Any Respondent who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Coordinator;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for emergency situations; and
- Respondents already in contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.13 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Respondent shall indemnify and hold harmless the City from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Respondent shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Respondent shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Respondent; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Respondent shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Respondent shall act, at his discretion, to prevent threatened damage, injury or loss.

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to **dluke@kissimmee.gov** not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.3 No minor children are permitted to accompany Respondents during pre-proposal conferences, proposal opening or site tour.

2.4 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, proposals currently available, and tabulation sheets are available online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.5 INSURANCE PROVISIONS: The successful Respondent will have in force the following minimal insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

The City reserves the right to alter the following minimum insurance requirements depending on the project / programs scope and extent of the partnership with the City. Such specifications will be detailed in the contract between the City and the Respondent.

A) Workers' Compensation: Respondent will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: Respondent will provide for all operations including, but not limited to Contractual, and Products and Completed Operations.
The limits will be not less than \$1,000,000.00.

C) Comprehensive Automobile Liability: Respondent will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: Respondent will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.6 BOND REQUIREMENTS: This bid requires the following bonds:

- A. 5% bid bond issued by a surety licensed to do business in the state of Florida submitted with the bid.
- B. 100% Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work.

2.7 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.8 MANDATORY PRE-BID: A Mandatory pre-bid meeting is scheduled for September 7, 2021 at 2:00pm. All respondents are required to attend and should be prepared to address any questions at that time. Deadline for questions is September 10, 2021, an addendum if needed will be sent out to all Respondents not later than September 14, 2021.

Bids received from Respondents not attending this meeting will be considered non-responsive.

2.9 REFERENCES: All submittals must include **with the bid** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be pertaining to Respondent's previous provision of services similar in size and scope to the requirements of this bid.

2.10 POST AWARD CONFERENCE: The selected Respondent will meet with the City's representative within 10 calendar days after issuance of a notice to proceed for the purpose of providing proof of insurance and performance bonds.

2.11 IMPACT FEES AND PERMIT FEES:

Respondent is responsible for all required permits and inspections and pays all applicable fees.

2.12 FEES AND LICENSURE COST: This bid requires the following inclusion of all fees/licensure necessary to perform services contained with this RFP; proof of a valid Business Tax Receipt from the jurisdiction of the Respondent's place of business.

2.13 TERMS – The contract for services will be for a term of one (1) year, with annual renewals up to five (5) years total.

2.14 CONTRACT: The contract defining the scope of work and deliverables as specified in the RFP will be negotiated with the selected Respondent.

3.0 REQUIRED PROPOSAL ELEMENTS AND FORMAT

3.1 Transmittal Letter/ Schedule of Offers

3.2 Organization Introduction

In response to this RFP, the Respondent must be a qualified business entity, organization or agency. Describe the basic organization and management structure of the respondent and any subcontractors. Briefly describe the project responsibility of each team member.

This section must include incorporation, IRS filing status, mission and history. Must also list addresses, telephone numbers and areas of expertise of each.

3.3. Relevant Experience

a. Describe the experience of the Respondent and any subcontractors performing activities similar to those proposed in this RFP including a brief description of work performed and outcomes. If the scope of work proposed is new to the organization, please describe relevant experience that will allow you to perform the scope of work successfully.

Please see attachment of the Staff

b. Describe your agency's current and recent past collaborations and coordinated efforts with other nonprofits, with faith-based organizations, jurisdictions, and other community stakeholders. We currently collaborate with the Council on Aging, Career Source, Jobs Partnership, Department of Children and Families, Second Harvest, Mustard Seed, Women Encouraging Women I am My Sister's Keeper, Nuevo Sendero Domestic Violence, Claritas House Street Ministry, P2 Prison Ministry, Broken Wings, Beyond Pregnancy, SLR Legal Services & Advocacy, Help Now of Osceola, Give Ministry, Changing Lives Ministry, Changing Lives Academy, Iglesia Cristiana Vida Eterna, Insurance State Wide Providers, TRACK Center After School Program, Florida Blue, Med Florida Medical Centers, Fuente de Agua Viva Poinciana, Iglesia Llevando Luz a las Naciones, The Power of God International Ministry, Inc., Code Blue Ministry, Orlando World Outreach Center, Pastor Tim Johnson, Dr. Patel Medical Center and many other Local Churches and private businesses.

3.4. Project Approach and Organization

- a. Describe your organization's hotel/motel or suitable emergency shelter program design for individuals who are experiencing homeless. Currently we provide a safe shelter (Partner Motel) that temporarily gets them off the street and it provides us time to process case management opportunities.
- Include your plan on how you plan to operate the program in alignment with the scope of work.
 - Include your plan for mitigating the risk of exposure and complications from COVID-19.

Communicate clearly with staff and clients.

- *Promote COVID-19 vaccination among staff and clients.*
- *Use health messages and materials developed by credible public health sources, such as your local and state public health departments or the Centers for Disease Control and Prevention (CDC).*
- *Post signs at entrances and in strategic places providing instruction on hand washing, cough etiquette, mask wearing, and physical distancing.*
- *Provide educational materials about COVID-19 for non-English speakers or hearing impaired individuals, as needed.*
- *Keep staff and clients up to date on changes in facility procedures.*
- *Ensure communication with clients and key partners about changes in program policies and/or changes in physical location.*

Have supplies on hand for staff, volunteers, and those you serve, such as:

- Soap
- Hand sanitizers that contain at least 60% alcohol
- Tissues

- Trash baskets
- Masks
- Cleaning supplies
- Personal protective equipment (PPE), as needed by staff

- Please specify which activities will be supported with in-house resources and which will utilize outside service providers or collaborations.

In-house we will do the intake form, assess what has caused this person to be homeless, create a work plan that will assist in the restoration of the individual to return to society with a job placement and skill development, we will also provide the proper attire, a warm meal, and a safe place to stay.

B. Provide a summary of the proposed services to be provided.

- Include a description of how you plan to engage with the target population, prioritization for Osceola residents, the number of participants to be served, proposed staffing structure and timeline for hiring/training/deployment, proposed service delivery mechanisms and roles of the lead Respondent and any proposed subcontractors, partners and / or service providers.

b. We have over 20 agencies that Partner with our Center that have created a diverse bank of resources to refer and connect individuals effectively to the agency that can provide them with what they need. (See Attachment of Logos provided by Partnering Resources and Agencies).

c. Provide proposed outcomes for the project.

- Include the case management model or best practices that will be used to support participants in entering permanent housing as quickly as possible, improving exits to housing, reducing lengths of stay, and reducing returns to homelessness.
- Detail activities/programs that will support participants in completing housing and income goals to become as self-sufficient as possible.

Education, skill development, on the job training, community service to the center,

- Include sample outcomes reporting on a similar project.
- Describe your agency's quality assurance practices and how outcome goals described in the scope of work will be achieved.
- Detail how you will ensure data entry and data quality expectations are met.
- Describe your current participation in HMIS and your local COC.
- Detail the plan of action to conduct outcomes follow-up after participants have exited the program.

D. Outline a complete estimated timeline of proposed activities including hiring of staff, training, securing service providers, and supplies, development of policies and procedures, an implementation start date. Include sample job descriptions for staff to be hired and/or resumes for current staff who will be involved in the project.

d. Most of the staff already work at the Center, many donate their time and are In-Kind Volunteers, therefore, they already know the task at hand and understand the Mission.

e. Describe how you intend to interface with City staff and the community.

We will interface with City Staff by phone, email or Zoom.

f. Describe how the proposed scope of work will address (or advance) issues of racial disparities and equity among the proposed population, to include data collection/analysis, partnerships, and direct input from those to benefit from the services. <https://www.hudexchange.info/homelessness-assistance/racial-equity/#covid-19>

*All responses to this section must include a detailed plan that documents the strategies or approaches used to move clients from homelessness to self-sufficiency.

3.5. Budget

a. Provide a copy of your organization's budget. Respondents must submit organizational information for each entity that will be represented in an agreement. Include the systems in place to manage financial accounting and ensure adequate oversight and management of fiscal systems. Include a description of the agency's current (or future) capacity to collect data in a timely manner, ensure data quality, report data, and analyze data. (See attached Budget)

b. Provide a full program services budget, which shows the full cost of operating the shelter program, bridge housing and support services programs for a period of 12 months and a proposed budget 4 additional program years. (See attached Budget)

The budget narrative, must include:

- i. A listing of staff, including titles, salaries and benefits, the specific duties of each staff person as it relates to the budget and the methodology for determining the amount of FTE charged to the program budget for each staff person. (Proposed salaries must be capped at 25% for the project).
- ii. A general explanation/justification of all non-staff related program expenses.
- iii. A listing of all proposed operating expenses.
- iv. A listing, including amounts, of all other non-City funding beyond that provided by the City that will be contributed to the project.
- v. A listing of any in-kind contributions committed to the project.

- vi. A pro forma for any project requesting city funding to purchase an existing site or construct a new project.
 - vii. Any other clarification needed for the budget provided.
- c. Provide a financial audit for the past three (3) years. (See attached 990 Forms)

4.0. EVALUATION OF PROPOSALS

The following sample of criteria and the points for each criterion, for a total of 100 points, may be used in evaluating and rating the proposals:

1) Relevant Experience 30 points

- Demonstrates ability to secure resources necessary to successfully manage and operate a 24/7/365 emergency, low barrier shelter or housing program.
- Previous experience in providing intervention, outreach, navigation, comprehensive case management and stabilization services to individuals/families who are homeless or at risk of homelessness. Include previous experience utilizing Coordinated Entry, Homeless Management Information System (HMIS) and performance outcomes achieved.
- Experience and ability to work with the Continuum of Care (CoC), local providers, community groups, and other stakeholders.
- Demonstrates ability to secure appropriate housing and move families into housing quickly and safely.
- Demonstrates ability to appropriately match clients and housing type to ensure long term housing stability after exit.
- Demonstrated ability to construct, renovate and manage properties.

2) Organizational Qualifications..... 15 points

- Current workload, qualifications of staff and available resources for the project.
- Demonstrates ability to develop project and deploy program under a realistic timeframe.
- Financial capacity to complete all project components as proposed.
- Ability to leverage local funding to ensure long-term sustainability of the project.
- Feasibility and cost effectiveness of program and operating budgets.

3) Project Approach 30 points

- Understanding of the nature and extent of the services required.
- A specific outline of how the work will be performed.

- Awareness of potential problems and providing possible solutions.
- Special resources the team offers that are relevant to the successful completion by participants of the project.

4) Location and Facilities25 points

- Geographic location of hotel/motel(s).
- Physical condition of facilities.
- Extent to which available hotel/motel units have accessible features that will benefit persons with disabilities.
- Extent to which available hotel/motel units provide cooking facilities, such as in-unit kitchenette, for the use of program participants.
- Availability of designated children's play area or other common area(s) offering a safe place for children to play or study.
- Number, size, and configuration of available hotel/motel units or multiunit facility.

5.0. PROPOSAL EVALUATION AND AWARD

Proposals will be reviewed by an evaluation committee consisting of a seven (7) member, ad hoc citizen review committee appointed by the City Commission. The City will make the contract award based on the actual proposals received, on the basis of qualifications, experience, resources, proposed services, Respondent's past record of performance, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

Each proposal will be evaluated by the evaluation committee on the basis of how it corresponds to the factors, information, and requirements included in the RFP. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with the highest scored proposals. Interviews may include a presentation by the Respondent and questions regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

A. APPLICATION COVER SHEET

Application Form 1 — Cover Sheet must be filled out completely. Applicant's Executive Director or designee must sign each Application Cover Sheet. **Applications without signed cover sheets will not be considered for funding.** If multiple organizations are submitting jointly, one organization must be designated as the primary contact.

**B. ORGANIZATIONAL CAPACITY
(20 points maximum)****1. Organizational Capacity:**

Church and Community Assistance Inc. (CCAP) is a 501-C-3 Non-Profit Community Service Organization that provides community assistance to residents in Osceola County, Florida. The program's primary recipients are Hispanic/Latino (75%), Caribbean/Haitian (15%) and African American (10%).

Founded in 2004, Since its inception CCAP has managed to provide food, clothing, and social services to the community. In a collaborative effort with other agencies, the program has been successful in feeding and assisting the community and its needs. With the support of our collaborators such as Second Harvest and many others.

In 2020 we are confronted with a new need in the community, that of the increasing population of the homeless. In the past, we were able to allocate them in a hotel for a few nights until they regrouped and got on their way. But with Covid19, the influx has increased tremendously leaving us with the need to expand the program for the temporary housing of the homeless; while ensuring that they are doing the precautionary efforts to remain safe in a Covid environment.

The success of CCAP in implementing quality programs is based on the ability to have an adequate location where they can be housed, restored for employment, reunited with family, or just get an education and create skills that will guarantee them the ability to sustain themselves and stay off the streets.

Our goal is to continue in collaboration with other local agencies that can provide Mental evaluations, work with disabilities, and refer to agencies that can assist with everyone including Veterans and any other need that arises.

Community partnerships with other organizations serving families training volunteers, assist with their time and expertise. CCAP operates with minimum staff and management expenses to dedicate the maximum number of resources to provide direct services to the community. A group of volunteers from the business, community leaders, and clergy all donate time on a weekly basis to procure the success of the program.

An additional group of professionals and business owners also assists in providing a positive image for those in need.

Church and Community Assistance Program, INC.
"Project Matthew Village"

Emergency Shelter/Bridge-Housing and Homeless Services
RFP #2021-007

Key Staff:

DANNA MAYLLIE CAMACHO
EXECUTIVE DIRECTOR/PASTOR

JESSICA M. PABON
EXECUTIVE ADMINISTRATOR

YVONNE BOSCH
PRESIDENT - VOLUNTEER

BRANDON BOSCH
MARKETING COORDINATOR

ADELINA MARTINEZ
ACCESS COORDINATOR - VOLUNTEER

JOYCE ESCOBAR
OUTREACH COORDINATOR

FREDERICK MOISSON
RECEPTIONIST

ILEANA RAMIREZ
JESSICA MIRANDA
PANTRY ASSOCIATES

TAMMY CARVALHO
COUNSELOR/CASEWORKER

Financial Management System:

CCAP maintains accounting systems with internal controls to safeguard the Sponsor's funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles.

CCAP accounting records adequately identify the receipt and expenditure of all funds for each budget line item. Accounting and related records of HRL comprise the following as a minimum:

- a.) **Voucher system** – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
- b.) **Books of Original Entry** – Cash receipts and disbursements journal, general ledger.
- c.) **Chart of Accounts** – Listing of accounts is maintained in the accounting system.
- d.) **Personnel Records** – A separate personnel file is maintained for each project employee. As a minimum, each file contains a resume of the employee, a description of duties assigned and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments and documentation supporting leave taken by the employee.
- e.) **Attendance Records** – Attendance records (individual time sheets) are maintained for all personnel paid with Agency funds that are involved in operating the YSP Program. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.
- f.) **Payroll Records** – Formal payroll records supporting cash disbursements to employees are maintained. Records disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees.
- g.) **Checking Accounts** – Monthly bank reconciliations are conducted by CCAP. All checks, stubs, etc. are pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips are readily available for audit purposes.
- h.) **Purchasing Practices** – CCAP considers strict bookkeeping records to ensure proper funds are accounted for.
- i.) **Inventories** – CCAP maintains adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with funds.
- j.) **Property Records** – CCAP maintains formal records to control all program project property and equipment. Records disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books should reflect the actual value of property on hand at the end of the year.

CCAP maintains records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to funding organizations representatives and others who may be authorized to examine such records. CCAP will indicate any measures taken or planned to be taken (including dates) with regards to adequate protection of records from fire.

2. Successful Past Project Performance:

Since its inception in 2004 the program has served underprivileged families in Central Florida/ and Osceola County. Most of them come from impoverished backgrounds, where English is a second language and other dialects are spoken. The agency has developed very successful partnerships with City and County Governments.

CCAP has received contributions from multiple sources, including the City of Kissimmee, Osceola County Government, KUA, Florida Blue (Please see supporting documents)

PROJECT DESCRIPTION

Problem Statement:

RFP-Qualifications-

1) Relevant Experience 30 points

- Demonstrates ability to secure resources necessary to successfully manage and operate a 24/7/365 emergency, low barrier shelter or housing program.
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Proposals will be reviewed by an evaluation committee consisting of a seven (7) member, ad hoc citizen review committee appointed by the City Commission. The City will make the contract award based on the actual proposals received, on the basis of qualifications, experience, resources, proposed services, Respondent's past record of performance, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

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An Independent Licensee of the
Blue Cross and Blue Shield Association

Florida Blue
4800 Deerwood Campus Parkway,
DCC3-4
Jacksonville, FL 32246-8273
Telephone 1-800-477-3736, ext. 63215

Florida Blue is proud to support your organization. Enclosed, please find a payment for your corporate gift.

Please refer to the approval email sent to you from Florida Blue outlining the project description of your gift along with instructions on submitting your acknowledgement letter.

Best wishes for a successful year!

The Florida Blue Corporate Social Responsibility Team



FLORIDA BLUE
PO BOX 2210
JACKSONVILLE, FL 32203-2210

CHURCH & COMMUNITY ASSISTANCE PROGRAM IN
10 SOUTH ORLANDO AVE
KISSIMMEE FL 34741

DATE	CHECK NO.
10/08/2021	0005018411

DATE	INVOICE/CREDIT MEMO	VOUCHER ID	GROSS	DISCOUNT	NET
10/07/2021	13780-1007202 1	1000001198314	5,000.00	0.00	5,000.00
Grant ID 13780 Vehicle Wrap					

THE ATTACHED CHECK IS IN PAYMENT
FOR ITEMS DESCRIBED ABOVE

TOTAL	5,000.00	0.00	5,000.00
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FLORIDA BLUE
PO BOX 2210
JACKSONVILLE, FL 32203-2210

Florida Blue
An Independent Licensee of the
Blue Cross and Blue Shield Association

CITIBANK (DELAWARE)
ONE PENN'S WAY
NEW CASTLE, DE. 19720

62-29
311

CHECK DATE
10/08/2021

FIVE THOUSAND DOLLARS AND 00/100 CENTS

CHECK NO.

0005018411

CHURCH & COMMUNITY ASSISTANCE PROGRAM IN
10 SOUTH ORLANDO AVE
KISSIMMEE FL 34741

CHECK AMOUNT

*****5,000.00

PAY
TO
THE
ORDER
OF

Patricia J. Hargis

NULL AND VOID AFTER 365 DAYS
DO NOT FOLD CHECK



1186

63-215/631

THE TRINBAGO ASSOC. OF CEN FLORIDA INC.

OPERATING ACCOUNT
2307 BOGGY CREEK RD.
KISSIMMEE, FL 34744

DATE 10-10-2021

PAY TO THE ORDER OF Church & Community Assistance Program \$ 250.00

Two Hundred & Fifty DOLLARS



SUNTRUST

ACH RT 061000104

MEMO Dana W

Dana W

MP



Security Features
Details on Back

MP



ACTIVITY

DETAILS

SERVICES

HOME

\$0,225.51

9853 PMT DB B2P TOHO WATER A KISS
UTILITIES

-\$46.56



\$6,309.90

Tuesday, October 5, 2021

CK # 265



-\$2,450.00



\$6,356.46

FIRST INSURANCE INSURANCE
PAYMENT

-\$60.08



\$8,806.46

9853 VSA PUR BP 9492711CIRCLE K 27
GROCERIES

-\$25.01



\$8,866.54

Friday, October 1, 2021

9853 PUR AMAZON.COM 2C4RA78B0
PERSONAL

-\$145.50



\$8,891.55

Thursday, September 30, 2021

9853 PUR DOLLAR TREE KISSIMMEE FL
PERSONAL

-\$10.60



\$9,037.05

9853 PUR SAMS CLUB 8290 ORLANDO
GROCERIES

-\$46.34



\$9,047.65

DEPOSIT
INCOME



\$5,000.00



\$9,093.99

KUA grant

Wednesday, September 29, 2021

9853 VSA PUR U HAUL STORE 0078524
HOME

-\$86.31



\$4,093.99



Menu



Transfers



Locations



Profile



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

CHURCH & COMMUNITY ASSISTANCE PROGRAM INC.

Filing Information

Document Number	N04000000555
FEI/EIN Number	54-2127730
Date Filed	01/20/2004
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	03/07/2005
Event Effective Date	NONE

Principal Address

10 S. Orlando Ave.
KISSIMMEE, FL 34741

Changed: 02/06/2020

Mailing Address

10 S.Orlando Ave.
KISSIMMEE, FL 34741

Changed: 02/06/2020

Registered Agent Name & Address

CAMACHO, DANNA M
1951 BIG BUCK DR
ST CLOUD, FL 34772

Name Changed: 08/03/2021

Address Changed: 08/03/2021

Officer/Director Detail

Name & Address

Title President

BOSCH, YVONNE
316 ASHLEY LOOP

DAVENPORT, FL 33837

Title Officer

ALVARADO, PABLO, Jr.
2271 BRACKS LANDING DR
ST CLOUD, FL 34771

Title Secretary

MARTINEZ, ADELINA
1257 MERRIMACK DR
DAVENPORT, FL 33837

Title VP

Ortega, Manny
3180 TURRET DR
Kissimmee, FL 34743

Title Treasurer

CAMACHO, WALESKA
641 PEG CT
St. Cloud, FL 34772

Title OFFICER

SMITH, JUAN, Q
2115 WOODSEGE DR
KISSIMMEE, FL 34746

Annual Reports

Report Year	Filed Date
2021	02/10/2021
2021	03/25/2021
2021	03/26/2021

Document Images

08/03/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
06/14/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/26/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/25/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
02/06/2020 -- ANNUAL REPORT	View image in PDF format
02/22/2019 -- ANNUAL REPORT	View image in PDF format
03/09/2018 -- ANNUAL REPORT	View image in PDF format
02/17/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Page 438 of 1036
DEPARTMENT OF THE TREASURY

Date: JUN 08 2017

CHURCH AND COMMUNITY ASSISTANCE
PROGRAM INC
2390 QUEENSWOOD CIRCLE
KISSIMMEE, FL 34743-0000

Employer Identification Number:
54-2127730
DLN:
26053550004437
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
March 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 15, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 947

CHURCH AND COMMUNITY ASSISTANCE

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements



Consumer's Certificate of Exemption Issued Pursuant to Chapter 212, Florida Statutes

Page 440 of 1036

DR-14
R. 01/18

85-8013948070C-7	02/28/2018	02/28/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CHURCH AND COMMUNITY ASSISTANCE
 PROGRAM INC
 2390 QUEENSWOOD CIR
 KISSIMMEE FL 34743-3410

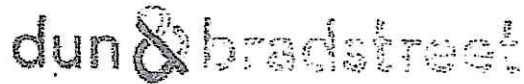
is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.036, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



04/14/2020

The following is the Dun & Bradstreet D-U-N-S® number for **CHURCH AND COMMUNITY ASSISTANCE PROGRAM INC.:**
D-U-N-S number: 793503470

If this is **YOUR COMPANY**, take advantage of CreditBuilder™, our next generation credit building solution.

With CreditBuilder you can:

- Get unlimited access to your business credit file
- Ensure you are always aware of the most current D&B information your banks, suppliers, competitors and customers are using to evaluate your business
- Get alerts when there are changes to your business credit file
- Benchmark your company's credit scores against your industry and key competitors
- Enhance your D&B credit scores and ratings by adding good payment history to your credit profile

If you are looking for information on **ANOTHER COMPANY**, consider purchasing a Business Information Report™. Reduce the risk of unpaid bills by evaluating the credit risk of another company before doing business with them.

With a Business Information Report you can:

- Get a detailed snapshot of another company's credit report; available online for 6 months from initial access
- See a company's PAYDEX® score and other D&B® ratings
- Access a company's payment history

Data Snapshot for County: Osceola

Osceola County is the 18th Largest County in Florida

POPULATION: 390,341

GROWTH: 7,295 1.90%

RACE:

▪ HISPANIC	256,320	72.83%
▪ BLACK	40,336	11.46%
▪ ASIAN	9662	2.75%
▪ AMERICAN/INDIAN	1529	0.43%

POVERTY: 14.81%

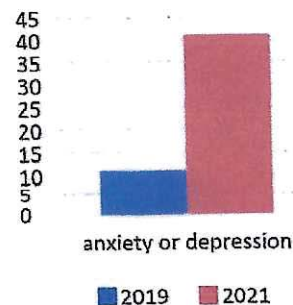
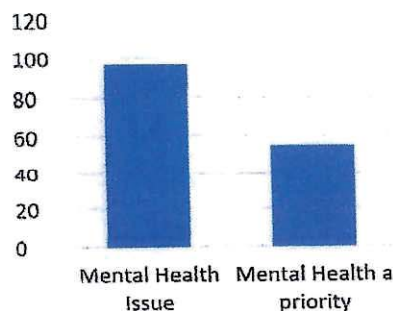
▪ MALE OVERALL	13.74%
▪ FEMALE OVERALL	15.86%

UNEMPLOYMENT SOARED 20%

OVERDOSES 553 37%

ANXIETY VS. DEPRESSION 2019 VS. 2021 11% VS. 41%

- MENTAL HEALTH/ TOP ISSUE 96.2%
- MENTAL HEALTH PROVIDERS IS TOP PRIORITY TO BE ADDRESSED
- THE COST OF MEDICATIONS AND LONG WAIT'S FOR APPOINTMENTS ALONG WITH STIGMA ASSOCIATED.



CHURCH AND COMMUNITY ASSISTANCE

Details of Services and Programs available through CCAP and/or Faithful Collaborators.

"For I was hungry and you gave me something to eat, I was thirsty and you gave me something to drink, I was a stranger and you invited me in, I needed clothes and you clothed me, I was sick and you looked after me, I was in prison and you came to visit me." Matthew 25:35-36

CCAP- SERVES -LOW TO MODERATE INCOME FAMILIES WHO BECAME HOMELESS THROUGH LIFE'S CIRCUMSTANCES SUCH AS DIVORCE, DOMESTIC VIOLENCE, LOSS OF EMPLOYMENT AND OR HEALTH ISSUES.

PROCESS:

INITIAL INTAKE:

1-APPLICATION- THIS WILL PROVIDE FAMILY SIZE

2-ALL CANDIDATES WILL HAVE A PROFILE TRACKING PROGRESS AGAINST FACTORS

3-NEED- ASSESS IMMEDIATE NEEDS

- **FOOD**
- **CLOTHING**
- **SHELTER**
- **MEDICAL**
- **JOB TRAINING**

CCAP-COLLABORATES WITH FAITH BASED ORGANIZATIONS, COMMUNITY ACTION GROUPS, AND BUSINESS.

- **TRUCK LOADS OF BLESSINGS-IMPACTS 400 +**
- **DONE WITH THE COLLABORATION OF THE POLICE WHILE WE PROVIDE THE FOOD AS A DRIVE THRU SERVICE DUE TO COVID.**

CCAP-COLLABORATES WITH THE STATE WITH ACCESS PROGRAM ASSISTING ON THE PROCUREMENT OF SERVICES SUCH AS

- **FOOD STAMPS**
- **MEDICAL**
- **SOCIAL SERVICES**
- **UNEMPLOYMENT**

CCAP- COLLABORATES WITH DCF

- **THE CARE PORTAL SYSTEM -PROVIDES US TO TO INPUT CLIENT INFORMATION FOR IMMEDIATE ASSISTANCE AND PROCESSING**

CCAP-COLLABORATES WITH PARK PLACE IN KISSIMMEE AND BROKEN WINGS

- **MENTAL ILLNESS**
- **ALCOHOL**
- **SUBSTANCE ABUSE**
- **HOMELESSNESS**
- **MENTAL EVALUATIONS**
- **DETOX PROGRAMS**
- **COUNSELING**
- **FINANCIAL ASSISTANCE**

CCAP- COLLABORATES WITH FAITH BASED DONATIONS- THESE DONATIONS GIVE US THE OPPORTUNITY TO PROVIDE SHELTER. WE HAVE CREATED AN AGREEMENT WITH A MOTEL TO REDUCE THE MONTHLY FEE.

CASE MANAGEMENT ADVISORS WORK WITH THE CLIENTS; ASSIST WITH JOB PLACEMENT AND AFTER 4 PAYCHECKS WE ALSO ASSISTS PERMANENT HOUSING WITH THE COUNCIL ON AGING ASSISTANCE.

FAITH BASED PASTOR DONATE THEIR TIME FOR ANY SPIRITUAL NEEDS.

PROJECT MATTHEW - IS OUR HOMELESS OUTREACH PROGRAM FEEDS, SHELTERS, CLOTHES AND COUNSELS.

CCAP ONSITE CLOSET- PROVIDES CLOTHING FOR THE ENTIRE FAMILY INCLUDING SCHOOL UNIFORMS FROM SIZES 4T-16. INCLUDING SHOES, UNDERGARMENTS, WE ALSO PROVIDE HYGIENE PRODUCTS UPON REQUEST.

CCAP- COLLABORATES WITH BEYOND PREGNANCY- THEY PROVIDE EXPECTANT MOTHERS AND INFANT NEEDS.

CAP COLLABORATES WITH MEDICAL AGENCIES SUCH AS FLORIDA BLUE. SIMPLY MEDICAL, AND KUA.

CCAP COLLABORATES WITH P2 MINISTRIES WITH INMATE RECIDIVISM

CCAP COLLABORATES WITH NUEVO SENDERO WITH VICTIMS OF DOMESTIC VIOLENCE AND ADVOCATES WITH SHELTERS.

Church and Community Assistance Program

Details of Services and Programs available through CCAP and/or Faithful Colaborators.

"For I was hungry and you gave me something to eat, I was thirsty and you gave me something to drink, I was a stranger and you invited me in, I needed clothes and you clothed me, I was sick and you looked after me, I was in prison and you came to visit me." Matthew 25:35-36

1. Client upon arrival is submitted to an intake to gather as much information about the immediate needs in order to address each issue effectively.
2. Food, Clothing and Shelter are our priority.
3. If client is only in need of food, an application is completed and the client and their family are registered to receive a box of food on a monthly basis. They receive an identification card that has every month on it. After the client receives their food the card is punched to inform that they received that current months food box. Currently we feed from 35 to 40 families a day. Tuesdays thru Fridays. On Monday we do not have appointments available because we receive the truck load of food supply donated and bought as well by Second Harvest Food Bank to replenish our food supply. However, if we receive an emergency walk in we evaluate each case on a daily basis. No person is sent away without an intake to identify the urgency of their need.
4. Once a month we have an event called a "Truck Load of Blessings", this is a Semi Truck loaded with pallets of food from Second Harvest Food Bank that is given out on the spot to the Community that is in dire need of food. This truck is loaded with different types of food: Dairy, Juice, Eggs, Meats, Canned Goods, Bread, Water, pre packaged Covid Boxes with special need items and Non Perishables. Every monthly event we have impacted over 400 families at one time. We receive assistance from the Kissimmee Police Department during these events in order to keep the traffic flowing. Due to Covid we carry out this event as a drive thru to reduce personal contact with the volunteers and keeping everyone safe.
5. Church and Community Assistance Program also has available an Access Center to assist with Food Stamp Applications, Insurance Applications and Unemployment assistance. We are registered as an Agencies that Colaborates with DCF thru the Care Portal System. Thru this link we are able to input client information directly to DCF and get immediate assistance and processing for our client.
6. Mental Illness, alcohol and substance abuse is a factor we deal with often. Usually the Chronically Homeless are in need of Mental evaluations, counseling and financial assistance. Referring clients that need to enter into detox programs are done thru colaboration with Park Place in Kissimmee and Broken Wings Behavioral
7. Transitioning them back into the community is done via many faith based donations. Any client that is in need of shelter is processed with an intake application and then upgraded to an ongoing Case Management advisor. If shelter is paid to a Motel there is an agreement to reduce the fee to a discounted monthly rate so that we can maintain client housed until client begins to work and receive 4 paystubs that prove work stability and is the requirement to qualify for rental assistance. We colaborate with Council on Aging for Rental Assistance, Utility Deposits and we continue to assist with locating a landlord willing to accept this form of payment. Affordable Housing has become almost impossible to obtain thus many of our clients return to the streets because they can not pay the elevated prices the Motels charge

8. On site we have several Pastors (Non Denomination) that volunteer and assist with any emergency spiritual care that is needed.
9. Project Matthew is our Homeless Outreach Program that feeds, shelters, clothes and counsels anyone that has an immediate need.
10. CCAP has an onsite closet for the entire family. This includes work clothes for men and women, school uniforms from sizes 4T to 16. Shoes and sneakers are also available for those in need of them. Socks, undergarments, hygiene products etc are also made available upon request. Any infant needs are referred to Beyond Pregnancy that collaborates with us to address all of the infants needs and also new mother needs.
11. CCAP collaborates with Florida Blue, Simply Medical, KUA, P2 Prison Ministries that assist the men that come out of jail to reestablish themselves back into society. Nuevo Sendero, Help Now (Both Domestic Violence Advocates and Shelters). Mustard Seed agency assists us to transition the client back into their home by providing slightly used furniture and housewear to the families that are moving into their obtained affordable housing. Career Source and Job Partnership collaborate with us in order to provide the employment needs for our client. Department of Health collaborates with CCAP by taking referrals for medical needs. Doctor Patel, a local Physician collaborates and tends to any patient referred despite if they that can not pay for medical services. We have over 25 Faith Based Churches that collaborate via donations, volunteering in our facilities, and referring people from their congregations that are considered high risk people on the verge to becoming homeless or in need of services that we offer.
12. On site Veterans Liason to assist with any Veteran Issue a client may be experiencing. Our Veteran's Liason also is the driver of one of our buses that pick up any Homeless that may need a shower. Mr Alvarado brings them to the Mobile shower facilities, wherever it may be located.

“The King will reply, ‘Truly I tell you, whatever you did for one of the least of these brothers and sisters of mine, you did for me.’ Matthew 25:40

Logged as: KE873 | [My Agency](#) | [Logout](#) | [Help](#)If you need an [Agency Ref](#) or [Password](#) call 407-514-1045[Home](#)[Orders](#)[Agency Pickup](#)[Statistics](#)[Other Agency Info](#)[My Docs](#)[✕ Order Entry](#)

Statistics for 6/30/2021

Comments: Submitted by Agency via Primarius Web Window at 7/2/2021 12:59 PM

<u>Category</u>	<u>Quantity</u>	<u>Comment</u>
1 Number of Household Served at Pantry	164	
2 Number of Individuals Served at Pantry	645	

[Print Stats](#)

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V02.01.00.0046

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If you need an [Agency Ref](#) or [Password](#) call 407-514-1045

[Home](#)[Orders](#)[Agency Pickup](#)[Statistics](#)[Other Agency Info](#)[My Docs](#)[✕ Order Entry](#)

Statistics for 7/31/2021

Comments: God is good. Submitted by Agency via Primarius Web Window at 7/30/2021 2:13 PM

<u>Category</u>	<u>Quantity</u>	<u>Comment</u>
1 Number of Household Served at Pantry	417	Without mobile drop
2 Number of Individuals Served at Pantry	1768	

[Print Stats](#)

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V02.01.00.0046



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

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DR-14
R. 01/18

85-8013948070C-7	02/28/2018	02/28/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CHURCH AND COMMUNITY ASSISTANCE
PROGRAM INC
2390 QUEENSWOOD CIR
KISSIMMEE FL 34743-3410

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Work Flow

Intake Process:

- Face to face interview
- Complete intake (Effective)
- Verification of income
- Verification of Disability
- Osceola Homeless Resident

Eligibility:

- Living in an uninhabitable habitation
- Homeless
- Lives in Osceola County

Top Causes of Homelessness:

- Poverty
- Low Wages
- Mental Illness
- Unemployment
- Substance Abuse
- Domestic Violence
- Lack of Affordable Housing

Quick Assistance:

- Bus Passes
- Hand Sanitizer, Masks
- Snacks
- Water
- Blankets

Serving Those in Hot Spots:

- Park Benches
- Abandoned Buildings
- Sidewalks
- Cars
- Woods/tents

Strategy:

Strategy aims to house as many people that each Phase will permit, primarily those living unsheltered during Phase 1.

Funding Capabilities:

CCAP includes the following activities w/funding streams-

1. \$5,000
2. \$10,000
3. \$17,000

Estimated total: \$32,000 grants approved in this past month 09/2021.

Long Range:

- Strengthen communities
- Leverage Experience and Resources
- Test New Ways
- Achieve more in less time
- Be the go-to

Core Competencies:

- Capacity to continue development
- Reputation/Accomplishments and Problem Solving (Despite Pandemic)
- Experience Industry Builder

Values:

- **Mission Committed**
- **Results Oriented**
- **Accountability**
- **Accessible**
- **Honesty**
- **Respect**
- **Integrity**

Vision:

- Leadership
- Satisfaction (Public and Private)
- Empathy

Mission:

- End Homelessness in Osceola County

Demographics:

Core Markets and Comparative Advantages

Approach:

- Building
- Sustaining
- Leading

Initiatives:

- Services
- Community Development
- Mergers Acquisitions
- Technology
- Unity

CCAP ESTIMATED OPERATIONAL STAFFING COST

POSITION	YEARLY SALARY	HOURLY	WEEKLY	MONTHLY	AVERAGE	HOURS
EXECUTIVE DIRECTOR(ONSITE) DANNA CAMACHO	65k-70k	\$ 25.00	\$ 1,250.00	\$ 5,000.00	\$ 65,000.00	40+
PROGRAM FACILITY DIRECTOR(FULL TIME)IN-KIND YVONNE BOSCH		\$ 22.00			\$ -	
EXECUTIVE ADMINISTRATOR (FULL TIME) JESSICA PABON	45k-57k	\$ 22.00	\$ 880.00	\$ 3,520.00	\$ 45,760.00	40+
ACCESS COORDINATOR (PART TIME)IN-KIND ADELINA MARTINEZ		\$ 18.00			\$ -	
GRANT AND PROPOSAL WRITER(FULL TIME) ADA CARMONA	40K-45K	\$ 20.00	\$ 800.00	\$ 3,200.00	\$ 41,600.00	40
MARKETING COORDINATOR(FULL TIME) BRANDON BOSCH	40K	\$ 20.00	\$ 800.00	\$ 3,200.00	\$ 41,600.00	40
OUTREACH COORDINATOR(PART TIME) JOYCE ESCOBAR	22K	\$ 17.00	\$ 425.00	\$ 1,700.00	\$ 22,100.00	25
RECEPTIONIST(PART TIME) FREDERICK MOISSON	22K	\$ 17.00	\$ 425.00	\$ 1,700.00	\$ 22,100.00	25
RECEPTIONIST(PART TIME) TBD	18K	\$ 14.00	\$ 350.00	\$ 1,400.00	\$ 18,200.00	25
PANTRY SUPERVISOR(FULL TIME)IN-KIND ERIC BOSCH		\$ 20.00			\$ -	
PANTRY ASSOCIATE(FULL TIME) ILEANA RAMIREZ	34K	\$ 16.00	\$ 640.00	\$ 2,560.00	\$ 33,280.00	40
PANTRY ASSOCIATE(PART TIME) JESSICA MIRANDA	20K	\$ 15.00	\$ 375.00	\$ 1,500.00	\$ 19,500.00	25
MAINTENANCE TBD	18K-20K	\$ 14.00	\$ 350.00	\$ 1,400.00	\$ 18,200.00	25
SECURITY GUARD COMPANY FOR 6 SECURITY GUARDS 24 HOUR ONSITE SURVEILLANCE	29K 29K	\$ 13.50 \$ 13.50	\$ 540.00 \$ 540.00	\$ 2,160.00 \$ 2,160.00	\$ 28,080.00 \$ 28,080.00	40 40
IT (ON CALL) ANDREAS LIMONES	5K				\$ 5,000.00	
CHEF/PROFESSOR(FULL TIME) TBD	55K				\$ 55,000.00	
COUNSELOR(AFTER HOURS) TAMMY CARVALHO	11K		\$ 200.00	\$ 800.00	\$ 10,400.00	
*** IF AFTER HOUR CALL IS ACTIVATED THERE IS /	12K	\$ 40.00		\$ 1,000.00	\$ 12,000.00	
COUNSELOR # 1 FREDERICKA WILFONG	70K			\$ 5,833.00	\$ 69,996.00	
SOCIAL WORKER/CASE MANAGER TBD	45K-57K	\$ 22.00	\$ 880.00	\$ 3,520.00	\$ 45,760.00	40+
YEARLY PAYROLL TOTAL					\$581,656.00	

Limones IT Solutions

INVOICE

Address: 2112 Sand Run Rd
Kissimmee, FL 34744
Phone: 407-962-8184
Email: LimonesIT@outlook.com

INVOICE # 00004
DATE 10/11/2021

TO
Danna Camacho
CCAP
Street Address
City, ST ZIP Code
Phone Enter phone | dannaccap2021@gmail.com

FOR Annual IT Support (11/2021 – 11/2022)
P.O. # -

Description	Amount
365 Days of Tier 2 IT Support for office workstations.	\$1000
365 Days with guaranteed 48 Hour recovery time for any crashed Windows 10 Laptop (excluding replacement part costs)	\$1000
365 Days of diagnostic support for 5 Windows 10 laptops.	\$1000
365 Days of Tier 2 IT Support for Microsoft 365 Services including license management & Admin Portal management.	\$500
Configuring infrastructure for 1 year of OneDrive backup of Critical Directories	\$500
Basic Network Support for Office Building (Includes dealing with ISP & ensuring as much uptime as possible)	\$500
Potential Replacement parts budget	\$500
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
Total	\$5,000

Make all checks payable to Andreas Limones.
Payment is due within 30 days.
If you have any questions concerning this invoice, Andreas Limones | LimonesIT@outlook.com

OPERATIONAL MONTHLY AND YEARLY EXPENSE

10/15/2021

Church and Community Assistance Program

Expense	Category	MONTHLY		YEARLY	
Rent or mortgage	Operating	\$	2,450.00	\$	29,450.00
UTILITIES	Operating	\$	610.00	\$	8,760.00
SPECTRUM	Operating	\$	240.00	\$	2,880.00
TRUCK RENTAL	Operating	\$	120.00	\$	6,240.00
GAS	Operating	\$	130.00	\$	1,560.00
AUTO INSURANCE	Operating			\$	1,477.00
SECOND HARVEST	Operating	\$	5,200.00	\$	62,400.00
GENERAL LIABILITY	Operating			\$	749.00
UNIFORMS	Operating			\$	1,200.00
EMERGENCY SHELTER	Operating			\$	20,000.00
OFFICE MISCELLANEOUS	Operating			\$	1,683.00
Total Expenses		\$	8,750.00	\$	136,399.00

LA PAZ CONSULTING GROUP
703 TIMBERWILDE AVENUE
WINTER SPRINGS, FL 32708
407-227-3506

February 18, 2021

CHURCH & COMMUNITY ASSISTANCE PROGRAM IN
2390 QUEENSWOOD CIRCLE
kissimmee, FL 34743

Dear Client:

Your 2019 Electronic Notice (e-Postcard) for Tax-Exempt Organizations will be electronically filed with the Internal Revenue Service. No tax is payable with the filing of this return.

Please be sure to call us if you have any questions.

Sincerely,

maria rovira

DO NOT FILE

Form **990-N**

**Electronic Notice (e-Postcard) for
Tax-Exempt Organization Not Required to File
Form 990 or 990-EZ**

2019

Electronic Filing Only – Do Not Mail

For the 2019 calendar year, or tax year beginning 4/01, 2019, ending 3/31, 2020

Check if applicable

☐ Termination**Organization name and address**

CHURCH & COMMUNITY ASSISTANCE PROGRAM IN
2390 QUEENSWOOD CIRCLE
kissimmee, FL 34743

Employer identification number

*****7730

Telephone Number

Other names the
organization uses

Website:>

Check > ☒ if the organization's gross receipts are normally not more than \$50,000 (\$5,000 for a 509(a)(3) supporting organization)

Principal Officer Information	Name	Olga Gonzalez
	Address	2390 QUEENSWOOD CIRCLE kissimmee, FL 34743

Form 990-N, also known as the e-Postcard, must be filed
electronically with the Internal Revenue Service. There will be no
paper form accepted by the Internal Revenue Service.

Do Not mail this form to the Internal Revenue Service.

Form **990-N****Electronic Notice (e-Postcard)**

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service**for Tax-Exempt Organization not Required to File Form 990 or 990-EZ****2020**

Open to Public Inspection

A For the **2020** Calendar year, or tax year beginning **2020-04-01** and ending **2021-03-31****B** Check if available

- ☐ Terminated for Business
☒ Gross receipts are normally \$50,000 or less

C Name of Organization: **CHURCH & COMMUNITY****ASSISTANCE PROGRAM INC****2390 QUEENSWOOD****CIRCLE, KISSIMMEE, FL,****US, 34743****D** Employee IdentificationNumber **54-2127730****E** Website:**F** Name of Principal Officer: **Olga Gonzalez****2390 QUEENSWOOD****CIRCLE, KISSIMMEE, FL,****US, 34743**

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

2021 LOGIC MODEL INSTRUCTIONS

1036

Developing Your Program Logic Model

The Program Logic Model is used to assist you and your funder with program evaluation by providing a picture of how your funded program intends to work. It identifies the program's main components and how they relate to one another. It should include human, financial, physical, organizational and community resources and any combination needed for the program to have the desired outcomes. The Program Logic Model also speaks to the specific actions you will need to take with the available resources to bring about change in the population to be served for each year of the grant. In summary, it is your program "Road Map" to success.

Name of organization: *Church and Community Assistance Program, Inc.*

Describe the overall purpose and focus of this program: To assess and identify the immediate need of each individual/family that is seeking assistance. Once the initial intake is completed they are given a much needed food supply through our on site Food Bank, according to their family size. Clothing and toiletries are also provided according to the need presented. Emergency Shelter, Food Stamps Assistance and Mental Health Counseling are provided through immediate Case Management follow through. Our Program is not limited to our on site availability because currently we have a vast amount of Partnerships with many Government and Private agencies that add on to our Case per Case Management capabilities.

Program title: *CCAP - Church and Community Assistance Program, Inc.*

The proposed program for funding is a/an (check only one): ☐ new program ☒ expansion of a current program (provide explanation below) ☐ existing program but no longer will be funded (provide explanation below)

Explanation of your selection: We have had to expand our Program; Physically expanded. We rented the office connected to our original office to be able to accommodate the different services we offer under the same roof. We also have expanded in size due to the amount of food we give out on a daily basis. Expanded Accessibility: Adding three days of opened doors and opportunity for the community to access assistance and guidance. Expanded Staff / Volunteers: The amount of staff that is needed and required to satisfy the needs of our community has tripled in size. Due to the Covid Pandemic many people have lost their source of income. Currently we are impacting 45 - 52 families per day. In the past we impacted 12- 15 families two or three days a week. Our facilities have not closed the doors and is currently the only agency that has continued to see "face to face" citizens (RESPONSIBLY and carefully taking all the precautions stipulated by the CDC Guidelines and Government recommendations). during the PANDEMIC. We are aware of other programs that do offer the services we offer (we have partnered with them throughout the years, but currently these offices are closed to the public due to Covid).

Describe the population(s) your organization serves: Extreme Poverty (including Chronically Homeless) to moderate income individuals/ families. Majority Hispanic / Latinos.

Describe the target population(s), to be served under this grant: Project the percentage of people to be served across the following characteristics.

Gender	Age	Race/ Ethnicity	Disabled
Female <u>60</u> %	Adults (19-64) <u>40</u> %	African American/Black <u>10</u> %	<u>40</u> %
Male <u>40</u> %	Adults (65+) <u>20</u> %	American Indian/ Alaska Native <u> </u> %	Veteran <u>20</u> %
Other <u> </u> %	Children (0-18) <u>40</u> %	Asian <u> </u> %	Other: <u>40</u> % (please explain your selection)
		Hispanic/Latino <u>80</u> %	
		Multi-racial/ Multi-ethnic <u>5</u> %	
		Native Hawaiian or Other Pacific Islander <u> </u> %	
		White <u>5</u> %	

Attached Document: Data for Osceola County Stats
Other *Family Statistics are approximate.

LOGIC MODEL INSTRUCTIONS

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Total number to be served under this grant by years (unduplicated): Provide the projected number of new and returning participants/clients for each year as well as the total number of unduplicated participants/clients over the life of the grant. New participants/clients are new to the grant-funded program/service each year. Returning participants/clients received services under the grant in the previous year and continue to receive the program services in the current year.

2022- 21,216 2023- 21,216 / 40,000 2024- 40,000 / 80,000 2025- 50,000 / 125,000 Grand Total: 125,000

New Returning / New

Returning / New

Are there current or similar services already being delivered to the target population to be served: Yes X No
If YES, please explain and include any past or current partnerships with these organizations/programs: Hope Center (Informed by Agency) currently provides Zoom Appointments upon Telephone Evaluations / Assessments.

Must be completed for each year of the grant.

2022

Objective	Strategic Activities/Services	Responsible Staff(s)	Performance Measures/Indicators	Expected Outcomes
To reduce Chronic Homelessness; protect and assist displaced families to enable economic self sufficiency. Provide food and or meds to Extreme Poverty and Low Income families/individuals according to their need.	Intake / Initial Assessment. Objective #1 Identify the immediate need, Food, Shelter, Mental stability. Objective #2 Food distribution from On site Food Bank according to family size.	Intake / Initial Assessment is done by the Receptionist, if identified High Risk or special need, then Receptionist requests assistance from a qualified Counselor. Objective #2 Special Dietary Needs are considered upon request before grocery preparations.	Objective #1 Upon completion of Intake / Initial Assessment, Receptionist schedules the following months appointments with the participant. Any No Show, No prior Call to reschedule appointment forfeits that month's assistance. Objective #2 Boxes of Food are given once a month. New participants can come in as a Walk-in and receive their groceries. Prior Participants will be given a card at their appointment and coordinate a follow up pick up date. Each card has their name on it and twelve months. If the participant	Objective #1 Participants can visit our offices for many diverse reasons. Public assistance, Career Source referrals for employment, to learn how to create a resume, insurance issues, medical issue referrals, to use computers to apply for work or to do school work, to request clothing or footwear, to request classes on anything that would assist them obtain the knowledge that they may need in order to advance. Objective #2 Educating our participants on the Nutritional Values and healthy cooking options of certain foods is a requirement for us as an agency with our leading Food Distributor. We educate and motivate families to learn to cook
	Objective #4 If Emergency Shelter is needed, this will initiate the transition of those	Objective #3 To participate in any of the OnSite Services (excluding		

LOGIC MODEL INSTRUCTIONS

	chronically Homeless to temporary shelter or (motel) housing.	food), all participants will have to comply with certain requirements. An agreement of expectations and requirements will be drafted and signed between a Counselor from our agency and the requesting participants. Objective #4 Transitional Emergency Shelter is defined as Temporary. Duration starts at one week and expires at 6 months.	authorizes someone else to pick up their groceries, then that person's name will be on the card as well. Every month as they pick up their groceries their card will be punched on the month of the pick up. If the Month has passed they are not allowed to redeem. Objective #3 Case Management will occur in partnership with the selected agency Park Place for Drug Abuse and Detox. Broken Wings Behavioral for OnSite Counseling. Selected agencies will need to give a letter of recommendation to participants in order to begin transition for temporary housing opportunities. Objective #4 All participants will need to complete stipulated recommendations to continue in the program. All participants in Temporary Housing will have to remain drug free. Random drug testing may apply. Housing can be revoked at any time due to noncompliance. All participants need to generate an income. Weekly meetings will be had to ensure compliance.	diverse foods. This assists families and individuals to expand their cooking skills and helps utilize the diverse groceries given. Counseling gives a voice to those that have a hard time transitioning through difficulty. All participants that are referred to any identified type of counseling will be monitored and assisted on a weekly basis. One on One Classes, Group counseling and at times medication therapy may need to be put into place. Each case will be treated individually and evaluated weekly. Case Management will be handled by the identified Counselor and our facilities Director. All participants will be treated fairly and given an Expectation Schedule with set goals for each week. Objective #4 All Transitional Emergency Shelter are subject to weekly evaluations to measure progress and commitment by the participant. Adjustments can be recommended by the assigned Counselor or Director of our facility. Emergency Temporary Housing requirements will be stipulated and discussed with the Participant, Counselor and Director of our Facility. Weekly Goals need to be met and carried out successfully. Participants must be able to work, study or receive disability in order to remain in Emergency
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NOTICE OF ELECTION TO BE EXEMPT

Page 462 of 1036

If this application contains incomplete or inaccurate information, it may cause a delay in the issuance of your exemption. An officer electing an exemption under Chapter 440, Florida Statutes, is not entitled to benefits under this chapter.

Section 1:

APPLICANT INFORMATION

First & Last Name: ADAM MOUNT
State Driver's License Number: M530017790600
State ID Number: 2/20/1979
State: FL
Date of Birth:
Social Security Number (last four digits): 4032
Email Address: HBS.AMOUNT@GMAIL.COM

Section 2:

CONSTRUCTION INDUSTRY APPLICANT (\$50 FEE REQUIRED)

Officer of a Corporation

Section 3:

This section should be completed with information specific to your corporation or to the limited liability company in which you are a member. The name of the corporation or limited liability company listed on this application MUST match the name of the corporation or limited liability company as registered with the Florida Division of Corporations.

Name of Corporation or LLC: HOME BUILDING SERVICES, INC **FEIN:** 593418597
Business Name (DBA): **Phone:** 9046356785
Applicant's Address of Record: 215 MELROSE PLACE
City: NAPLES **State:** FL **Zip:** 34104 **County:** COLLIER
Scope 1: 05606 Contractor-Project Manager, Construction Exe **Scope 2:** **Scope 3:** **Scope 4:**

Section 4:

The corporation of which you are an officer or limited liability company of which you are a member must be registered and in ACTIVE status with the Florida Division of Corporations. Applicants applying as an officer of a corporation must be listed as an officer of the Corporation with the Florida Division of Corporations. List the document number on file with the Florida Division of Corporations.

P96000100885

Section 5:

Pursuant to Chapter 489, F.S. (contractor licensing law), list certified or registered licenses related to the scope of business or trade listed in Section 3 held by the applicant, or the certified or registered license numbers held by the qualifier for the corporation or limited liability company listed on this application. The business name listed on the license MUST match the name of the corporation or limited liability company as registered with the Florida Division of Corporations and on this Notice of Election to be Exempt.

CGC1521302

Section 6:

Page 463 of 1036

If you have submitted an electronic payment for this application, the transaction confirmation number is listed in the following space:

Confirmation Number: ID39VJV08L

Application Number: E01331347

Section 7: N/A

Are you affiliated with any corporation or limited liability company other than the corporation or limited liability company to which this application applies?

Section 8: CONSTRUCTION INDUSTRY AND NON-CONSTRUCTION INDUSTRY LLC MEMBERS ONLY

To be eligible for a construction industry exemption or a non-construction limited liability company exemption, an applicant must have the required ownership of the corporation or limited liability company.

I am a shareholder owning at least ten percent(10%) of stock of the corporation listed on this application.

Section 9:

I certify that any employees of the corporation or members of the limited liability company listed in Section 3 are covered by workers' compensation insurance. Please identify the workers' compensation insurance carrier that covers any non-exempt employees.

Carrier Name: My business does not have any non-exempt employees; or, my business is not required to obtain workers' compensation.

Section 10:**FRAUD NOTICE**

- A. Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company or any other person, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree.
- B. Attestation of applicant – By providing my name below, I attest that I have read, understand and acknowledge the foregoing notice.
- C. Acknowledge that this Notice of Election to be Exempt does not exceed limits for corporate officers, including any affiliated corporations as provided in Section 440.02, Florida Statutes.

First Name: ADAM

Last Name: MOUNT

Note: The Division has 30 days to review your application to determine if it meets the eligibility requirements for the issuance of an exemption. The Division will either issue a Certificate of Election to be Exempt or notify you that your application is incomplete. The Division reviews and processes exemption applications in the order they are received.

Exemption information is reflected on the Proof of Coverage database the day following the issuance of the exemption. Visit the Division's website at <http://www.myfloridacfo.com/division/wc> to print your certificate.

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252

VISIT OUR WEBSITE AT: www.colliertaxcollector.com

THIS RECEIPT EXPIRES

SEPTEMBER 30, 2021

SEE PLACE

ATION

35-6785

CGC1521302

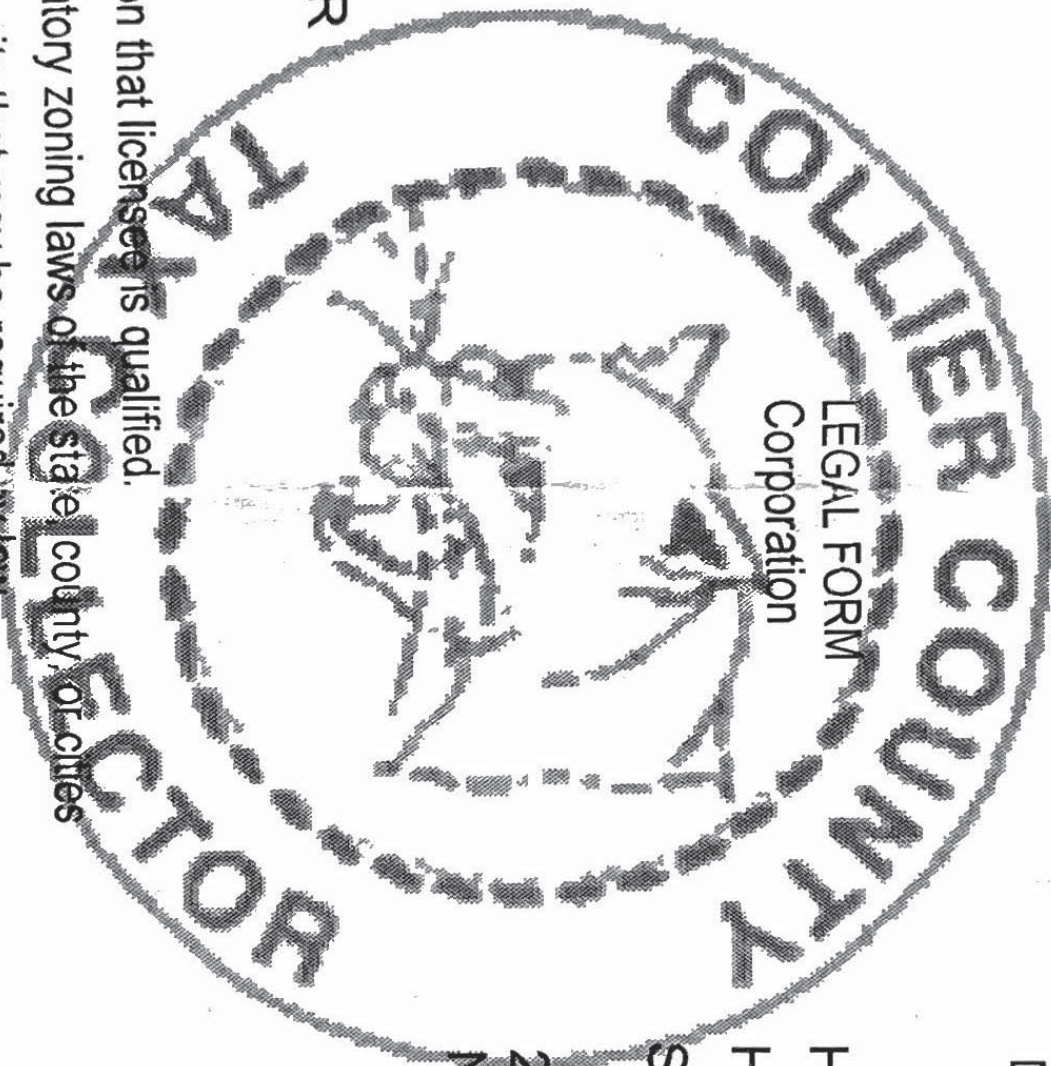
GENERAL CONTRACTOR

5100101

tax only. This is not certification that licensee is qualified.

to violate any existing regulatory zoning laws of the state, county, or cities

from any other taxes or permits that may be required by law.



DISPLAY AT PLACE OF BU

FAILURE TO DO SO IS

HOME BUILDING SE

HBS CONSTRUCTION

SPREHE, ROBERT S

215 MELROSE PLAC
NAPLES, FL 34104

-THIS TAX IS

DATE

AMOUNT

RECEIPT

Rob S

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
10/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (855) 222-5919 (A/C, No, Ext): E-MAIL support@nextinsurance.com ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : State National Insurance Company, Inc.		12831
INSURED HBS Construction 368 Ashbury Way Naples, FL 34110	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 9788728**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			NXTCX1SXZ0-01-GL	10/12/2021	10/12/2022	EACH OCCURRENCE	\$1,000,000.00
	☐ CLAIMS- ☒ MADEOCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$10,000.00
	3GREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000.00
	GE	ICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE	\$2,000,000.00
	☒ IER:						PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions			NXTCX1SXZ0-01-GL	10/12/2021	10/12/2022	Each Occurrence:	\$25,000.00
							Aggregate:	\$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance.

HBS Construction
368 Ashbury Way
Naples, FL 34110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



AUTHORIZED REPRESENTATIVE

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HBS Construction, Inc. (HBS) is a family owned and operated full-service general contracting company operating throughout the state of Florida. HBS is fully licensed and insured. The business was established in 1997 as kitchen and Bath remodeling company and has grown into a full-service general contracting company with an established group of subcontractors who are capable of tackling turn-key construction projects from the least complex to most complex multi-trade, multi-tasking projects. Project delivery methods include traditional Design-Bid-Build; Design-Build; and Construction Management.

Design-Build construction forms a significant portion of our work. By reducing our client's dependence on multiple vendors, including third-party consultants, HBS has earned a reputation as a reliable, single-source provider of professional design and construction services. HBS supports its clients from initial consultation in the early design stage, through pre-construction and bid phases, the construction phase, to punch lists and final close-out

The company has a thorough understanding of the latest construction techniques and technologies, and uses state-of-the-art computer systems and software necessary to plan and manage all phases of the construction process. The company's in-house capabilities include architectural and structural design, engineering inspections, construction estimating, budgeting, scheduling, cost analysis, value engineering, financial controls, permit expediting, construction drawing management, and complete project management.

As the leaders of the company, Adam Mount and Robert Sprehe provide over 50 years of combined construction, engineering, management, and design experience. Each provide a unique and complimentary set of skills to each and every project. HBS' leaders believe in creating a positive, collaborative working environment for our teams while still maintaining a family feeling during and after projects. We understand that the contributions of each individual create our collective success. Together, we lead by example and remain—at all levels of our organization—focused on the common goal of creating happy and lasting relationships.

HBS strives to operate by three core values:

- Integrity
 - o Honesty, sincerity, and hard work are the cornerstone of our effort to establish a long-term relationship with our clients. We bring our hearts, experience, credibility, and innovation to every project.
-  Communication
 - o We are always there for our client when they need us most. We truly understand the importance of communication and strive to be proactive rather than reactive with clients and their projects.
- Professional and Responsible
 - o We maintain a professional, experienced, and dependable staff and customer satisfaction is our priority above the bottom line. We are proud of our outstanding reputation for quality work.

Professional Experience:

Project: Pecan Apartments
922 E Brownlee St
Starke, FL



Role: General Contractor
Project Fee: \$900,000
Scope: Renovation of a 6 building 60 unit apartment complex including electrical upgrade, plumbing upgrade, re-roof, laundry facility renovation, landscape/site cleanup, interior update, window maintenance.

Project: Brooks Rehabilitation Center
6400 Brooks Bartram Dr
Jacksonville, FL 32258



Role: Special Inspector
Project Fee: \$50,000
Project Cost: \$37MM
Scope: Special inspections for structural main force resisting members on four story structural steel frame rehabilitation center.

Project: Baptist Hospital Pensacola
Pensacola, FL



Role: Structural Observations

Project Fee: \$90,000

Project Cost: \$350MM

Scope: Structural Observations for structural main force resisting members on cast-in-place concrete 602,000 sqft 10 story hospital and 178,000 sqft 6 story multispecialty center.

Project: Epiphany Center for the Arts
201 S Ashland Ave
Chicago, Illinois



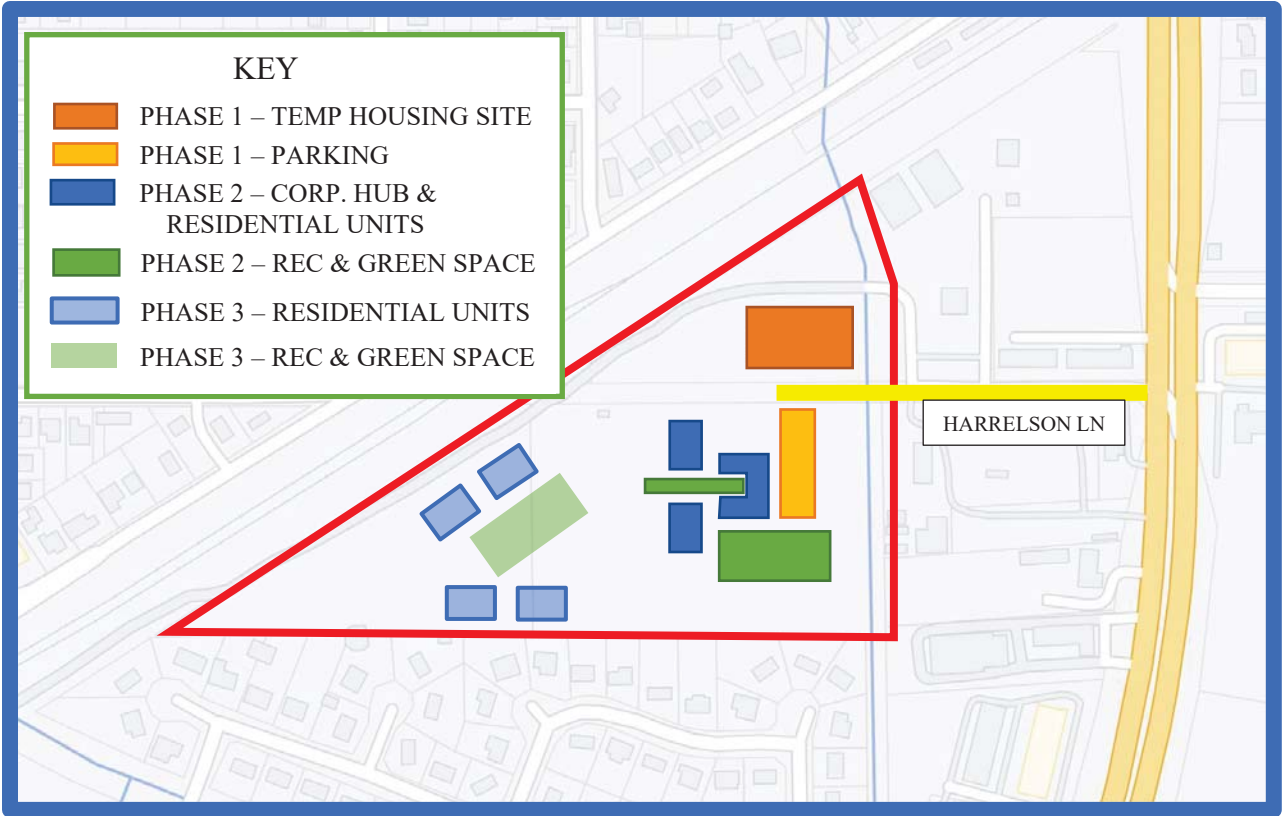
Role: Project Management

Project Fee: \$250,000

Project Cost: \$14.7MM

Scope: Construction Project Management for the rehabilitation and renovation of multiple buildings on a 42,000-square-foot campus including a historical renovation of a former 1885 Episcopal church.

Project Site: 1401 Harrelson Lane, Kissimmee, FL



CONSTRUCTION NARRATIVE

This narrative is written to provide a general project concept, the initial project timing, and details regarding the overall development. The proposed project is located SW quadrant of S John Young Parkway and Clay Street in Kissimmee, FL at the TOHO Water Authority site. A site vicinity map is included at the end of this narrative. The intent of this project is to provide housing focused emergency shelter and support services to persons experiencing homelessness. This project must work to ensure that people do not see the shelter as a place to stay indefinitely and ensure stays are short-term with a rapid return to permanent housing, while meeting other basic needs. The goal of this approach is to assist our community in transforming decentralized homeless services into a crisis response system that rapidly returns people who experience homelessness to stable housing and self-sufficiency.

The overall property acreage included within the offered location is 18 acres. Of that, the initial temporary housing facility will occupy approximately 3 acres, the corporate hub facility two housing buildings and green space/recreation areas will occupy approximately 8 acres, and the remaining 7 acres in the southwest corner of the property will remain available for future expansion of the facility.

The proposed temporary housing facility will be located on the northeast corner of the property and face the south. The facility will consist of temporary structures intended to be removed upon completion of the permanent Corporate Hub and Housing. A parking lot will be constructed at the south side of Harrelson Lane.

Three new buildings are being proposed on the 8 acre south property. One of approximately 20,000 square feet and two others of approximately 16,000 square feet. All buildings will be constructed using split face CMU, stone elements for accent, and Hardee Board Lap Siding.

Two green space/recreational areas will be provided extending from the Corporate Hub between the two residential buildings and at the west side of the Corporate Hub building. The proposed areas will contain walking paths, gardens, recreation fields and hardscapes.

Access to the site will be provided via one primary driveway extending from Harrelson Lane over a newly constructed vehicular bridge.

A future phase of the project will allow for four additional 16,000 sqft residential buildings for permanent placement of residents at the south end of the property.

Construction Budget	
Site Development	\$250,000
Corporate Hub Construction	\$3,500,000
Two Residential Housing Buildings	\$3,500,000
Total	\$7,250,000



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 11/1/2019

EXPIRATION DATE: 10/31/2021

PERSON: ROBERT S SPREHE

EMAIL: HBS.ROBERT.SPREHE@GMAIL.COM

FEIN: 593418597

BUSINESS NAME AND ADDRESS:

HOME BUILDING SERVICES INC

1010 E POWHATAN AVE

TAMPA, FL 33604

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager,
Construction Executive,
Construction Manager or
Construction Superintendent

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 74791

SPREHE, ROBERT STEPHEN

215 MELROSE PLACE
NAPLES FL 34104

LICENSE NUMBER: PE74791

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SPREHE, ROBERT S

HOME BUILDING SERVICES, INC.
1010 E POWHATAN AVENUE
TAMPA FL 33604

LICENSE NUMBER: CGC1521302

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BRANDON E. BOSCH

Davenport, FL 33837 ♦ (617) 987-1561 ♦ brxndcn@gmail.com

PROFESSIONAL SUMMARY

Correctional Officer able to manage dangerous and unruly criminals while focusing on maintaining safety and promoting rehabilitation.

SKILLS

- Central and pod control
- Criminal investigations
- Safety and security enforcement
- Search and seizure procedures
- Suicide prevention training
- Criminal law knowledge
- Inmate management
- Conflict resolution skills
- Correctional facility procedures
- Surveillance
- Dispatch
- Team-oriented
- File and records management
- Relationship building and management
- Self-defense techniques
- Criminal law
- Strong interpersonal skills
- Emergency response
- Security station experience
- Hazardous items knowledge
- Baggage inspections
- Behavioral observations
- Customer service and assistance
- Map reading and navigation skills
- Strong math aptitude
- Safe vehicle operation
- Public relations
- Social media expertise
- Adobe Creative Suite
- Digital imagery
- Visual design
- Digital design
- Graphic design
- Crisis intervention training
- Crime prevention

WORK HISTORY

Correctional Officer (40 hrs a week), 10/2019 to 01/2020

Florida Department Of Corrections – Polk City, FL

- Searched building and grounds, living quarters and work areas for contraband.
- Made rounds at specified intervals and conducted head counts and roll calls.
- Established positive working relationships and maintained boundaries with resident offenders.
- Verified facility security by inspecting plumbing, outside areas, locks and cells for potential hazards.
- Maintained custody and control of inmates housed in open bay security unit.
- Restrained inmates when disturbances required physical intervention.
- Built solid relationships with staff and residents to keep institution safe and secure.
- Completed dorm sanitation and maintenance checks and reported results to management.
- Observed behavior of residents individually and in groups.
- Issued cleaning supplies, comfort items, laundry and all basic meals.
- Observed and supervised inmates throughout visits, meal time, recreation, phone calls and showers.
- Tracked inmates through head counts, visitor logs and scheduled activities.
- Prepared, processed and maintained forms, reports, logs, records and activity journals.
- Reduced escape attempts, crimes and other hazardous activity through close observation and situational awareness.
- Managed officer assignments to ensure optimal productivity.
- De-escalated situations in institution to prevent further danger.
- Effectively interacted with staff, offenders, visitors and public to maintain security within facility.
- Inspected conditions of locks, window bars, doors and gates of correctional facility to ensure security and help prevent escapes.
- Conducted pat downs and strip searches of inmates and visitors to prevent contraband from entering facility.

Delivery Driver (40 hrs a week), 03/2019 to 09/2019

UBER Eats – Kissimmee, FL

- Completed rush deliveries on tight timetables to satisfy customer needs.
- Completed on-time deliveries by choosing best and most efficient routes.

- Maintained clean and orderly appearance while on shift.
- Used excellent listening and problem-solving skills to work with customers and quickly resolve concerns

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Delivery Driver (40 hrs a week), 12/2018 to 01/2019

Papa John's – Haines City, FL

- Completed rush deliveries on tight timetables to satisfy customer needs.
- Completed on-time deliveries by choosing best and most efficient routes.
- Maintained clean and orderly appearance while on shift.
- Used excellent listening and problem-solving skills to work with customers and quickly resolve concerns.

Transportation Security Officer (40 hrs a week), 10/2018 to 10/2018

Transportation Security Administration – Orlando, FL

- Operating various screening equipment and technology to identify dangerous objects in baggage, cargo and on passengers, and preventing those objects from being transported onto aircraft.
- Performing searches and screening, which may include physical interaction with passengers (e.g., pat-downs, search of property, etc.), conducting bag searches and lifting/carrying bags, bins, and property weighing up to 50lbs.
- Controlling terminal entry and exit points Interacting with the public, giving directions and responding to inquiries.
- Maintaining focus and awareness while working in a stressful environment which includes noise from alarms, machinery and people, crowd distractions, time pressure, and disruptive and angry passengers, in order to preserve the professional ability to identify and locate potentially life threatening or mass destruction devices, and to make effective decisions in both crisis and routine situations Engaging in continuous development of critical thinking skills, necessary to mitigate actual and potential security threats, by identifying, evaluating, and applying appropriate situational options and approaches.
- This may include application of risk-based security screening protocols that vary based on program requirements.
- Retaining and implementing knowledge of all applicable Standard Operating Procedures, demonstrating responsible and dependable behavior, and is open to change and adapts to new information or unexpected obstacles.
- Discretely observed behavior and demeanor of travelers and staff to screen for suspicious actions.
- Safeguarded transportation operations at commercial airports and railway stations.
- Adhered to strict screening techniques and procedures while conducting human screenings.
- Provided top-notch protection for traveling public by conducting tests for explosives residue.
- Authenticated boarding passes, identification and passports to prevent fraudulent travel.
- Engaged in casual conversations with individuals to assess and analyze behaviors.
- Interacted with public to give directions, explain rules and regulations and respond to inquiries.

Delivery Driver (40 hrs a week), 01/2018 to 03/2018

UBER Eats – Kissimmee, FL

- Completed rush deliveries on tight timetables to satisfy customer needs.
- Completed on-time deliveries by choosing best and most efficient routes.
- Maintained clean and orderly appearance while on shift.
- Used excellent listening and problem-solving skills to work with customers and quickly resolve concerns.

Brand Representative (40 hrs a week), 01/2012 to 03/2015

Karmaloop Inc. – Davenport, FL

- Communicated product value, quality and style to educate and entice potential customers.
- Snapped professional quality photographs to use on social media channels for promotional campaigns.
- Increased brand awareness through event marketing, demonstrations, sales and brand promotion.
- Reviewed and edited blog posts to guarantee high content quality.

Team Member (25 hrs a week), 01/2015 to 02/2015

Edible Arrangements – Winter Haven, FL

- Dipped chocolates.
- Put together arrangements to franchise standards.
- Followed store policies and procedures.
- Performed cleaning tasks in accordance with the cleansing standards.
- Worked as a team player.
- Kept work areas clean, organized and safe to promote efficiency and team safety.
- Successfully communicated with all team members to navigate job duties and complete daily tasks.

EDUCATION

Associate of Applied Science: Criminal Justice Technology, Expected in 07/2021
Polk State College - Winter Haven, FL

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Bachelor of Applied Science: Criminal Justice
Kaplan University - Davenport, IA

High School Diploma: 06/2016

Ridge Community High School - Davenport, FL

- Member of Future Farmers of America
- Member of School's news channel

CERTIFICATIONS

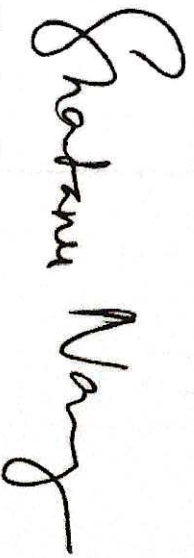
Adobe Certified Associate in Video Communication using Adobe Premiere Pro CS6
Adobe Certified Associate
in Visual Communication using Adobe Photoshop

Brandon Eric Bosch

has successfully completed the training requirements to be recognized as an

Adobe Certified Associate
Visual Design using Adobe Photoshop® CC 2015

Completed on May 13, 2016



Shantanu Narayen
President and Chief Executive Officer
Adobe

Brandon Eric Bosch

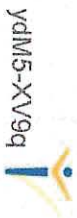
has successfully completed the training requirements to be recognized as an

Adobe Certified Associate
Video Communication using Adobe Premiere® Pro CS6

Completed on January 14, 2016



Shantanu Narayen
President and Chief Executive Officer
Adobe



ydM5-XV9q

verify.certiport.com



CERTIFIED ASSOCIATE

PROFESSIONAL SUMMARY

Dedicated and highly motivated professional with strong organizational and communication skills with the ability to work in a fast-paced environment. Easily adaptable to change, driven to meet challenges and exceed customer and employer expectations while demonstrating the highest level of professionalism. Personable team player, equally able to lead or follow instructions. Searching to transition into a career opportunity within a progressive and professional organization that focuses on employee development and constantly expanding knowledge to provide greater value to customers. ***Core competencies includes.***

- Strong interpersonal skills
- Strong communications
- Flexibility
- Large catering operations
- Fostering Teamwork
- Customer Orientation
- Proven Team Builder
- Analytical Thinking
- Adaptable
- Time management skills
- Multitasking
- Initiative and innovative
- Organized and trustworthy
- Attention to detail
- Food service industry
- Detail oriented
- Managing Change
- Result driven

WORK HISTORY

Collection Manager/ Volunteer Coordinator

- Interviewing and hiring both volunteer and intern candidates.
- Maintaining the Museum's digital data base.
- Accessioning and cataloging all items donated and/or loaned to the museum.
- Maintaining records concerning demographics of patrons of the museum.
- Maintaining membership records.
- Publishing newsletters and PSAs in regard to Museum news and upcoming events.
- Staffing the admissions desk and gift shop.
- Planning and fabricating new exhibits and displays.

Office Manger

- General Office work.
- Tracking of orders and shipments.
- Calendaring meetings and appointments for designer.
- Filing and filling out reports.
- Compiling client data.
- Creating Mailing lists and coordinating delivery of advertising materials.

Head Chef

- Full service top quality catering company, serving clients from 100 guests to 2000.
- Supervised kitchen and staff.
- Responsible for menu prep/planning.
- Ordering, scheduling, shipping and on-site preparation and serving.

EMPLOYMENT HISTORY

11/2007 - 01/2021 Collection Manager/ Volunteer Coordinator	Museum of Military History, Inc. Kissimmee, FL
03/2008 - 09/2008 Marketing Representative	The Home Service Store Kissimmee, FL
03/2006 - 03/2008 Office Manger	Decorating Den Orlando, FL
01/2006 - 03/2006 Assistant Manager	Sovran Acquisitions Orlando, FL

EDUCATION

Food Service Management and Nutrition Vocational School Certificate	Laboure' College Boston, MA
High School Diploma General Curriculum Studies	West Roxbury High School, Boston, MA

CONTACT

 Davenport, FL 33837

 863-236-8438

 Adelin2760@gmail.com

SKILLS

- Relationship Building
- Financial Calculation and Analysis
- QuickBooks
- Accounts Payable
- Accounts Receivable
- Record Reconciliation
- Attention to Detail
- Proactive and Self-Motivate
- Precision and Accuracy
- Customer Relations
- Microsoft Office
- General Ledger Management
- Personal Bookkeeping
- Payroll Preparation and Processing
- Word Processing
- Handling Confidential Materials

To seek and maintain a full-time position that offers professional challenges utilizing interpersonal skills, excellent time management and problem-solving skills. Hardworking and passionate job seeker with strong organizational skills eager to secure entry-level all position in any environment. Ready to help team achieve company goals. Medical field internship opportunity to expand skills and gain valuable real-world experience. Experienced Nursing with over the years of experience in Medical. Excellent reputation for resolving problems and improving customer satisfaction. Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals. Consistently meets or exceeds goals through insightful decisions. Talent for calmly managing fast-paced, high-volume work with continuous demands. Dedicated to patient satisfaction and delivering quality support to clinical staff. Sensitive, caring and professional attitude toward staff, patients and families. Clear communicator and expert problem-solver ready to tackle challenging healthcare work. Background working well in teams or alone to achieve results and meet expectations in performance-oriented environments. Realistic about challenges facing today's healthcare teams and optimal strategies for healthcare delivery.

WORK HISTORY

January 1993 to February 1996

Bookkeeping Assistant *Bamsie*, Brockton, MA

- Validated and recorded invoices and resolved discrepancies with vendors.
- Prepared and mailed account statements to vendors and kept meticulous correspondence documentation.
- Served as key holder and performed related functions in accordance with safety and security policies.
- Assisted management with administrative aspects of hiring and onboarding new hires and temporary staff.

- Processed employee and contractor expense reimbursements quickly, enabling payments within the company.
- Received and delivered incoming accounting department mail to appropriate staff members.
- Assessed data and information to verify entry, calculation and billing code accuracy.
- Tracked financial progress by creating quarterly and yearly balance sheets.
- Analyzed, constructed and calculated daily accounting records, payroll and sales transactions.
- Assisted day staff by completing daily computer backups, virus checks and program updates.

March 1989 to October 1992

Home Health CNA *Brockton Visiting Nurses*, Brockton, MA

- Performed ambulation and exercise and completed household services to help patient maintain routine and lifestyle in familiar home environment.
- Checked vital signs and administered prescription medication under guidance and supervision of skilled nursing staff to facilitate basic health care services.
- Worked collaboratively, functioned as effective member and encouraged and supported fellow team members to reach common goals.
- Provided care to patients throughout lifespan with consideration of aging processes, human development stages and culture.
- Oversaw and maintained patients' rooms, group living areas and nurse stations
- Promoted good oral and personal hygiene by aiding patients with shaving, bathing and teeth brushing

June 1987 to April 1989

Bookkeeping Clerk *Hit Or Miss*, Brockton, MA

- Reconciled account information and reported figures in general ledger by comparing to bank account statement each month.
- Used accounting software to prepare weekly and monthly financial reports.
- Investigated daily variances and corrected errors to resolve discrepancies.
- Completed weekly check runs and maintained accounting ledgers by verifying and posting account transactions into

accounting system.

- Reviewed general ledger entries and assessed accuracy.
- Supervised daily bookkeeping operations with attention to accounts receivable, accounts payable, banking reconciliation and disbursements.

May 1979 to February 1986

Accounts Payable Clerk *Allyn And Bacon, INC*, Newton Wellsley, MA

- 3Applied proper codes to invoices, files and receipts to keep records organized and easily searchable.
 - Investigated daily variances and corrected errors to resolve discrepancies.
 - Prepared vendor invoices and processed incoming payments.
 - Reconciled processed work by verifying entries and comparing system reports to balance numbers.
 - Maintained good working relationships with vendors and resolved disputes.
 - Maintained account accuracy by reviewing and reconciling checks monthly.
 - Tracked financial progress by creating quarterly and yearly balance sheets.
 - Processed nightly bills, checks and vendor payments, maintaining detailed records and receipts.
 - Computerized recordkeeping systems, initiating and maintaining financial accurate and current tracking in Excel
- Do payroll payment within the Company

EDUCATION

January 1980

License CNA

Red Cross, Boston, MA

Some College (No Degree) Register Nurse

Massasoit Community College, Brockton, MA

- Continuing education in Nursing
- Dean's List 1978

June 1976

High School Diploma

Copley Square High, Boston, MA

September 1975

Page 485 of 1036

Certificate Medical Secretary

Dorchester Training Center, Dorchester, Mass

Ileana Ramirez

118 Rosewood Street Apt 1 Syracuse, NY | 334-200-6478 | ileana.genesis.jasmine@gmail.com

Objective

- Fully bilingual (English/ Spanish) individual with more than 7 years of working experience, with a team player and quick learning qualities.

Education

ASSOCIATE DEGREE | MAY 2001 | CARIBBEAN UNIVERSITY, BAYAMON, PR

- Major: Culinary Arts

HIGH SCHOOL DIPLOMA | MAY 1992 | MIGUEL DE CERVANTES, BAYAMON, PR

Skills & Abilities

CUSTOMER SERVICE

- Proficient customer service, organizational, multi-tasking.
- Work well under pressure, either in supervised or non-supervised position.

COMPUTER SKILLS

- Basic computer skills, use of printer and fax.

COMMUNICATION

- Bi-Lingual (English/Spanish) – both written and spoken.

Experience

FOOD SERVICE| COMPASS GROUP | NOV 2020 – PRESENT

- Operated the cash register. Examine filled tray for completeness and place on cart for delivery to hospital patients.

FOOD SERVICE | SYRACUSE SCHOOL DISTRICT | SEP 2019 – NOV 2020

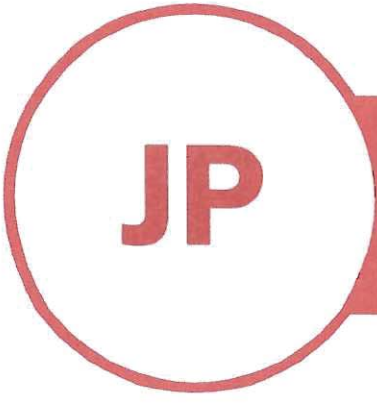
- Performing preparation duties, cleaning and organizing work area, equipment and utensils. Followed guidelines to ensure adequate portion control. Operated the cash register.

LINE WORKER | WAYNE'S FARMS | OCT 2016 – MAY 2018

- Cone line worker, boneless deboning. Leg quarter line, and packaging. Load materials and products into package processing equipment.

TEACHER'S AIDE | NACOGDOCHES HIGH SCHOOL, NACOGDOCHES TX | AUG 2015 – MAY 2016

Aided students with special needs, such as non-English speaking students or those with physical and mental disabilities. Supervise students in classrooms, halls, cafeterias, school yard, and gym, or on field trips. Tutor and assist children individually or in small groups to help master assignments and reinforce learning concepts presented by teachers. Enforce administration policies and rules governing students. Discuss assigned duties with classroom teachers to coordinate instructional efforts. Instruct and monitors students in the use and care of equipment and materials to prevent injuries and damage. Observes students' performance and record relevant data to assess progress.


JP

Jessica M. Pabon
339 Shad Way Kissimmee FL 34759 | 407-780-8894
jessicapabon2006@gmail.com

OBJECTIVE

Seeking to obtain an employment with a well-established organization, where I may fully utilize my skills and abilities.

SKILLS

- Management / Leadership
- Training and development
- Sales
- Communication
- Public speaking
- Organization
- Design planning / Creativity
- Event planning
- Bookkeeping
- Teamwork
- Customer service
- Prior authorization
- Benefits
- Bilingual Spanish and English

EXPERIENCE

CHURCH AND COMMUNITY ASSISTANCE PROGRAM • OFFICE MANAGER JUNE 2021- CURRENT

- Overseeing general office operation.
- Greeting visitors, answering a high-volume of incoming phone calls and delivering world-class service to our customers.
- Coordinating appointments and meetings and managing staff calendars and schedules.
- Supervising, mentoring, training, and coaching our office staff and delegating assignments to ensure maximum productivity.
- Purchasing office supplies and equipment and maintaining food pantry.
- Producing reports, composing correspondence, and drafting new contracts.
- Creating presentations and other management-level reports.

ACCREDITO • CIGNA • NOVEMBER 2020 – JUNE 2021

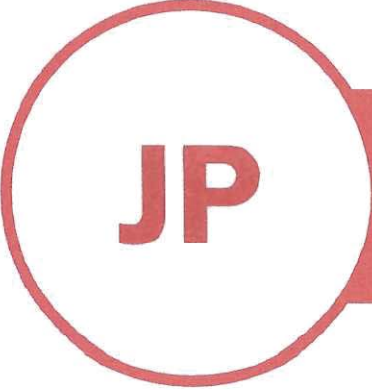
I am a Patient care advocate PCA I handle calls at the calling center where I deal with Prior authorizations for specialty medicines for primary therapies or neuroscience therapies. I coordinate and schedule delivery to patients houses and doctor's office. Handle high volume of calls as a customer service rep. Every second is being recorder and time sensitive. Quality is also reviewed for each call.

NEIGHBOR MD • MID FLORIDA ADULT MEDICINE • FEBRUARY 2020 – NOVEMBER 2020 LUIS ALVARADO MD. 787-955-9458 ARNP ZAPATA 305-731-0223

- Care Coordinator- Front and back desk position
- Check in and check out.
- Collect payment.
- Check benefits and billing.
- Answer phone calls.
- Prep the patient.
- Hedis measures for Medicare and Medicaid.
- Prior authorization.
- Scribe and charting.
- Customer service.

ADMINISTRATIVE PASTOR AT HOUSE OF EVERY NATION • 2011 TO 2019

- Coordinating and event planning
- Bookkeeping



JP

Jessica M. Pabon
339 Shad Way Kissimmee FL 34759/ 407-780-8894
jessicapabon2006@gmail.com

- Leadership and training development
- Speech / communicating skills.
- Counselor
- Confidentiality

POINCIANA EYE CENTER • BILLING AND CODING MANAGER / SALES • 2007 TO 2011 MANAGER WALESKA CAMACHO 864-735-2441

- Billing and coding
- Management
- Dispensing
- Sales
- Customer service
- Bookkeeping

MAIL CARRIER • USPS • CONROY WINDERMERE POST OFFICE 34786 • 2005-2007 SUPERVISOR MICHAEL D SUTTON / PAT WHIDDEN

- Mail carrier, HCR route, contracted route
- Organize incoming & outgoing mail (High Volume)
- Deliver mail & packages (rain or Shine)
- Fast paced high pressure environment (time scheduled)
- Customer service

EDUCATION

OPTICIAN PROGRAM • HILLSBOROUGH COMMUNITY COLLEGE • 2007-2008

Completed 1 year of schooling and entered apprenticeship in the optician program.

NON-PROFIT ADMINISTRATION • FLORIDA CHRISTIAN COLLEGE • 2011-2013

- 2 years of theology
- 1 year of non-profit administration


DC

DANNA MAYLLIE CAMACHO

1951 BIG BUCK DR. ST CLOUD, FL 34772 | 407-520-8461
DANNA8567@GMAIL.COM

OBJECTIVE

To advance in an environment where my skills and loyalty will be rewarded with productive career opportunities and advancement that will help me achieve my full potential as a professional where I can effectively utilize my expertise in people relations and staff leadership. To use my God given gifts and talents to expand God's Kingdom and set an example of a better quality of life.

REFERENCES

Mayor Olga Gonzalez
(407) 301-5089
Joyce Escobar
(407) 451-7953
Yvonne Bosch
(407) 924-7738

EXPERIENCE

EXECUTIVE DIRECTOR/PASTOR • CHURCH AND COMMUNITY ASSISTANCE PROGRAM, INC. • JUNE 2021 – CURRENT • 407-750-6017

Collaborate with the board of Directors to identify, create and implement strategic plans to actualize business objectives. Identify, recruit, train and develop a talented team of volunteers and employees who can lead critical departments and manage strategic business functions. Monitor company operations and ensure business practices comply with regulatory and legal requirements. Develop the organizational culture and promote transparency and collaboration throughout the organization. Develop partnerships with company stakeholders, shareholders, industry regulators and other relevant parties. Identify potential risks and opportunities within the organization and its environment to protect business interests. Identify potential sources of investment and organize fundraising efforts. Represent the company at social and corporate events in ways that strengthen the brand and communicate the company's message.

***November 2011 – June 2021;** Prior to being appointed as Executive Director I volunteered assisting as a Leader and as an Outreach Pastor to this Nonprofit with diverse assigned functions.

LEGAL ASSISTANT/ OFFICE MANAGER • THE TINSLEY CRIMINAL DEFENSE TEAM • APRIL 2017 – NOVEMBER 2020 • 407-933-2020

To facilitate onsite Notary Public services for our clients. Reviewing and updating confidential information in order to enhance the effectiveness of our legal objective such as: monitoring trial proceedings; gathering evidence, settlement options; meeting deadlines; documenting actions; inputting information into the various file database and case management software systems. While coordinating daily operations and procedures of our office such as but not limited to; Human Resources, weekly payroll, accounts

EDUCATION

Dr. Alfredo M. Aguayo
High School
May 1985 (Diploma)
Ponce, Puerto Rico

Universidad
Interamericana
Criminal Justice
August 1993 - May 1996
Ponce, Puerto Rico

Florida Christian College
Non-Profit Mgmt. /
Theology
August 2011 - May 2014
Kissimmee, Florida

VOLUNTEER EXPERIENCE OR LEADERSHIP

-AmeriCorps Community
Education Award/
Education Ambassador
-Project Matthew
Outreach/President
-Church and Community
Assistance Prog/Formal
President/Advocate
-Caribbean American
Diaspora Inc.
Chair of Puerto Rico
Affairs

payable/receivable. QuickBooks and banking reconciliations performed daily. In-coming and outgoing responses to high flow of correspondence, individualized case management, customer service, telephone calls and conferences. Environment is always stressful and fast paced.

SENIOR PASTOR/ OUTREACH MINISTRY LEADER • HOUSE OF EVERY NATION MINISTRY • OCTOBER 2011 - OCTOBER 2019 • 407-520-8461

Faith Based Leader & Advocate for the homeless and less fortunate families that are currently displaced because of economic hardships. Integrate Resources with local and governmental agencies to develop an individualized strategy to connect people with effective resolutions to promote or provoke self-sufficiency. Managing, training and developing many diverse volunteers. Public speaking, outline preparations, coaching and mentoring. Fundraising, budgeting and crisis resolution and development. Individualized spiritual, emotional and psychological care and support. Prepare weekly and monthly donation reports. Track monthly costs (e.g. payroll, volunteer expenses, travel and equipment expenses). Coordinate trainings and continue education for the volunteers.

AUGUST 2011 – DECEMBER 2006

POINCIANA EYE CENTER – OFFICE MANAGER (864) 735-2441

I owned and personally operated the Poinciana Eye Center. We were staffed with an Optometrist, an Assistant Manager, two Eyewear Consultants, an Ophthalmic Technician to assist the Doctor, two Front Desk Clerks and myself. My responsibilities and functions were but not limited to; Daily preparations of weekly and monthly schedules, payroll, incoming and outgoing inventory, accounts receivable, accounts payable, budgeting, staff training and developing with continuing education to achieve proficient optical skills and engaged employee relations. Our office was very fast-paced and required a lot of flexibility from the entire staff. Overlapping of job positions was a must. Requesting and processing a high daily flow of insurance documents and medical insurance approvals before and after each patient. Daily closeouts and reconciling of the medical side and retail side of the business. Creating initiatives to motivate and facilitate on-site training and development of Sales Technicians and Opticians in order to provide an excellent patient experience. Educating staff with as much optical knowledge and equipment information as possible. Assist patients with dispatching and fitting glasses, tweaking of Rx if needed to re-evaluate, discussing lens materials, contact lenses, etc.

OTHER WORK EXPERIENCE

**NOVEMBER 2005 – NOVEMBER 2000
UNITED STATES POSTAL SERVICE – RURAL CARRIER (407) 876-2344**

**1997 – 2000 J.A. MACHUCA & ASSOCIATES – SOCIAL SERVICES
PUBLIC HOUSING PUERTO RICO - HUD (787) 322-5522**

**1993 – 1996 QUALITY TROPHY – ENGRAVER - OFFICE MANAGER
PONCE, PUERTO RICO (787) 841-0598**

**1989 – 1991 MCGRAW HILL PUBLISHING – CUSTOMER SERVICE
REPRESENTATIVE**

JOYCE ESCOBAR

Kissimmee, FL 34741

(407) 451-7953 - escobar4312@gmail.com

PROFESSIONAL SUMMARY

Motivated medical professional with a demonstrated record of success in laboratory analysis of biological samples. Detail-oriented and systematic with a highly organized nature. Reliable professional with experience in healthcare environment. Expertly assist with office operations and physician support by gathering patient information and scheduling.

SKILLS

- Monitoring patient progress
- Diagnostic equipment expertise
- Insurance claims
- EMR / EHR
- Patient communication
- Patient appointment management
- Patient Scheduling
- Dementia and Alzheimer's knowledge
- CPR/BLS
- Phlebotomy
- CPRS
- VISTA
- Professional demeanor
- Organization skills
- Telephone skills

WORK HISTORY

02/2021 to Current **Advanced Medical Support Assistant**

VA Hospital – Orlando, FL

- Provided backup support to office staff by completing billing and filing tasks, answering phones and scheduling appointments.
- Assisted physician with diagnostic and therapeutic procedures by collecting laboratory specimens and changing wound dressings.
- Built positive rapport with patients to make patients feel comfortable during uncomfortable procedures.

03/2019 to 02/2021 **Phlebotomist**

VA – Orlando, FL

- Protected patients by following infection control, sharps disposal and biohazardous waste disposal procedures.
- Drew blood from veins by vacuum tube, syringe or butterfly venipuncture methods.

- Assisted with office procedures by monitoring patient flow, performing telephone screening and maintaining sample drug lists.
- Collected blood samples using vacutainer tubes, tourniquets, syringes, butterfly needles, and straight needles.
- Maintained exam rooms by ordering supplies, transporting specimens, washing and packing instruments and changing solutions.

06/2018 to 01/2019 **Phlebotomist**

IMA Medical Group – Kissimmee, FL

- Assisted with office procedures by monitoring patient flow, performing telephone screening and maintaining sample drug lists.
- Protected patients by following infection control, sharps disposal and biohazardous waste disposal procedures.
- Organized daily work based on collection priority.
- Spoke with patient to gather information for lab records, reduce fear or anxiety and optimize cooperation.

11/2017 to 06/2018 **Phlebotomist**

Apex Labs – Daytona Beach, FL

- Assisted with office procedures by monitoring patient flow, performing telephone screening and maintaining sample drug lists.
- Drew blood from veins by vacuum tube, syringe or butterfly venipuncture methods.
- Protected patients by following infection control, sharps disposal and biohazardous waste disposal procedures.

11/2013 to 11/2017 **Phlebotomist**

Vista Mobile Service – Orlando, FL

- Spoke with patient to gather information for lab records, reduce fear or anxiety and optimize cooperation.
- Storage and transportation of patient specimens and samples according to the departmental procedures using standard techniques and equipment.
- Pediatric, Autistic, Down Syndrome, Stats ect.
- Assisted with office procedures by monitoring patient flow, performing telephone screening and maintaining sample drug lists.
- Drew blood from veins by vacuum tube, syringe or butterfly venipuncture methods.
- Protected patients by following infection control, sharps disposal and biohazardous waste disposal procedures.

May 10,2016-Current Images From Heaven

- Take professional pictures in a studio or on location
- Work closely with clients and colleagues to produce high-quality photographic images
- Use different techniques to enhance the photographs as required
- Use photo manipulation software such as Adobe Suite to get desired results
- Recommend creative ideas to exceed expectations of goals and worked as a volunteer for Project Matthew and CCAP since then capturing every important moment of every event for the community. I also have been working as outreach representative.

EDUCATION

08/2013	Certificate: Phlebotomy Professional Academy of Health - Kissimmee, FL
08/2013	High School Diploma Francis Lewis High School - Fresh Meadows, NY

Yvonne Bosch

Address

City

State

Zip

Objective

I am seeking a position in a company that offers a challenging environment and a chance to grow. I am a motivated individual with a strong background in customer service and sales. I am looking for a position that will allow me to utilize my skills and experience to the fullest.

Qualifications

I have a strong background in customer service and sales. I have worked in a retail environment for over 10 years. I have a proven track record of exceeding sales goals and providing excellent customer service. I am a team player and a strong communicator. I am looking for a position that will allow me to utilize my skills and experience to the fullest.

Education

I have a high school diploma from [School Name].

I am currently attending [School Name] for my undergraduate degree.

I have completed a course in [Course Name] at [School Name].

Relevant Experience

OD Tech [Company Name] [City, State] [Start Date] to [End Date]
Provide customer service, answer phone, and make appointments, patients' check in, verify Third Party Insurance, sales of spectacles and contact lens to patients, dispensing of products.

[Company Name] [City, State] [Start Date] to [End Date]
Provide customer assistant, answer phone, and make appointments, patients' check in, verify Third Party Insurance, sales of spectacles and contact lens to patients, dispensing of products.

Cashier, Customer Service, Front-End Supervisor, Rojack's Supermarket. Attleboro, MA, October 2002 to August 2003. Provided cashiers with answers to issues regarding their duties

Encoder, Quality Assurance, Batchers, Training, Fiserv Inc., Braintree, MA, April 1998 to April 2000. Processed and encoded bank teller and customer transactions for accuracy.

Nutrition Assistant, Program Assistant, IC Program. Brockton MA November 1991 to June 1998. Discreetly collected and charted information from clients, while evaluated children growth and nutrition intake to identify health needs.

Teacher Aid, Office Assistant, Brockton Early Intervention Program, Brockton, MA. August 1991 to November 1991. Assisted Therapists in group sessions and Processed insurance claims.

Teller, Assistant Head Teller, Proof Encoder, Shawmut Bank, B.A. Brockton, MA November 1981 to April 1991. Randomly assisted head teller in supervisory duties and notified customers and tellers of adjustments made to their accounts. Encode teller and customer transaction for accuracy.

References Available Upon Request.

Ada H. Carmona

285 Edisto Place Apopka, FL. 32712 acibiz101@gmail.com 407-304-7693

SUMMARY:

Business consultant/analyst and grant writer, experienced in business development, one-on-coaching, compliance training with state and federal filings. Analyze funding packages. Self-driven pro-active ability to work effectively and independently. Prepare written responses to RFP questions, corporate initiatives, concept development, communications, and support. Possesses excellent communication skills with a strong ability to build relationships as well as meet deadlines.

EXPERIENCE:

Across Connection International, Inc.

2004-Current

Consultant/Grant Writer/Business Development

Proactively consult with a new startup business, providing technical assistance, legal compliance, and training, along with organizational evaluation. Maintain accurate and complete contractual records consistent with internal policies.

Streamline daily processes to include strategic planning, capacity building, licensing, incorporation, federal filings, non- profits status, fundraising, business plans, and grant acquisitions.

Strategic planning and organizational evaluation, non-profit governance.

Church And Community Assistance Program (CCAP)

2021-Current

Project Coordinator/Business Development/Grant Writer/Compliance Trainor

Proficient in Business Consultant, development, Legal compliance, grant acquisition and writing.

Compliance of contractual obligations. Maintain communications to ensure timely contract executions.

Contract practices, training, and negotiations with company personnel. Creating a cross functional team environment to ensure risk and contract issues are appropriately identified and addressed in a timely manner. Grant writer, business plans, implementing structural goals, and budgets.

Hispanic Resource Link Inc.

2010-2011

Project Coordinator

Experienced consultant with US Department of Health and Human Services (Hispanic Capacity Project) helping Faith-based organizations developing effective programs and services. Recruit community participants, secure community resources, promote services in community- media relations, Staff, and volunteer's trainer, organize and facilitate activity sessions, plan and organize evaluation of programs, and assist executive director and advisory board in business plans, capacity building and strategic planning.

Esperanza U.S.A.

Consultant/Business Compliance Liaison

2004-2006

Consultant leading capacity training in legal governance and compliance, liaison of between internal and external community of networks. Complying with federal regulations, policies, procedures, standards, and practices.

Strategic creator, planning implementing special programs such as Hispanic Initiative Planning; (Hispanic Capacity Project). Provided technical assistance, grant writing, board governance, legal structure, and strategic planning. Worked with the following organizations under this project: ACI International; Un Toque De Dios; CCAP; Ebenezer and Endless Possibilities.

Education- St. Jude Academy-Business /Grant Writer



August 30, 2021

Addendum No. 1

Project: EMERGENCY SHELTER/BRIDGE-HOUSING AND HOMELES SERVICES

Bid No: RFP2021-007

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link

Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

To ensure correct information formatting:

- Submit electronically through myvendorlink.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Vendor Link technical support at support@evendorlink.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message you have requested updates and/or information for a particular project or service which can be obtained by registering with <https://www.myvendorlink.com/common/register.aspx>. Registering with myvendorlink will ensure that you receive notifications, and of any changes to an advertised solicitation.

DemandStar:

To ensure correct information formatting:

- Submit electronically through demandstar.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Demandstar technical support at support@demandstar.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message, you have requested updates and/or information for a particular project or service which can be obtained by registering with <https://www.demandstar.com/registration>. Registering with Demandstar will ensure that you receive notifications, and of any changes to an advertised solicitation.

It shall be the sole responsibility of the bidder to have their bid electronically delivered to Procurement Services Division for receipt on or before the above stated time and date.

All proposals shall be opened and read publicly thru a video Platform on October 15, 2021 at 2:00 p.m.

RFP2021-007 EMERGENCY SHELTER/BRIDGE-HOUSING AND HOMELESS SERVICES Bid Opening

When: Oct 15, 2021 02:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/tZcpcu2ggj0qGt3aWa5NDfRgFLg0YDujPGTJ>

After registering, you will receive a confirmation email containing information about joining the meeting.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.



Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) No 1 (IF APPLICABLE)

COMPANY NAME Church and Community Assistance
COMPANY ADDRESS 105 Orlando Ave, Kissimmee FL 34741
Program Inc

BY: Dannam Carnacho DATE: 10/10/2021
(signature) Executive
Dannam Carnacho Director EMAIL: dannacorp2021@gmail.com
(typed name/title of signer)

Dannam Carnacho
(Signature)



September 14, 2021

Addendum No. 2

Project: EMERGENCY SHELTER/BRIDGE-HOUSING AND HOMELESS SERVICES
Bid No: RFP2021-007

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and/or revisions, which shall take precedence over the original documents.

Question: Does the City have inventory on housing or low income housing in the City of Kissimmee that we could work with so that people coming into the shelter would have options in our community for low income housing.

Answer: The City of Kissimmee does not maintain a housing or low-income housing inventory. The City of Kissimmee does not provide direct services.

Question: In the 2.4 million is there a way to break out those for different type of funding or just know if all of them qualify for new construction?

Answer: CBB-CB Capital 1,300,000
 CBB Capital 1,000,000
 SP Capital 190,000
 ME Services 100,000 Tenant Based Mental Assistance

Question: Option 3 has a phase 1 & 2 environmental been done on the property and is that available to be reviewed before an organization decides what options they want to go with?

Answer: An environmental assessment has been done on the property and there is a small amount of contamination on the site. As part of the process, the city is going to address the remediation.

Question: Is that remediation part of the 9.4 million, or is it outside of that?

Answer: It is outside of that, environmental information attached.

Question: Does the non-profit have to be in operation for more than 3 years for this RFP?

Answer: Yes

Question: If a non-profit decides to join together to have the 3 years to make a collaborative effort together would that be allowed?

Answer: One of the entities in the collaborative effort will need to be in operation for at least 3 years.

Question: Can you provide additional information on Option 2, has the City of Kissimmee identified property?

Answer: We do not have property secured at this time for option 2.

Question: If a respondent proposed a site but was looking at Option 2, how would we go about that?

Answer: Propose the purchase as part of your proposal. If the proposal is selected, the City will work with respondent to determine the best option and process to issue funding based on the cost and investment of the project.

Question: Was the city got a minimum set of standards that it would need to meet?

Answer: All proposed construction will be subject to City of Kissimmee or Osceola County Development Standards.

Question: Option 1 reads, "All site improvements must meet funding source's regulations, City of Kissimmee multifamily development standards, and best practices for hotel/motel conversions and facility design."

Are those defined more by the city as well that we could access before submitting a proposal?

Answer: All proposed construction will be subject to City of Kissimmee or Osceola County Development Standards and State of Florida Building Codes. At this time, the City does not have a code specific to hotel/motel conversions but all applicable codes can be found in Part 3 and will be reviewed on a case by case basis. <https://library.municode.com/fl/kissimmee/codes/code-of-ordinances>

Question: Can we have a copy of the funding source regulations, the grant rules you will be utilizing?

Answer: Yes

Question: The contamination on the developable land impacts how much of the actual usable land?

Answer: Full remediation does not impact the developable land.

Question: Page 1 □ 3. □ Item I is that final □ The 2 □ salary capped will stand for the □ years □

Answer: This was a requirement before the height of the pandemic. In order to ensure a quality proposal is submitted, please propose your budget and document the concerns & explanation with the salary cap in your submittal.

Question: Will the same committee that reviews the proposals review the design □

Answer: The design standards will be received by Development Services to make sure that what is being proposed is feasible, then it will go to the evaluation committee.

Question: Environmental remediation is there a timeline when it would start and how long it would take □

Answer: Remediation will not commence until a project is selected. Clean up will take a few weeks to complete.

Question: Is \$9.1 million available one year, is the 9.1 years or 1 year term. Is that a one time infusion and it could be renewed annually and how will it be allocated □

Answer: Funding disbursement depends on the project and is for a total of \$9.1M over a 1-year period. If there is a purchase as part of the project or major improvement and the funding needs to be used up front, the city would work with the proposer to establish the best timeline. Services funding is reimbursable. \$9.1 million is reserved for this project. The project and funding will go to the Commission for final approval.

Question: Does the provider of services have to be a non-profit □ If so, where is this noted in the requirement □

Answer: The RFP does not specify a non-profit. The city is seeking the best proposal.

Question: If someone chooses option 3, must all services be located on the T □ □ □ property or may that property be reserved for building of housing while shelter/bridge be located on another site □

Answer: If option 3 is selected, it is the City's desire for the development to be campus of services, bridge housing and permanent housing. Due to the complex nature of homeless emergency shelter services, the City is also aware of the need to house some clients in a different location for safety and security reasons.

Question: Could you please provide the full breakdown of the funds allocation and which funding source is being used. We would like to see the federal requirements for the grant funding so we can be sure that we are following federal guidelines. Under option 1 □

Answer: CCB-C Capital 1,300,000
 CCB Capital 000,000
 SP Capital 190,900
 ME Services 100,000 Tenant Based Mental Assistance
 Corona Virus Local Government Recovery Funds Capital and/or
 services 0.2M

Question: When looking at billing and payment are capital expenditures included in supplies and or services or will those funds be accessed through reimbursement? Meaning does an organization have to look at taking out a loan to do capital work and then will be reimbursed or will funds be provided upfront?

Answer: Due to the need for the respondent to meet agreement objectives, funds will be provided to the respondent through reimbursement for supplies and services. Capital expenditures will be disbursed based upon the negotiated contract terms and/or development agreement.

Question: Can you provide us with an example in another community that is providing a 2003 shelter? Are there requirements for this shelter that the city has defined?

Answer: The City of Kissimmee has utilized resources from the National Alliance to End Homelessness, United States Interagency Council on Homelessness, and Corporation for Supportive Housing

Question: Is the T000 property available to be toured?

Answer: The site is undeveloped, so a tour is not available at this time.

Question: Page 2, Funding Availability, 3rd paragraph, 2nd sentence These funds can be expended for capital improvements or operational expenses. Question, can the funds be expended for capital improvements **and/or** operational expenses?

Answer: And/or

Question: Page 0-0, Option 3, last paragraph page 0, continued on page 00 In particular, respondents should note in their funding plan if the City is proposed to be a funding partner, and, if so, to what extent and for which components of the project. Question Does this mean that the two funding sources listed are not the City of Kissimmee funds specifically, and we need to request additional support from another of The City of Kissimmee's NOFA's or otherwise? Just not clear on what this means.

Answer: All funding sources have been secured by the City of Kissimmee and are available to be awarded to the selected project based on response to the scope of services.

Question: Page 9, 1.3, CST Question Can the City of Kissimmee provide a budget template that will be acceptable to the City for this CFP

Answer: Since this is a new program, please construct a budget that best outlines your costs to provide the program and services as outlined in the CFP.

Question: Page 10, 1.12 Cone of Silence, 2nd paragraph, 2nd sentence . . .are prohibited from any and all communications, regarding the solicitation with City Staff, City consultants, City legal counsel, City Managers **or elected officials**. Is elected officials referring to City of Kissimmee elected officials or otherwise

Answer: Yes, City of Kissimmee Elected officials only

Question: Page 12, 2. Bond Requirements, Bonds A and B. Question We are under Southern Territorial Headquarters of The Salvation Army, incorporated in Atlanta Georgia which is our corporate office of which a Board of Trustees has signature authority for the Salvation Army units in 11 states in the south, including Florida. Could it be accepted that our bonds are secured by our corporate office or our state office in Tallahassee, Florida

Answer: Yes

Question: Page 13, 3. Budget, b 1 Proposed salaries must be capped at 2% for the project.

Question 1, Please verify that the 2% is attributed to the specific program and not overall agency staff.

Answer: Program Specific

Question 2, Per discussion with Ms. Matthews about the fact that agencies have to pay a living wage to social workers in order to keep them in employ, and there is a general staff shortage in central Florida because people have to pay so much in rental rates and cost of living. Because our community does not wish for non-profit workers to have to use the same benefits, and assistance provided to their clients, we ask for a reconsideration of this cap over the five year contract period to allow non-profits to pay their social workers wages that allow them to reasonably pay for their living expenses, student loans, cost of living expenses, etc.

Answer: Please propose your budget as necessary to operate the program and ensure the success of the program. While the salary expenses will not disqualify a proposal, it will be considered by the selection committee to determine the most cost-effective proposal.

Question: Is the City contemplating providing additional capital for development of the 18-acre parcel

Answer: No

- o The City seems to be providing capital to acquire a hotel/motel in Option 2. Can you advise as to how large that resource will be and what that amount is based upon?

Answer: \$9.1M is available

Question: Is the City open to providing taxable and/or tax-exempt bond or other financing for additional capital needs of a multimillion-dollar development on the 18 acres?

Answer: No

Question: Is the City reimbursing the Agency for pre-development costs expended if the Agency is not selected for the project?

Answer: No

Question: Since this is an Escala County wide issue, is the City going to be collaborating with the County in any way?

Answer: No

Question: While 11 individuals have left the homeless system in Escala County, there are currently 10 individuals who have transitioned into homelessness according to the research. Has the City completed any studies regarding "anticipated future demands"?

Answer: No

Question: What is the expected impact on homelessness resulting from the elimination of the eviction moratorium, as an example if so, will these be shared?

Answer: The City of Kissimmee does not intend for this program to be the only resource to address homelessness in Escala County. Escala County, the State of Florida and several local agencies are providing funding and/or services to meet the critical needs of those facing homelessness.

Question: If there are 10 current homeless in the County, why a minimum of 10 homeless units versus something much higher?

Answer: Homelessness is a regional issue and the City continues to participate in a regional response to this complex problem as a member of the CFCF. The number stated is a 12 month snapshot of persons who report they are homeless. The past two Point in Time Counts (PIT) document those with unsheltered status for 2019 at 11 households and 2020 at 11 households. While it is anticipated that number will grow, the end goal of Housing First is access to housing. In response, the intent of this CFCF is to address the needs of the most vulnerable through emergency housing focused shelter on a local level while providing an opportunity to add capacity to the housing inventory

through hotel/motel room conversions or new development. There are ongoing efforts through this project and others to add new affordable housing units through the City's housing programs, developer partnerships, and nonprofit development partnerships within the community.

Question □ What programs is the City implementing to stem the tide of homelessness □ Collaboration with the County on 1 □ minimum wage standards □ 2 □ rent control on apartments, housing, etc. □ 3 □ □ □ financing for low-cost housing subsidies □ Etc. □

Answer: Please see previous response.

Question □ What program is the City developing with the County to provide □ 0 □ low-cost housing units for the current homeless headcount across the County □ And what is the City's and County's plan to grow that number across the County so permanent housing solutions are available once wraparound services are completed □

Answer: Please see the County's Affordable Housing Plan. The City has and will continue to support affordable housing creation within the city and county.

Question □ What resources will the City provide to ensure rapid rehousing across □ sceola County "without preconditions (such as employment, income, absence of criminal record, or sobriety)"?

Answer □ It is the intent of the City for the selected provider to work with local, regional, and state funding partners to leverage the funding available for services and maximize the local impact.

Question □ Regarding the Street Outreach programs, is the City going to provide known locations in Osceola County where "camps" are operating?

Answer: The City will work proactively with the selected provider to identify hotspots or target areas through local providers and public safety.

Question □ When will the City's "temporary labor and apprentice program" be completed and operational □

Answer: Upon selection of a provider, the City will develop a program to ensure effective deployment.

Question □ Will the City be developing, staffing, and maintaining this program on a go forward basis □

Answer □ No, the selected respondent must provide all services as defined within the proposal.

Question: Is the 18-acre parcel going to be "gifted" to the Agency and become an asset of the Agency on which its buildings will sit? Or will the Agency be expected to acquire the land at a price? If so, what is the price? Or will the 18-acre parcel be a land lease arrangement? If a land lease, what are the terms and conditions?

Answer: The City is open to consider a land lease and/or a property transfer option. This will be based on the amount of investment proposed for the site. Long-term affordability is required and will be achieved by the use of either a recapture mechanism or a resale requirement recorded as a deed restriction or covenant.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

(Signature)

COMPANY NAME

COMPANY ADDRESS

BY:

(signature)

DATE:

Danna Camacho
Director
(typed name/title of signer)

EMAIL:

dannac@cap2021@gmail.com



City of Kissimmee

Response to RFP #2021-007 for Emergency Shelter/Bridge Housing and Homeless Services



building strong communities where everyone has a home

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RFP #2021-007 RESPONSE

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TRANSMISSION FORM/SCHEDULE OF OFFERS

ACKNOWLEDGEMENT OF ADDENDUM 1

ACKNOWLEDGEMENT OF ADDENDUM 2

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****
RFP

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City and the successful Respondent.

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 & 2 (IF APPLICABLE)


 (Signature)

 We do not take exception to Specifications.

(initial)

We take exception to Specifications as follows:

(initial)

 (attach additional sheets, if necessary)

COMPANY NAME Ability Housing, Inc.
 COMPANY ADDRESS 3740 Beach Boulevard, Suite 304, Jacksonville FL 32207

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

RESPONDENT ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.

PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: 

(signature)

DATE: 10/07/2021

Shannon L. Nazworth President & CEO

(typed name/title of signer)

EMAIL: snazworth@abilityhousing.org

TELEPHONE NO.: (904) 359-9650 FAX NO.: (904) 359-9653



August 30, 2021

Addendum No. 1

Project: EMERGENCY SHELTER/BRIDGE-HOUSING AND HOMELES SERVICES

Bid No: RFP2021-007

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link

Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

To ensure correct information formatting:

- Submit electronically through myvendorlink.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Vendor Link technical support at support@evendorlink.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message you have requested updates and/or information for a particular project or service which can be obtained by registering with <https://www.myvendorlink.com/common/register.aspx>. Registering with myvendorlink will ensure that you receive notifications, and of any changes to an advertised solicitation.

DemandStar:

To ensure correct information formatting:

- Submit electronically through demandstar.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Demandstar technical support at support@demandstar.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

COMPANY NAME Ability Housing, Inc.
COMPANY ADDRESS 3740 Beach Boulevard, Suite 304, Jacksonville FL 32207

BY:  DATE: 10/07/2021
(signature)
Shannon L. Nazworth President & CEO EMAIL: snazworth@abilityhousing.org
(typed name/title of signer)


(Signature)



September 16, 2021

Addendum No. 2

Project: EMERGENCY SHELTER/BRIDGE-HOUSING AND HOMELESS SERVICES
Bid No: RFP2021-007

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Does the City have inventory on housing or low income housing in the City of Kissimmee that we could work with so that people coming into the shelter would have options in our community for low income housing.

Answer: The City of Kissimmee does not maintain a housing or low-income housing inventory. The City of Kissimmee does not provide direct services.

Question: On the 2.4 million is there a way to break out those for different type of funding or just know if all of them qualify for new construction?

Answer: CDBG-CV (Capital) =\$1,535,000
CDBG (Capital) =\$565,000
NSP (Capital)= \$190,794
HOME (Services)= \$100,000 (Tenant Based Rental Assistance)

Question: Option 3 has a phase 1 & 2 environmental been done on the property and is that available to be reviewed before an organization decides what options they want to go with?

Answer: An environmental assessment has been done on the property and there is a small amount of contamination on the site. As part of the process, the city is going to address the remediation.

Question: Is that remediation part of the 9.6 million, or is it outside of that?

Answer: It is outside of that, environmental information attached.

Question: Does the non-profit have to be in operation for more than 3 years for this RFP?

Answer: Yes

Question: If a non-profit decides to join together to have the 3 years to make a collaborative effort together would that be allowed?

Answer: One of the entities in the collaborative effort will need to be in operation for at least 3 years.

Question: Can you provide additional information on Option 2, has the City of Kissimmee identified property?

Answer: We do not have property secured at this time for option 2.

Question: If a respondent proposed a site but was looking at Option 2, how would we go about that?

Answer: Propose the purchase as part of your proposal. If the proposal is selected, the City will work with respondent to determine the best option and process to issue funding based on the cost and investment of the project.

Question: Has the city got a minimum set of standards that it would need to meet?

Answer: All proposed construction will be subject to City of Kissimmee or Osceola County Development Standards.

Question: Option 1 reads, "All site improvements must meet funding source(s) regulations, City of Kissimmee multifamily development standards, and best practices for hotel/motel conversions and facility design."

Are those defined more by the city as well that we could access before submitting a proposal?

Answer: All proposed construction will be subject to City of Kissimmee or Osceola County Development Standards and State of Florida Building Codes. At this time, the City does not have a code specific to hotel/motel conversions but all applicable codes can be found in Part 3 and will be reviewed on a case by case basis. https://library.municode.com/fl/kissimmee/codes/code_of_ordinances

Question: Can we have a copy of the funding source regulations, the grant reqs you will be utilizing?

Answer: Yes

Question: The contamination on the developable land impacts how much of the actual usable land?

Answer: Full remediation does not impact the developable land.

Question: Page 15 3.5 Item I is that final? The 25% salary capped will stand for the 5 years?

Answer: This was a requirement before the height of the pandemic. In order to ensure a quality proposal is submitted, please propose your budget and document the concerns/explanation with the salary cap in your submittal.

Question: Will the same committee that reviews the proposals review the design?

Answer: The design standards will be received by Development Services to make sure that what is being proposed is feasible, then it will go to the evaluation committee.

Question: Environmental remediation is there a timeline when it would star and how long it would take?

Answer: Remediation will not commence until a project is selected. Clean up will take a few weeks to complete.

Question: Is \$9.6 million available one 6 year, is the 9.6 5 years or 6 year term. Is that a one time infusion and it could be renewed annually and how will it be allocated?

Answer: Funding disbursement depends on the project and is for a total of \$9.6M over a 5-year period. If there is a purchase as part of the project or major improvement and the funding needs to be used up front, the city would work with the proposer to establish the best timeline. Services funding is reimbursable. \$9.6 million is reserved for this project. The project and funding will go to the Commission for final approval.

Question: Does the provider of services have to be a non-profit? If so, where is this noted in the requirement?

Answer: The RFP does not specify a non-profit. The city is seeking the best proposal.

Question: If someone chooses Option 3, must all services be located on the TOHO property or may that property be reserved for building of housing while shelter/bridge be located on another site?

Answer: If option 3 is selected, it is the City's desire for the development to be campus of services, bridge housing and permanent housing. Due to the complex nature of homeless emergency shelter services, the City is also aware of the need to house some clients in a different location for safety and security reasons.

Question: Would you please provide the full breakdown of the funds allocation and which funding source is being used. We would like to see the federal requirements for the grant funding so we can be sure that we are following federal guidelines. (Under Option 1)

Answer: CDBG-CV (Capital) =\$1,535,000
 CDBG (Capital) =\$565,000
 NSP (Capital)= \$190,794
 HOME (Services)= \$100,000 (Tenant Based Rental Assistance)
 Corona Virus Local Government Recovery Funds (Capital and/or services)= \$7.2M

Question: When looking at billing and payment are capital expenditures included in "supplies and or services" or will those funds be accessed through reimbursement? (Meaning does an organization have to look at taking out a loan to do capital work and then will be reimbursed or will funds be provided upfront?)

Answer: Due to the need for the respondent to meet agreement objectives, funds will be provided to the respondent through reimbursement for supplies and services. Capital expenditures will be disbursed based upon the negotiated contract terms and/or development agreement.

Question: Can you provide us with an example in another community that is providing a 24/7/365 shelter? Are there requirements for this shelter that the city has defined?

Answer: The City of Kissimmee has utilized resources from the National Alliance to End Homelessness, United States Interagency Council on Homelessness, and Corporation for Supportive Housing

Question: Is the TOHO property available to be toured?

Answer: The site is undeveloped, so a tour is not available at this time.

Question: Page 2, Funding Availability, 3rd paragraph, 2nd sentence: These funds can be expended for capital improvements or operational expenses. Question, can the funds be expended for capital improvements **and/or** operational expenses?

Answer: And/or

Question: Page 5-6, Option 3), last paragraph page 5, continued on page 6: In particular, respondents should note in their funding plan if the City is proposed to be a funding partner, and, if so, to what extent and for which components of the project. Question: Does this mean that the two funding sources listed are not the City of Kissimmee funds specifically, and we need to request additional support from another of The City of Kissimmee's NOFA's or otherwise? Just not clear on what this means.

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Question: Page 12, 2.6, Bond Requirements, Bonds A and B. Question: We are under Southern Territorial Headquarters of The Salvation Army, incorporated in Atlanta Georgia which is our corporate office of which a Board of Trustees has signature authority for the Salvation Army units in 15 states in the south, including Florida. Would it be accepted that our bonds are secured by our corporate office or our state office in Lutz, Florida?

Answer: Yes

Question: Page 15, 3.5 Budget, b 1 (Proposed salaries must be capped at 25% for the project.)

Question 1, Please verify that the 25% is attributed to the specific program and not overall agency staff.

Answer: Program Specific

Question 2, Per discussion with Ms. Matthews about the fact that agencies have to pay a living wage to social workers in order to keep them in employ, and there is a general staff shortage in central Florida because people have to pay so much in rental rates and cost of living. Because our community does not wish for non-profit workers to have to use the same benefits, and assistance provided to their clients, we ask for a reconsideration of this cap over the five year contract period to allow non-profits to pay their social workers wages that allow them to reasonably pay for their living expenses, student loans, cost of living expenses, etc.

Answer: Please propose your budget as necessary to operate the program and ensure the success of the program. While the salary expenses will not disqualify a proposal, it will be considered by the selection committee to determine the most cost-effective proposal.

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- The City seems to be providing capital to acquire a hotel/motel in Option 2. Can you advise as to how large that resource will be and what that amount is based upon?

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Question: Is the City reimbursing the Agency for pre-development costs expended if the Agency is not selected for the project?

Answer: No

Question: Since this is an Osceola County wide issue, is the City going to be collaborating with the County in any way?

Answer: No

Question: While 516 individuals have left the homeless system in Osceola County, there are currently 606 individuals who have transitioned into homelessness according to the research. Has the City completed any studies regarding "anticipated future demands"?

Answer: No

Question: What is the expected impact on homelessness resulting from the elimination of the eviction moratorium, as an example? if so, will these be shared?

Answer: The City of Kissimmee does not intend for this program to be the only resource to address homelessness in Osceola County. Osceola County, the State of Florida and several local agencies are providing funding and/ or services to meet the critical needs of those facing homelessness.

Question: If there are 606 current homeless in the County, why a minimum of 50 homeless units versus something much higher?

Answer: Homelessness is a regional issue and the City continues to participate in a regional response to this complex problem as a member of the COC FL-507. The number stated is a 12 month snapshot of persons who report they are homeless. The past two Point in Time Counts (PIT) document those with unsheltered status for 2019 at 54 households and 2020 at 64 households. While it is anticipated that number will grow, the end goal of Housing First is access to housing. In response, the intent of this RFP is to address the needs of the most vulnerable through emergency housing focused shelter on a local level while providing an opportunity to add capacity to the housing inventory

through hotel/motel room conversions or new development. There are ongoing efforts through this project and others to add new affordable housing units through the City's housing programs, developer partnerships, and nonprofit development partnerships within the community.

Question: What programs is the City implementing to stem the tide of homelessness? Collaboration with the County on 1) minimum wage standards? 2) rent control on apartments, housing, etc.? 3) HUD financing for low-cost housing subsidies? Etc.?

Answer: Please see previous response.

Question: What program is the City developing with the County to provide 606 low-cost housing units for the current homeless headcount across the County? And what is the City's and County's plan to grow that number across the County so permanent housing solutions are available once wraparound services are completed?

Answer: Please see the County's Affordable Housing Plan. The City has and will continue to support affordable housing creation within the city and county.

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Answer: The City is open to consider a land lease and/or a property transfer option. This will be based on the amount of investment proposed for the site. Long-term affordability is required and will be achieved by the use of either a recapture mechanism or a resale requirement recorded as a deed restriction or covenant.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

(Signature)

COMPANY NAME Ability Housing, Inc.

COMPANY ADDRESS 3740 Beach Blvd, Suite 304 Jacksonville, FL 32207

BY: (signature) DATE: 10/07/2021

Shannon L. Nazworth President & CEO EMAIL: snazworth@abilityhousing.org
(typed name/title of signer)

TAB 2 – ORGANIZATION INTRODUCTION

MISSION & HISTORY

POINTS OF CONTACT

ARTICLES OF INCORPORATION

CERTIFICATE OF GOOD STANDING

IRS 501(C)(3) DETERMINATION LETTER

MEMO EXPLAINING IRS LETTER

MISSION AND HISTORY

MISSION

To build strong communities where everyone has a home

VISION

A society where housing is a right, not a privilege; and all individuals have safe, affordable housing in vibrant communities

Ability Housing, Inc. is a Florida nonprofit affordable housing developer and operator. We are a respected industry leader uniquely positioned to address the need for housing affordability in the communities in which we operate. An experienced multi-family developer, Ability Housing has a mission focus to:

- Meet the need – develop housing the market can't or won't create
- Invest for the long-term – own and manage for the benefit of the community
- Create a triple bottom line:
 - Maintain physical asset
 - Meet financial objectives
 - Improve quality of life of residents and the community

Ability Housing provides three programs:

VILLAGES PROGRAM is our flagship program. Through it we develop and operate multifamily rental communities. All housing is affordable to working families. At each property at least some units are targeted to households exiting homelessness, including Permanent Supportive Housing for households exiting chronic homelessness. Villages goes beyond bricks and mortar with an integrated, person-focused approach:

- Builds community by providing an on-site community center that is available for use by neighborhood organizations
- Provides access to primary and behavioral healthcare
- Links every individual and family with dedicated case managers and peer support specialists to provide individualized services
- Provides employment training through established partners

CASA is Ability Housing's first housing program; it consists of 22 single-family rental homes scattered throughout the community. CASA provides quality affordable housing for adults with disabilities.

HOUSINGLINK is a scattered site Permanent Supportive Housing program. It enables persons with disabilities who have experienced long-term or repetitive homelessness to access community housing



via rental assistance and supportive services. This program enables Ability Housing to expand the housing options it offers and help more people exit homelessness - forever.

Ability Housing pays other nonprofit service organizations to ensure all residents have access to a wide-range of community-based services. We also use our network of collaborative nonprofits to expand the options available to residents so they may address health, employment, food insecurity, educational and other issues impacting their household's stability and economic resiliency.



Our most recent project is Gannet Pointe located in Kissimmee, FL. The project was completed in March of 2021 and is currently 100% occupied with a waitlist. The 80-unit affordable housing community with financed using Housing Credits and SAIL funds through Florida Housing Finance Corporation (FHFC) with a 50-year affordability commitment that caters to a population of at least 70% of resident that have been previously homeless. Targeted rents for this community are at 40%

AMI and 60% AMI. This project was a great collaborative effort amongst all parties involved. We encourage City Officials to schedule a tour of the community to see the quality of construction and operations of the community.

POINTS OF CONTACT

Shannon Nazworth

President & CEO

Ability Housing, Inc.

3740 Beach Blvd., Suite 304

Jacksonville, FL 32207

904-359-9650 x. 106

Areas of Expertise: Multifamily development, property management, permanent supportive housing, affordable housing financing, and asset management

Andy Fink

Property Development Manager

Ability Housing, Inc.

3740 Beach Blvd., Suite 304

afink@abilityhousing.org

904-359-9650 x. 114

Areas of Expertise: Multifamily development, construction oversight, affordable housing financing, asset management, and property management

Cody Spencer

Director of Programs

Ability Housing, Inc.

3740 Beach Blvd., Suite 304

cspencer@abilityhousing.org

904-359-9650 x. 110

Areas of Expertise: Homeless shelter operations, street outreach, case management, & programs

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ABILITY HOUSING, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION**

Pursuant to Section 617.1001 of the Florida Not For Profit Corporation Act, the Articles of Incorporation of Ability Housing, Inc., originally filed on October 9, 1991, and amended and restated on February 19, 2016, are amended and restated in their entirety, pursuant to Section 617.1007 of the Florida Not For Profit Corporation Act, to read as follows:

ARTICLE I – Name The name of this corporation is Ability Housing, Inc. (the “Corporation”).

ARTICLE II – Principal Office or Mailing Address The street address of the principal office and the mailing address of the Corporation are 76 South Laura Street, Suite 303, Jacksonville, Florida 32202.

ARTICLE III – Purposes The Corporation is organized and shall be operated exclusively as a corporation not-for-profit and for religious, charitable, scientific, literary, and educational purposes, consistent with Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, or the corresponding provisions of any future United States internal revenue law (the “Code”). Specifically, and without limiting the generality of the preceding sentence, this Corporation primarily is organized to develop, own and operate affordable housing; to address the redevelopment of disadvantaged communities; to support and coordinate programs for adults with disabilities and homeless persons; to facilitate the development of independent living skills and community inclusion of adults with disabilities; and to solicit, receive, and disburse funds in support of its own and similar programs and organizations.

ARTICLE IV – Powers The Corporation shall have the general power to do all lawful acts, as conferred upon corporations not-for-profit by the Florida Not For Profit Corporation Act including all those things necessary or expedient in the furtherance of the Corporation’s purposes, which are necessary and desirable to carry out the purposes and responsibilities of the Corporation.

Notwithstanding the generality of the foregoing, the powers of the Corporation shall be subject to the following limitations and restrictions:

(a) The Corporation shall have no power to do any act inconsistent with the provisions of Section 501(c)(3) and Section 170(c)(2) of the Code;

(b) No part of the income, profit or assets of the Corporation shall inure to the benefit of, or be distributable to, directly or indirectly, its directors, officers, or other private persons; provided, however, that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes contained in these Second Amended and Restated Articles; and

(c) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office; provided, however, the Corporation may elect to apply Section 401(h) of the Code and then engage in lobbying activities to the extent permissible under the Code.

ARTICLE V – Board of Directors

(a) All corporate powers shall be exercised under the authority of, and the affairs of this Corporation shall be managed under the direction of, the Board of Directors, except as otherwise provided by law or in these Second Amended and Restated Articles or the Bylaws of the Corporation.

(b) The directors of the Corporation, and their election and terms, shall be as provided by the Bylaws but shall never be less than three (3).

ARTICLE VI – Officers The officers of the Corporation, and their election, powers, and terms, shall be as provided by the Bylaws.

ARTICLE VII – Registered Office and Agent The street address of the registered office of this Corporation is 76 South Laura Street, Suite 303, Jacksonville, Florida 32202, and the name of the registered agent of this Corporation at that address is Shannon Nazworth.

ARTICLE VIII – Duration The Corporation shall exist perpetually.

ARTICLE IX – Members The Corporation shall have no members.

ARTICLE X – Bylaws

(a) The Board of Directors, by majority vote, may provide such Bylaws for the conduct of the business of the Corporation and the carrying out of its purposes as they may deem necessary from time to time, including, but not limited to, provisions for the quorum and voting requirements for meetings and activities of the Board of Directors; provided, however, that such Bylaws shall not conflict with any of the provisions of these Second Amended and Restated Articles of Incorporation.

(b) Upon proper notice, the Bylaws may be amended, altered or rescinded by the majority vote of members of the Board of Directors who are present at any regular meeting or any special meeting for this purpose.

(c) Notwithstanding the foregoing paragraphs (a) and (b), if any provision of the Bylaws requires the vote, approval or consent of more than a majority of the Board of Directors, such provision may be enacted, amended, altered or rescinded only by the unanimous vote of the Board of Directors.

ARTICLE XI – Amendments Upon proper notice, these Second Amended and Restated Articles of Incorporation may be amended, altered, changed or repealed by the vote of more than two-thirds (2/3) of the members of the Board of Directors and all power and authority conferred hereby upon officers and the Board of Directors of the Corporation are granted subject to the further amendment of these Second Amended and Restated Articles of Incorporation.

ARTICLE XII – Corporate Liquidation and Dissolution Upon dissolution, the assets of this Corporation, after all debts and liabilities are paid, shall be distributed in furtherance of the Corporation's purposes contained in these Second Amended and Restated Articles, including a distribution to a government entity or an organization exempt from federal income tax under Section 501(c)(3) of the Code. In no event shall any liquidating distribution inure to the benefit of a private individual or for-profit corporation. If for any reason the liquidating distributions cannot be made in accordance with the preceding sentence, upon order of a court of competent jurisdiction, distributions shall be made to another organization to be used in such manner as in the judgment of the court will best accomplish the charitable purposes of the Corporation.

ARTICLE XIII – Indemnification The Corporation shall indemnify officers and directors to the full extent permitted by the Florida Not For Profit Corporation Act; provided, however, that no such indemnification shall be permitted if such indemnification would violate the purposes of the Corporation as specified herein or would be inconsistent with the provisions of Section 501(c)(3) and Section 170(c)(2) of the Code.

Adoption of Second Amended and Restated Articles of Incorporation

The foregoing Second Amended and Restated Articles of Incorporation were unanimously adopted and approved by the Corporation's Board of Directors in accordance with Section 617.1006(4), Florida Statutes, on August 8, 2017. The number of votes cast by the directors for the amendments contained in the foregoing Second Amended and Restated Articles of Incorporation were sufficient for approval of the same.

IN WITNESS WHEREOF, I, the undersigned subscriber, have made, signed and hereby acknowledge these Second Amended and Restated Articles of Incorporation this 8th day of August, 2017, for the purpose of incorporating as a corporation not-for-profit under the laws of the State of Florida.



Shannon Nazworth, President

CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In accordance with the Florida Not For Profit Corporation Act, the following is submitted, in compliance with said Act:

That Ability Housing, Inc., with its principal office at 76 South Laura Street, Suite 303, Jacksonville, Florida 32202, has named Shannon Nazworth at 76 South Laura Street, Suite 303, Jacksonville, Florida 32202, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I am familiar with and hereby accept to act in this capacity, and agree to comply with the provision of Florida law relative to keeping said office.



Shannon Nazworth

State of Florida

Department of State

I certify from the records of this office that ABILITY HOUSING, INC. is a corporation organized under the laws of the State of Florida, filed on October 9, 1991.

The document number of this corporation is N45570.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on March 31, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of August, 2021*



Ronald R. De
Secretary of State

Tracking Number: 9071306906CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



MEMO

To Whom It May Concern:

When it was created in 1991, Ability Housing was originally named Grove House of Jacksonville, Inc. The Internal Revenue Service (IRS) does not re-issue determination letters. Therefore, when a company undergoes a name change, they simply inform the IRS by providing a copy of the name change filing documentation with the state. Then, they request written confirmation of the name change.

Please find the following IRS documentation related to our 501(c)(3) status:

- Confirmation letter dated March 9, 2016 for Ability Housing, Inc.
- Determination letter dated July 31, 1992 for Grove House of Jacksonville, Inc.
- Modification letter dated May 16, 1997 for Grove House of Jacksonville, Inc.



OGDEN UT 84201-0029

In reply refer to: 4077567774
Mar. 09, 2016 LTR 4168C 0
59-3087085 000000 00
00031790
BODC: TE

ABILITY HOUSING INC
% NIGELLE DELGADO
76 S LAURA ST STE 303
JACKSONVILLE FL 32202-3436

Employer ID Number: 59-3087085
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Feb. 22, 2016, regarding your tax-exempt status.

We issued you a determination letter in August 1992, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077567774
Mar. 09, 2016 LTR 4168C 0
59-3087085 000000 00
00031791

ABILITY HOUSING INC
% NIGELLE DELGADO
76 S LAURA ST STE 303
JACKSONVILLE FL 32202-3436

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

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INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: JUL 31 1992

GROVE HOUSE OF JACKSONVILLE INC
C/O JAMES V WALKER
PO BOX 550587
JACKSONVILLE, FL 32255-0587

Employer Identification Number:
59-3087085
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-0927
Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
October 9, 1991
Advance Ruling Period Ends:
June 30, 1996
Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045(DO/CG)

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GROVE HOUSE OF JACKSONVILLE INC

will no longer treat you as a publicly supported organization; grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

Letter 1045 (00/CB)

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GROVE HOUSE OF JACKSONVILLE INC

cause for the delay. However, the maximum penalty we charge cannot exceed \$6,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

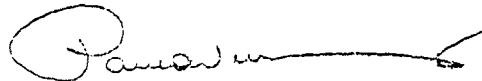
If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Paul Williams
District Director

Enclosure(s):
Addendum
Form 872-C

Letter 1045(DO/CG)

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-4-

GROVE HOUSE OF JACKSONVILLE INC

If your organization conducts fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Charities Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your local IRS Office. Guidelines for deductible amounts are also set forth in Revenue Ruling 67-246, 1967-2 C.B. 104 and Revenue Procedure 90-12, 1990-1 C.B. 471.

Letter 1045 (00/CG)

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Form 872-C (Rev. March 1986)	Department of the Treasury—Internal Revenue Service Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code (See Form 1023 instructions for Part IV, line 3.)	OMB No. 1545-0056 Expires 3-31-89 To be used with Form 1023. Submit in duplicate.
--	---	---

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

GRACE HOUSE OF JACKSONVILLE, INC.
 (Exact legal name of organization)
3601 CARDINAL POINT DRIVE
JACKSONVILLE, FL 32257-5582
 (Number, street, city or town, state, and ZIP code)

} and the District Director
of Internal Revenue

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, then the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year JUNE 30, 1992

Name of organization <u>GRACE HOUSE OF JACKSONVILLE, INC.</u>	Date <u>7/5/92</u>
Officer or trustee having authority to sign	
Signature <u>Shawn Westgate</u> District Director	Date <u>7-13-92</u>
By <u>Mark Calloway, Acting Ed Group 7231 Manager</u>	
For Paperwork Reduction Act Notice, see page 1 of the Form 1023 instructions.	

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

Page 541 of 1036
DEPARTMENT OF THE TREASURY

Date: MAY 16 1997

GROVE HOUSE OF JACKSONVILLE INC
1054 KINGS AVE
JACKSONVILLE, FL 32207

Employer Identification Number:
59-3087085

DLN:
17053272960006

Contact Person:
D. A. DOWNING

Contact Telephone Number:
(513) 241-5199

Our Letter Dated:
August 1992

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

TAB 3 – RELEVANT EXPERINCE

Relevant Experience

Ability Housing, Inc. (AHI) is a nonprofit affordable housing developer and operator located in Jacksonville, Florida. AHI was incorporated in 1992 as a group home for adults with cognitive disabilities.



After becoming a leading provider of independent living, AHI began developing affordable housing, transforming into an organization dedicated solely to developing affordable housing options. After 15 years of serving adults with a disability, Ability Housing, Inc. broadened the mission's focus. In 2006, at the request of the Northeast Florida Homeless Coalition, AHI began developing multifamily rental housing, serving low-income households, adults with a disability, and those exiting homelessness.

Ability Housing provides safe, affordable housing for all those who need it, including some of our most vulnerable neighbors. Our residents include families and individuals who are experiencing or are at risk of homelessness, seniors, veterans, and adults who have a disability. By providing stable housing, our residents are able to grow as contributing members of our community. We also provide supportive housing — the evidence-based practice linking affordable housing with individualized, voluntary supports; a proven solution for ending chronic homelessness. Permanent supportive housing helps people who face the most complex challenges live with stability, autonomy, and dignity.



In 2012, Florida Housing Finance Corporation hosted a Supportive Housing Forum. In attendance were community stakeholders and representatives from the Agency on Health Care Administration, Agency for Persons with a Disability, Department of Children and Families, Department of Elder Affairs, and the Governor's Office. One outcome of the forum was to develop a statewide pilot to assess the Florida-specific cost-benefit of providing PSH to "high utilizers" of crisis services. Through a competitive process, three pilot sites were selected in Duval, Miami-Dade, and Pinellas Counties. Ability Housing, Inc. was one of the three chosen to design, develop, construct and place in service a development with the sole purpose of providing PSH to high utilizers in Duval County.



As a result of our successes, in 2015 Ability Housing responded to the request of the local Commission on Homelessness and expanded operations to serve the Central Florida area.

Today, Ability Housing is a nationally recognized industry leader and one of the very few nonprofits capable of developing high-quality affordable, community-inclusive rental housing in Florida. We are further recognized for our on-site support services designed to meet the needs of households who are low income, disabled, and/or homeless.

Ability Housing has created 728 units of safe, sustainable housing over the last 15 years, and we are continuing the growth. AHI is very selective in the projects they develop. Site selection is intentional, we

review and consider how the project will look not only at completion but keeping an eye to the future since we are long term holders of our assets. We are a nonprofit whose mission is building strong communities where everyone has a home. Making sure there are resources nearby for our tenants is important to the vitality of the community and wellbeing of our residents.

Ability Housing has completed 4 new construction developments resulting in 369 units of safe, sustainable housing.



Gannet Pointe, Osceola County
New Construction Completed 2021
32 1bd/1ba, 32 2bd/2ba, 16 3bd/2ba
Set Asides: 68@ 60% AMI, 12@ 40% AMI
70% Homeless, 15% Special Needs



Village on Mercy, Orange County
New Construction Completed 2019
43 0bd/1ba, 43 1bd/1ba, 38 2bd/1ba
12 2bd/2ba, 30 3bd/2ba
Set Asides: 85% @ 60% AMI, 15% @40% AMI
50% Homeless, 5% Disabling Condition



Village at Hyde Park, Duval County
New Construction Completed 2019
43 1bd/1ba, 23 2bd/2ba, 14 3bd/2ba
Set Asides: 64 @60% AMI, 8@33% AMI,
8@22%AMI
50% Homeless,
50% Disabling Condition (w/20% Chronic)



Village on Wiley, Duval County
New Construction Completed 2015
43 1bd/1ba
Set Asides: 70%@50% AMI, 30%@ 33% AMI
100% High Needs/High Cost
80% Chronically Homeless

Ability Housing has rehabbed 4 developments resulting in 270 units of safe, sustainable housing.



Mayfair Village, Duval County
Built 1956, Rehab Complete 2011
83 2bd/1ba
Set Asides: 50% @ 50% AMI, 50% @ 30% AMI,
50% Homeless



Renaissance Village, Duval County
Built 1970, Rehab Complete 2012
16 2bd/1ba, 36 3bd/1ba
Set Asides: 100% 35% AMI, 100% Homeless or at risk



Oakland Terrace, Duval County
Built 1973, Rehab Complete 2013
20 2bd/1ba, 30 3bd/1ba, 10 4bd/1ba
Set Asides: 80% @ 60%AMI,
20% @ 30% AMI (w/Special Needs)



Wayne Densch Center, Orange County
Built 1983, Rehab Complete 2020
26 0bd/1ba, 49 2bd/2ba
Set Asides: 70% Homeless, 18 Veterans
45 @ 80% AMI, 16 @60% AMI, 16 @ 50% AMI
8 @33% AMI, 8 @22% AMI

Ability Housing has completed 3 new construction developments for others (providing Developer Services) resulting in 89 units of safe, sustainable housing.



San Juan Village, Duval County
New Construction Completed 2021
DEVELOPER SERVICES
22 1bd/1ba
Set Asides: 17@60% AMI, 5@33% AMI
80% Persons with Special Needs
20% Homeless



Ozanam Village II, Pasco County
New Construction Completed 2020
DEVELOPER SERVICES
8 1bd/1ba, 22 2bbd/2ba
Set Asides: 22% @60% AMI, 8@ 40% AMI
80% Special Needs

Ozanam Village III, Pasco County
New Construction Completed 2021
DEVELOPER SERVICES
15 1bd/1ba, 15 2bd/2ba
Set Asides: 22@ 60% AMI, 8@40% AMI
80% Persons with Special Needs

TAB 4 – PROJECT APPROACH AND ORGANIZATION

PROJECT DEVELOPMENT CONCEPT

OPERATION & SITE MANAGEMENT

COMPREHENSIVE SUPPORT SERVICES

PROJECT TIMELINE

INTERFACE WITH CITY STAFF & COMMUNITY

Project Development Concept

The most basic human need is a quality place to live. Creating a supply of quality, affordable and supportive housing to serve persons experiencing homelessness is a community priority. Ability Housing proposes to use its experience and capacity to partner with the City of Kissimmee, Toho Water Authority, and other local organizations to create a comprehensive and holistic approach to developing a solution for the housing needs in Osceola County.

Ability Housing recommends developing the 18-acre site controlled by TOHO Water Authority in multiple phases to meet the needs presented in the RFA. The project would be completed in two phases consisting of a temporary emergency shelter, and two phases of affordable housing.

Multiphase Development

Phase I:

Temporary Emergency Non-Congregate Shelter

No single organization can tackle a problem as vast as homelessness on its own, so Ability Housing will work with the City to identify an entity who can operate a temporary 24/7/365 emergency shelter which will accommodate at least 50 of Osceola County's unsheltered individuals and families. This would be done using modular housing that can be removed from the site when the shelter is no longer needed on a 4-acre section of the 18 acres provided by TOHO as a land donation. The modular housing may include kitchens within the units or a singular modular kitchen to service the entire shelter. Design would be a collaborative effort with the operator based on their expertise and the needs of the clients.

Permanent Affordable Housing

Ability Housing is specially situated to apply for funding designated to create housing for extremely low-income homeless households. As was done to finance Gannet Pointe, Village on Mercy, & Village on Hyde Park, Ability Housing will apply for Low Income Housing Tax Credits and State Apartment Incentive Loan program financing from Florida Housing Finance Corporation.



Ability Housing would apply for funding in February for the Florida Housing Finance Corporation (FHFC) Homeless RFA to develop a 100-unit property, with 50% of the units set aside for homeless households (as defined by FHFC). The community will be a mid-rise product offering spacious 1-, 2-, & 3-bedroom apartments. Units will include energy efficient appliances, large walk-in closets, fully equipped

kitchens and will have washer and dryer rentals available as well. The community will also have

amenities such as a central community clubhouse with common area, Wi-Fi, library, computer lab, fitness center, and training room. There will be plenty of additional outdoor amenities including an outdoor pavilion with summer kitchen, playground equipment for children, and walking paths through the community. As with all of our other communities, this development will be indistinguishable from market rate housing but will offer rental rates that are affordable to the clients served through this RFA.

Phase II

The second phase would include the removal of the temporary emergency shelter clearing the site for a second affordable housing development. The second phase of housing does not have to be focused on the homeless demographic, but rather the overall needs of the community. Ability Housing would utilize bonds and 4% Housing Credits in conjunction with the remaining funds of the RFA to be applied towards gap financing for the additional units.

Single Phase Development

If the City of Kissimmee so desires, Ability Housing can use the funds provided within the RFA towards gap financing and reserves in conjunction with the 18-acre site as a 150-unit affordable housing project in which 50% of the units would be for households experiencing homelessness. This would be the fastest and surest way to create long-term affordable housing for households experiencing homelessness.

In either scenario, there are environmental issues on the site that will have to be mitigated by the City of Kissimmee in advance. The site would then need to be reviewed by a non-partial 3rd party to make sure the entire site is suitable for redevelopment and is safe residents or staff at the site.



Operation and Site Management of Emergency Shelter and Bridge Housing

As with all properties owned and asset managed by Ability Housing the project will be operated with a collaborative approach, which allows each partnering organization to focus on their respective areas of responsibility and expertise. Ability Housing will leverage its experience to provide operational oversight and site management of the emergency shelter and bridge housing while permanent housing is being developed.



Ability Housing has over 26 years of experience operating and managing housing for disabled and/or formerly homeless households and affordable housing. Ability Housing has a combined portfolio of 653 units of quality, affordable housing owned and operated by AHI to reduce the housing instability in our community. Additionally, AHI administers a U.S. HUD Continuum of Care Funded Permanent Supportive Housing (PSH) project, consisting of 102 units of scattered-site housing for persons who were chronically homeless. Ability Housing has also operated two housing projects funded by Lutheran Services of Florida for persons with severe and persistent mental illness. In 2020, AHI provided PSH to 527 persons with a disability (the majority of these with a mental health related disability) and 740 previously homeless persons (386 of whom were chronically homeless persons). Across AHI's portfolio, our tenants have a 96% or higher housing retention rate. The systems and policies successfully implemented at other AHI housing developments will be the foundation for the systems and policies implemented at this development.

Once a shelter provider has been identified with the extensive experience required to operate the temporary shelter, the provider will oversee the day-to-day operations of the temporary facility to ensure a safe and welcoming environment until individuals are able to find bridge or permanent housing. This includes all-inclusive property management of the temporary shelter, maintenance, and services the shelter provides. The operator will be required to have the appropriate staffing based on the needs of and size of the shelter in order to provide 24/7/365 staffing. Plans for meals will depend on the design of the shelter, which could be modular housing with kitchenettes, or a central modular kitchen to service the entire shelter. The shelter will be phased out over a 3-year period as residents are relocated to bridge housing until the permanent housing being constructed is completed.



Ability Housing will also work with other community partners to identify applicants for the bridge housing program. The program will focus on individuals and households experiencing homelessness, many of which include students. In its 2020 Annual report, the Florida Council of Homeless identified 3,489 students experienced homelessness in Osceola County. Additionally, according to the report, 870 of these students were living in motels. According to a study by the Central Florida Commission on Homelessness, of the homeless families found to be living in Osceola's tourism corridor, 64% of parents were working minimum wage jobs with some working two jobs but never earning enough to afford the rental and utility deposits required to move into apartments.

Essential to the success of the project, to provide housing to populations with multiple barriers, we establish selection criteria to allow for low-barrier access to households with poor credit history or criminal backgrounds; and property management focused on partnering with tenants and their support providers to foster housing stability and increased independent living skills. A management plan will be developed with an emphasis on screening-in applications, housing retention, and coordination with support services – embracing the distinctly separate roles of operations and support services. To ensure our housing reaches our most vulnerable citizens, Ability Housing and its partners will work with the local COC FL-507 Continuum of Care. All referrals for persons experiencing homelessness will come directly through the CoC Coordinated Entry System (CES) that serves the CoC FL-507. The CES is a client-centered, data driven, real time process that streamlines access to the most appropriate housing intervention for person experiencing homelessness. The CES serves chronically homeless individuals and families; veterans; non-chronically homeless families; victims of domestic violence; victims of human trafficking; and youth, among other populations. Referrals will come directly to on-site case managers. Referrals will begin prior to permanent housing construction and will continue throughout the operation of the project. Ability Housing has extensive experience working with the community CES. Policies and procedures for coordinating referrals are already in place and shall be mirrored for the operation of this development.



Ability Housing will leverage its experience to provide oversight of the shelter provider to ensure operations do not impact the surrounding areas. Ability Housing will work with all of its partners to develop strategies and procedures to ensure individuals and families living in the shelter and bridge housing program have pathways toward the permanent housing being developed, job resources, healthcare services, and stability through continued care services.

Related to ongoing pandemic Ability Housing implement the appropriate protocols for our on-site support services staff that adhered to CDC recommended practices to prevent and reduce COVID-19 transmission among both employees and residents. Included in these protocols are distribution of PPE supplies, additional software to support home-based work and safety practices for in person meeting with residents that always included social distancing and use of masks.

Comprehensive Support Services

Ability Housing provides supportive services, case management, and peer supports to the residents of all Ability Housing owned multifamily properties. Support services, which have been identified as a key to the process of stabilization, will be provided directly by our support service partner, the Wayne Densch Center, Inc. (WDC) and its network of partners. Since 1998, WDC has served adults and families experiencing homelessness in the Central Florida area, successfully providing supportive services, emergency shelter, transitional, scattered-site and permanent supportive housing in the community. WDC implements best practices to improve the quality of life and self-sufficiency of the tenant and embraces the Housing First philosophy, a well-recognized approach that centers on providing housing as the very first step in ending homelessness.



Street Outreach

Ability Housing will identify and partner with local organizations that provide street outreach to engage the homeless within the City of Kissimmee community. Street outreach will need to be a collaborative effort among multiple organizations that are engaged in ending homelessness. The outreach program will be deployed on a regular basis and will have teams able to engage camps, hotspots and during extreme weather events. It will be the liaison between the homeless, the City and local law enforcement agencies.

Comprehensive Case Management

All tenants who move-in will have access to case management and peer support services. Services shall be individualized, self-directed, and based on best practice principals as detailed in the U.S. HHS Substance Abuse and Mental Health Services Administrations' Permanent Supportive Housing Toolkit. Service delivery will be flexible and tenant-driven focused on helping tenants maintain housing and will leverage community-based services to meet tenant needs. All services are voluntary and are not a condition of the lease agreement.

Ability Housing service providers link participants to benefits, employment, Medicaid, medical and behavioral healthcare, and other services needed. In conjunction with case management services, AHI also utilizes recovery peer specialists to help participants develop a recovery plan. The peer support specialists assist residents in developing their recovery goals and learning new skills; aid them in their treatment, model effective coping techniques, and support them in practicing self-advocacy.

Voluntary, comprehensive case management is key to ensuring the resources needed to meet self-sufficiency needs. Case management services develop a thorough assessment, with periodic

reassessments, resulting in an action-oriented plan developed with the client to maintain permanent housing, increased financial stability, access health care and assist with activities of daily living.

Office space for support services will be located on-site and will be utilized by case managers and peer support specialists. The support service and property management staff will facilitate social activities such as holiday parties and entertainment. Tenants will be encouraged to attend community meetings and activities off-site and to integrate into the surrounding community.

Education, Training, & Employment Programs

Sustaining and/or increasing income is essential to maintain housing stability. AHI contracts with Goodwill and other local organizations to provide employment services including job training, employment search and placement, and employment for persons living with a disability. Goodwill staff will work with tenants to increase job readiness, provide employment leads, enroll in vocation training programs, create a resume, and prepare for interviews. Ability Housing currently partners with Valencia College in Central Florida to help provide accelerated learning programs for adults 18+ in trades such as mechanic, computer techs, medical assistants, and electricians. Ability Housing also partners with financial institutions like Regions Bank to provide financial literacy counseling on predatory lending, credit, and budgeting. Our communities will also host homeownership courses as well for residents.

At Ability Housing we have education and physical programs for all ages. At Gannet Pointe our resident youth reach out requesting a soccer field. A portion of the property has now been turned into a soccer field and have partnered with a local organization to host soccer games for residents.

All tenants of the housing development will have access to community Wi-Fi and computer labs in order to research and apply for job opportunities and local resources.



These programs we provide are especially important to our residents in today environment because with the dramatic increase in COVID-19 infections in Florida accompanied by subsequent health and financial impacts, many of Ability Housing's residents have struggled financially in the last six months. Employment has become more problematic for many in addition to the added expenses of childcare, medical expenses, and personal protection equipment that many of our residents must bear.

Project Timeline

Multiphase Development Timeline

Phase I

City of Kissimmee RFP Submission Deadline	October 15th, 2021
City of Kissimmee RFP Award Notice	4 th Quarter 2021
FHFC Homeless RFA Issue Date	November 2 nd , 2021
FHFC Application Deadline	February 15 th , 2022
FHFC Review Committee	March 30 th , 2022
FHFC Board Approval	Spring 2022
FHFC Enter Credit Underwriting	Spring 2022
Construct Temporary Emergency Shelter	Summer 2022
FHFC Credit Underwriting Approval	Spring 2023
Permanent Housing Construction Commencement	Spring 2023
Permanent Housing Construction Completion	Summer 2024
Permanent Housing Stabilization	Fall 2024

Phase II

Apply for Bonds & 4% Housing Credits	Summer 2023
Enter Credit Underwriting	Fall 2024
Deconstruct Temporary Emergency Shelter	Summer 2025
Credit Underwriting Approval	Fall 2025
Permanent Housing Construction Commencement	Fall 2025
Permanent Housing Construction Completion	Winter 2026
Permanent Housing Stabilization	Spring 2027

Single Phase Development Timeline

City of Kissimmee RFP Submission Deadline	October 15th, 2021
City of Kissimmee RFP Award Notice	4 th Quarter 2021
Apply for Non-competitive 4% Tax Credits	January 2022
Enter Credit Underwriting	February 2022
Plan Development & Permitting	December 2022
Credit Underwriting Approval	December 2022
Permanent Housing Construction Commencement	January 2023
Permanent Housing Construction Completion	January 2024
Permanent Housing Stabilization	April 2024



Interface with City Staff & Community



Due to the scope and nature of this RFA, there must be an open line of communication and will require a collaborative approach between Ability Housing, City of Kissimmee, and the community as a whole. There will need to be discussions about design, operation, and outcomes of the overall project to meet the needs of the City of Kissimmee's residents. Based on our previous experience with other government entities we recommend having regularly scheduled updates with key personnel to review funding, timelines, goals, and impacts

the funds the City of Kissimmee is providing to help facilitate this development.

Our goals should be aligned to create housing affordable to the individuals and families we both serve and to ensure each resident has access to support services so they may use the housing as a springboard to achieve their goals.

TAB – 5 BUDGET

BUDGET

3 YEARS AUDITED FINANCIAL STATEMENTS

Budget

Funds provided from the City of Kissimmee can be supplemented with additional resources to bring affordable housing to the market it needs desperately. With focusing the majority of funds towards permanent housing we believe this will be the most effective, long-term solution to provide the City of Kissimmee's residents affordable housing that is not currently available in the market. Our newest community, Gannet Pointe, which is located in Kissimmee leased up in under approximately 90 days from construction completion and has a waiting list.

A more detailed breakdown can be provided once the supporting partners are identified and can provide their financial requirements. The funds applied towards creating affordable housing will not cover cost related to our staff, operations, or programs provided at the community other than the gap financing required for the construction of each phase or rental assistance for residents.

Ability Housing recognizes the financial obligations of this RFA and will provide documentation of insurance and provide bond requirements if selected for funding.



We recommend the following allocations of funds split amongst the requirements of the RFA:

Multiphase Development Budget

	City of Kissimmee Funds	Outsourced Funds
Temporary Shelter	\$2,800,000.00	
Street Outreach	\$200,000.00	
Bridge Housing Rental Assistance	\$600,000.00	
100 Unit Affordable Housing Development with 50% Homeless Demographic		
GAP Financing	\$2,400,000.00	
TOHO 18-Acre Land Donation	\$-	
9% Housing Credit Equity		\$15,468,000.00
State Apartment Incentive Loan (SAIL)		\$5,125,000.00
National Housing Tust Fund (NHTF)		\$623,000.00
Deferred Developer Fee		\$1,600,000.00
Second Phase 150 Unit Affordable Housing Development		
GAP Financing	\$3,600,000.00	
4% Housing Credit Equity		\$13,700,000.00
Permanent Financing		\$10,300,000.00
Deferred Developer Fee		\$2,000,000.00
Total Sources	\$9,600,000.00	\$48,816,000.00

Single Phase Development Budget

	City of Kissimmee Funds	Outsourced Funds
150 Unit Affordable Housing Development with 50% Homeless Demographic		
TOHO 18-Acre Land Donation	\$-	
GAP Financing	\$8,000,000.00	
4% Housing Credit Equity		\$10,900,000.00
Permanent Financing		\$4,100,000.00
Deferred Developer Fee		\$1,300,000.00
Rental Assistance/Reserves	\$1,600,000.00	
Total Sources	\$9,600,000.00	\$16,300,000.00

ABILITY HOUSING, INC. AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS
(WITH SUPPLEMENTAL INFORMATION)
AND INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2019 AND 2018



Ability Housing, Inc. and Affiliates

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Ability Housing, Inc. and Affiliates

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Ability Housing, Inc. and Affiliates
Jacksonville, Florida

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Ability Housing, Inc. (a nonprofit organization) and Affiliates, which comprise the consolidated statements of financial position as of December 31, 2019 and 2018, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Ability Housing, Inc. and Affiliates, as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the financial statements, in 2019, Ability Housing, Inc. and Affiliates adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash, Financial Accounting Standards Board Accounting Standards Updates (ASU) No. 2016-01, Financial Instruments - Overall (Sub- Topic 825-10); ASU No. 2018-08, Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made; and ASU 2014-09 Revenue from Contracts with Customers (Topic 606) and the related amendments in ASUs 2015-14, 2016-08, 2016-10, 2016-12 effective January 1, 2019. Our opinion is not modified with respect to this matter.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplemental information on pages 47 through 51 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal awards, state financial assistance and other awards and the related notes to the schedule of expenditures of federal awards, state financial assistance and other awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

The accompanying other information on page 59 has not been subject to auditing procedures applied in the audits of the consolidated financial statements, and accordingly, we do not express any opinion or provide any assurance on it.

Other Reporting Requirements Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 28, 2020 on our consideration of Ability Housing, Inc. and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ability Housing, Inc. and Affiliates' internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Tidwell Group, LLC".

Atlanta, Georgia
April 28, 2020

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

December 31, 2019 and 2018

ASSETS

	2019	2018
Cash and cash equivalents	\$ 727,953	\$ 1,508,515
Investments	1,373,561	1,171,649
Grants receivable	17,153	49,304
Tenant and other receivables	478,416	110,214
Restricted deposits and reserves	2,915,706	2,858,984
Construction in process	18,959,890	14,630,351
Prepaid expenses	278,594	183,708
Other assets, net of accumulated amortization of \$1,642 and \$0, respectively	164,237	-
Property and equipment, net of accumulated depreciation of \$7,726,350 and \$6,653,418, respectively	52,164,867	30,254,519
Total assets	<u>\$ 77,080,377</u>	<u>\$ 50,767,244</u>

LIABILITIES AND NET ASSETS

	2019	2018
LIABILITIES		
Accounts payable	\$ 111,627	\$ 91,094
Accrued expenses	287,505	123,837
Deferred revenue	677,198	556,329
Construction costs payable	3,754,326	5,449,249
Developer fees payable	266,909	-
Security deposits	116,114	74,178
Line of credit	250,000	250,000
Long-term debt	51,412,184	26,239,054
Total liabilities	<u>56,875,863</u>	<u>32,783,741</u>
NET ASSETS		
Controlling interest in net assets without donor restrictions - internally designated	814,983	814,983
Controlling interest in net assets without donor restrictions	1,508,022	1,407,827
Noncontrolling interest in net assets without donor restrictions	17,881,509	15,760,693
Net assets without donor restrictions	<u>20,204,514</u>	<u>17,983,503</u>
Total net assets	<u>20,204,514</u>	<u>17,983,503</u>
Total liabilities and net assets	<u>\$ 77,080,377</u>	<u>\$ 50,767,244</u>

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF ACTIVITIES
AND CHANGES IN NET ASSETS

Years ended December 31, 2019 and 2018

	2019	2018
Change in net without donor restrictions:		
Contributions, grants and revenues		
Leasing, housing assistance and other program income	\$ 2,401,492	\$ 1,903,829
Contributions	985,848	558,745
Grants - governmental	1,968,016	2,123,634
Debt forgiveness	471,824	482,044
Other income	561,411	27,814
Total contributions, grants and revenues	6,388,591	5,096,066
Expenses		
Program services	6,391,816	5,631,960
Management and general	206,411	116,692
Fundraising	132,692	101,081
Total expenses	6,730,919	5,849,733
Change in net assets without donor restrictions	(342,328)	(753,667)
Contributions to consolidated subsidiaries - noncontrolling interest	2,699,589	5,334,830
Syndication costs for consolidated subsidiaries - noncontrolling interest	(136,250)	-
Net assets, beginning of year	17,983,503	13,402,340
Net assets, end of year	20,204,514	17,983,503
Noncontrolling interest in subsidiaries, beginning of year	(15,760,693)	(10,652,684)
Syndication costs for consolidated subsidiaries - noncontrolling interest	136,250	-
Contributions to consolidated subsidiaries - noncontrolling interest	(2,699,589)	(5,334,830)
Noncontrolling interest in subsidiaries' loss	442,523	226,821
Controlling interest net assets, end of year	\$ 2,323,005	\$ 2,222,810

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

Year ended December 31, 2019

	Program Services	Supporting Services		Total
		Management and General	Fundraising	
Salaries and wages	\$ 1,185,626	\$ 134,457	\$ 86,437	\$ 1,406,520
Payroll taxes	76,849	9,365	6,021	92,235
Employee benefits	103,200	9,930	6,384	119,514
	<u>1,365,675</u>	<u>153,752</u>	<u>98,842</u>	<u>1,618,269</u>
Leasing and housing assistance	1,921,670	-	-	1,921,670
Repairs and maintenances	393,309	-	-	393,309
Telephone and utilities	437,199	2,022	1,300	440,521
Professional services	302,327	12,033	7,735	322,095
Insurance	218,376	5,022	3,228	226,626
Memberships, meetings, and training	77,830	12,354	7,942	98,126
Office expense	103,088	8,461	5,440	116,989
Taxes and licenses	90,226	304	195	90,725
Interest	250,105	-	-	250,105
Bad debts	34,425	-	-	34,425
Rent	43,056	7,828	5,032	55,916
Marketing	10,864	1,306	839	13,009
Postage	3,312	263	169	3,744
Miscellaneous expense	64,918	2,510	1,613	69,041
	<u>5,316,380</u>	<u>205,855</u>	<u>132,335</u>	<u>5,654,570</u>
Depreciation and amortization	1,075,436	556	357	1,076,349
Total expenses	<u>\$ 6,391,816</u>	<u>\$ 206,411</u>	<u>\$ 132,692</u>	<u>\$ 6,730,919</u>

(continued)

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES - CONTINUED

Year ended December 31, 2018

	Program Services	Supporting Services		Total
		Management and General	Fundraising	
Salaries and wages	\$ 1,108,947	\$ 37,696	\$ 44,173	\$ 1,190,816
Payroll taxes	69,823	8,655	5,564	84,042
Employee benefits	95,692	9,896	6,362	111,950
	<u>1,274,462</u>	<u>56,247</u>	<u>56,099</u>	<u>1,386,808</u>
Leasing and housing assistance	1,788,812	-	-	1,788,812
Repairs and maintenances	402,635	-	-	402,635
Telephone and utilities	300,504	1,849	1,189	303,542
Professional services	228,119	12,548	8,067	248,734
Insurance	164,568	2,293	1,474	168,335
Memberships, meetings, and training	73,739	11,743	7,549	93,031
Office expense	81,394	7,056	4,536	92,986
Taxes and licenses	76,634	76	49	76,759
Interest	99,256	-	-	99,256
Bad debts	30,043	53	34	30,130
Rent	32,814	5,966	3,835	42,615
Marketing	7,006	1,217	6,906	15,129
Postage	2,702	148	95	2,945
Miscellaneous expense	150,089	16,327	10,496	176,912
	<u>4,712,777</u>	<u>115,523</u>	<u>100,329</u>	<u>4,928,629</u>
Depreciation and amortization	<u>919,183</u>	<u>1,169</u>	<u>752</u>	<u>921,104</u>
Total expenses	<u>\$ 5,631,960</u>	<u>\$ 116,692</u>	<u>\$ 101,081</u>	<u>\$ 5,849,733</u>

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Change in net assets without donor restrictions	\$ (342,328)	\$ (753,667)
Adjustments to reconcile change in net assets without donor restrictions to net cash, cash equivalents, and restricted cash provided by operating activities		
Depreciation	1,074,707	921,104
Amortization	1,642	-
Amortization of debt issuance costs included in interest expense	13,341	3,590
Debt forgiveness	(471,824)	(482,044)
Write-off of other asset	-	39,722
(Increase) decrease in operating assets		
Grant and support receivable	32,151	21,324
Tenant and other receivables	(368,202)	140,195
Prepaid expenses	(94,886)	(9,775)
Other assets	(18,116)	-
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	117,357	(118,940)
Security deposit liability	41,936	2,164
Deferred revenue	45,483	(29,161)
Net cash, cash equivalents, and restricted cash provided by (used in) operating activities	<u>31,261</u>	<u>(265,488)</u>
Cash flows from investing activities:		
Purchases and expenditures on rental property	(22,437,596)	(9,117,521)
Purchases of land	(1,834,642)	-
Construction costs paid	(4,405,758)	-
Payments on capitalized developer fees	(57,303)	-
Tax credit fees paid	(147,763)	-
Net cash, cash equivalents, and restricted cash used in investing activities	<u>(28,883,062)</u>	<u>(9,117,521)</u>

(continued)

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED

Years ended December 31, 2019 and 2018

	2019	2018
Cash flows from financing activities:		
Proceeds from borrowings	\$ 26,019,725	\$ 5,845,306
Loan costs paid	(243,671)	-
Syndication costs paid	(136,250)	-
Bank overdraft	59,535	-
Repayment of debt	(69,055)	(1,204,435)
Contributions to consolidated subsidiaries - noncontrolling interest	2,699,589	5,334,830
	<u>28,329,873</u>	<u>9,975,701</u>
Net cash, cash equivalents, and restricted cash provided by financing activities	(521,928)	592,692
Cash, cash equivalents, and restricted cash, beginning of year	<u>5,539,148</u>	<u>4,946,456</u>
Cash, cash equivalents, and restricted cash, end of year	<u>\$ 5,017,220</u>	<u>\$ 5,539,148</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest, net of amounts capitalized	<u>\$ 135,329</u>	<u>\$ 96,446</u>
Supplemental schedule of non-cash investing and financing activities		
Debt forgiveness	\$ (547,210)	\$ (557,430)
Deferred revenue	75,386	75,386
Debt forgiveness revenue	471,824	482,044
Capitalized developer fee	266,909	-
Rental property	(3,100,234)	(5,449,249)
Accrued expenses	7,309	-
Capitalized amortization	115,181	-
Construction costs payable	2,710,835	5,449,249
	<u>\$ -</u>	<u>\$ -</u>

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2019 and 2018

NOTE 1 - ORGANIZATION AND NATURE OF OPERATIONS

Ability Housing, Inc. (Ability Housing or the Organization) is a tax-exempt, 501(c)(3) non-profit organization incorporated in the State of Florida in 1992 (then named Grove House of Jacksonville, Inc.). In 2004, Ability Housing revised its mission and focus from that of a service organization interested in affordable housing to that of an organization dedicated solely to the development and operation of quality, affordable and supportive housing. In 2015, at the request of the community, Ability Housing expanded to also serve Central Florida. Because of this expansion, in 2016 the organization changed its name to Ability Housing, Inc.

The mission of Ability Housing is to build strong communities where everyone has a home. Ability Housing's vision is a society where housing is a right, not a privilege, and all individuals have safe, affordable housing in vibrant communities. To fulfill its mission, Ability Housing develops and operates quality affordable and supportive rental housing, provides rental assistance so residents can afford market apartments, and coordinates supportive services for tenants. Ability Housing operates the following programs:

CASA is a scattered-site project consisting of 29 single-family and multi-family homes dispersed throughout Jacksonville, Florida. CASA utilizes a shared-housing model which is designed specifically for adults with disabilities wishing to live independently with roommates. The 29 homes provide housing to 60 or more adults with a disability, the majority of which are developmental.

Villages Program consists of quality, multi-family, rental properties targeted to formerly homeless, low- very low- and extremely low-income individuals and families. The Villages Program is dedicated to fostering the dignity and self-sufficiency of all residents. Individualized support services are offered to all residents to allow them to maintain their housing and access community-based services. Through Continuum of Care grants some units are targeted to individuals and families that have been chronically homeless.

The Villages Program currently consists of five properties in Duval County and one in Orange County. Two additional projects are in development, one in Orange County and one in Osceola County. These two entities are Ability WDC, LLC (Ability WDC or Wayne Densch Center) and Gannet Pointe, Ltd. (Gannet Pointe). Wayne Densch Center is a rehab project and approximately 60% of the units were rehabbed and occupied at year end.

Through Villages Program, Ability Housing is also assisting two non-profits to develop three properties, one in Duval County and two in Pasco County.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

The six Villages Program properties currently in operation are:

Mayfair Village Apartments is an 83-unit apartment complex located on Jacksonville's Southside. 42 units are reserved for extremely low-income (earning less than 30% of Area Median Income (AMI) households and 41 units are restricted to very low-income (earning less than 50% of AMI) households. Of the total apartments, 42 are restricted to formerly homeless individuals and families. Mayfair Village is owned by Ability Mayfair II, LLC (Ability Mayfair). Ability Housing is a 0.01% owner of Ability Mayfair and is the managing member and exercises effective control. Accordingly, the LLC is consolidated for financial Ability Housing, Inc. and Affiliates statement reporting in accordance with accounting principles generally accepted in the United States (GAAP). Mayfair Village Apartments was acquired and rehabilitated utilizing low-income housing tax credit equity, a Tax Credit Exchange Program forgivable loan, a HOME Investment Partnership Program loan and a Homeless Housing Assistance Grant.

Renaissance Village Apartments is a 52-unit apartment complex located in Jacksonville's Longbranch community. All units are restricted to serving households who were homeless or at-risk and earn 35% or less of AMI at move-in. Renaissance Village was acquired from Florida Housing Finance Corporation and rehabilitated utilizing a Neighborhood Stabilization Program forgivable loan from the City of Jacksonville.

Oakland Terrace Apartments is a 60-unit apartment complex located on Jacksonville's Eastside with a Section 8 Housing Assistance Payments agreement with the U.S. Department of Housing and Urban Development (HUD); a significant portion of the property's rental income is received from HUD. 48 units are restricted to households earning 60% of AMI and 12 units are restricted to those at 30% of AMI, 6 of which are set aside for special needs households. Ability Housing has instituted a preference for all unit turn-over to be targeted to homeless families. Oakland Terrace is owned by Ability Oakland II, LLC (Ability Oakland).

Ability Housing is a 0.01% owner of Ability Oakland and is the managing member and exercises effective control. Accordingly, Ability Oakland is consolidated for financial statement reporting in accordance with GAAP. Oakland Terrace was acquired and rehabilitated utilizing low-income housing tax credit equity, HUD Mortgage Restructuring and Contingent Repayment Mortgages, and conventional debt. Ability Oakland has a fiscal year-end of October 31st. The October 31, 2019 and 2018 information is reflected in these consolidated financial statements.

Village at Hyde Park Apartments is an 80-unit apartment complex located in Jacksonville's Hyde Park neighborhood. 40 units are reserved for formerly homeless households; 40 units are reserved for households with a disabling condition, eight of which are reserved for formerly chronically homeless households. Eight units are reserved for households earning 22% AMI or less, eight units are reserved for households earning 33% AMI or less and the remaining 64 units are reserved for households earning 60% AMI or less. Village at Hyde Park is owned by Ability Londontowne, LLC (Ability Londontowne). Ability Housing is a 0.01% owner of Ability Londontowne and is the managing member and

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

exercises effective control. Accordingly, the LLC is consolidated for financial Ability Housing, Inc. and Affiliates statement reporting in accordance with GAAP. Village at Hyde Park Apartments was constructed utilizing low-income housing tax credit equity, a National Housing Trust Fund loan and a State Apartment Incentive Loan Program loan; both loans from Florida Housing Finance Corporation.

Village at Hyde Park Apartments' construction was substantially complete at December 31, 2019. The project will be placed into service on January 1, 2020. As of both December 31, 2019 and 2018, the project's construction costs are recorded in construction in process on the accompanying consolidated statements of financial position.

Village on Mercy Apartments is a 166-unit apartment complex located in Orlando's Mercy Drive neighborhood. 83 units are reserved for formerly homeless households; nine of which are reserved for persons with a disabling condition. Twenty-five units are reserved for households earning 40% AMI or less, the remaining are reserved for households earning 60% AI or less. Village on Mercy is owned by Ability Mercy, LLC (Ability Mercy). Ability Housing is a 0.01% owner of Ability Mercy and is the managing member and exercises effective control. Accordingly, the LLC is consolidated for financial Ability Housing, Inc. and Affiliates statement reporting in accordance with GAAP. Village on Mercy Apartments was constructed utilizing low-income housing tax credit equity, a State Apartment Incentive Loan Program Loan and a Viability Loan; both loans from Florida Housing Finance Corporation.

Village on Wiley is a 43-unit apartment complex, located on Jacksonville's Westside. All units are targeted to high utilizers of crisis services, the majority of whom have been chronically homeless. 13 units are reserved for households earning 33% or less of AMI, the remaining 30 units target households earning 50% or less of AMI. Village on Wiley was financed with a State Apartment Inceptive Loan Program and Extremely Low Income Loan; both loans are forgivable and are from Florida Housing Finance Corporation.

HousingLink serves persons that have been chronically homeless, persons with a disability and have experienced long-term or repeated episodes of homelessness. Ability Housing provides rental assistance which gives individuals the opportunity to afford market housing in the community; and contracts with area service providers to ensure each resident is provided voluntary, individualized case management services so that the household may retain their housing and increase their self-sufficiency.

The **Resident Enrichment** program ensures that Ability Housing's residents have the supports and enrichment opportunities they need to enhance their lives. Ability Housing contracts and partners with nonprofits in the community to provide voluntary, individualized case management services, as well as workshops and trainings for all residents.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Ability Housing, its wholly owned subsidiaries, and subsidiaries in which it has a majority ownership or less than a majority ownership interest but for which Ability Housing exercises control. These entities are included in the consolidation according to GAAP which requires that entity accounts be consolidated for all limited partnerships or limited liability companies which are deemed to be controlled by Ability Housing.

All significant intercompany transactions and balances have been eliminated in consolidation.

Basis of Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with GAAP. Net assets, support and revenues, and expenses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes in net assets are classified and reported as follows:

Without Donor Restrictions: Net assets available for use in general operations and not subject to donor restrictions.

With Donor Restrictions: Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenues are reported as increases in net assets without donor restrictions, unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities, are reported as increases or decreases in net assets without donor restrictions. Expirations of restrictions on net assets are reported as reclassifications between applicable net asset classes.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Adoption of New Accounting Principles

During November 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-18 (ASU), Restricted Cash, as an update to ASC 230, Statement of Cash Flows. The ASU addresses diversity in practice that exists in and clarifies the guidance on the classification and presentation of restricted cash on the statements of cash flows and requires additional disclosures about restricted cash balances. The new guidance requires that restricted cash be included in cash and cash equivalents on the statements of cash flows for all periods presented. For any entity not defined as a Public Business Entity adoption is required for fiscal years commencing after December 15, 2018 and is required to be applied retrospectively for all periods presented. The Organization adopted the ASU effective January 1, 2019.

In January 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-01, Financial Instruments - Overall. The purpose of the ASU is to improve reporting and disclosures for financial instruments. The Organization adopted the ASU effective January 1, 2019. Adoption of the ASU did not result in any reclassifications or restatements to net assets or changes in net assets.

In June 2018, the FASB issued ASU 2018-08, Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made. The purpose of this ASU to determine (a) whether transactions should be accounted for as contributions (non-exchange transactions) within the scope of nonprofit guidance, or as exchange transactions subject to other guidance, and (b) whether a contribution is conditional. The Organization adopted the ASU effective January 1, 2019. Adoption of the ASU did not result in any reclassifications or restatements to net assets or changes in net assets.

During 2014, the FASB issued ASU 2014-09 (ASU) and other related ASUs subsequent amendments, Revenue from Contracts with Customers, as an update to ASC 606, Revenue. The purpose of this ASU is to improve comparability of revenue practices among industries. The Organization adopted the ASUs effective January 1, 2019. The implementation of the change in revenue recognition for the ASC 606 was not significant to the financial statements.

Cash, Cash Equivalents, and Restricted Cash

Ability Housing considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. All certificates of deposit are considered cash.

As described in "Adoption of New Accounting Principles," effective January 1, 2019, the Organization adopted the ASU which requires the restricted cash be included in cash and cash equivalents on the consolidated statements of cash flows.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Cash, cash equivalents, and restricted cash as of December 31, 2019 and 2018 consisted of the following:

	2019	2018
Cash and cash equivalents	\$ 727,953	\$ 1,508,515
Investments	1,373,561	1,171,649
Restricted deposits and reserves	2,915,706	2,858,984
Total cash, cash equivalents, and restricted cash shown on the consolidated statements of cash flows	<u>\$ 5,017,220</u>	<u>\$ 5,539,148</u>

Non-controlling Interest in Limited Liability Companies

GAAP requires consolidated subsidiaries that have non-controlling interests to include the non-controlling ownership interest in the net assets of Ability Housing.

Advertising Costs

The Organization's policy is to expense advertising costs when incurred.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Investments

Investments are carried at fair value and any gain or loss from mark-to market accounting valuations will be recorded as an unrealized gain or loss in the consolidated statements of activities and changes in net assets. Realized gains and losses are recorded as of the trade date.

Debt Issuance Costs

In accordance with GAAP, debt issuance costs are presented as an offset of the related debt instruments within the liabilities section of the accompanying consolidated statements of financial position. Debt issuance costs are being amortized using the straight-line method over the term of the mortgage and amortization expense is included in interest expense on the accompanying consolidated statements of activities and changes in net assets.

GAAP requires that the effective interest method be used to amortize debt issuance costs; however, the effect of using the straight-line method is not materially different from the

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

results that would have been obtained under the effective interest method. Estimated amortization expense for the five ensuing years through December 31, 2024 is expected to be \$65,179, \$9,179, \$9,179, \$9,179, and \$9,179, respectively.

Tax Credit Fees

Tax credit fees in the amount of \$147,763 are being amortized using the straight-line method over the mandatory fifteen year compliance period. Amortization expense for the years ended December 31, 2019 and 2018 was \$1,642 and \$0, respectively. Accumulated amortization of tax credit fees as of December 31, 2019 and 2018 was \$1,642 and \$0, respectively. The tax credit fees and associated accumulated amortization are included in other assets on the accompanying consolidated statements of financial position. Estimated amortization expense for the five ensuing years is expected to be \$9,851 annually.

Accounts Receivable

Grants, contracts and other accounts receivable are stated at the amount management expects to collect from outstanding balances. If amounts become uncollectible, they will be charged to the program when the determination is made. At December 31, 2019 and 2018, there was no allowance for doubtful accounts.

Tenant receivables are charged to bad debt expense when they are determined to be uncollectible based upon a periodic review of the accounts by management. GAAP requires that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method for tenant receivables is not materially different from the results that would have been obtained under the allowance method.

Construction in Process

Construction in process is stated at cost.

Property and Equipment

Property and equipment are stated at cost. Donated assets are recorded at fair value. Depreciation is computed using the straight-line method over the estimated useful lives of the individual assets. Improvements are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred. The estimated useful lives used in determining straight-line depreciation are:

Buildings	27.5 - 40 years
Building improvements	7 - 40 years
Furniture, fixtures and equipment	3 - 7 years

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Impairment of Long-Lived Assets

Ability Housing reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flows analysis, or other valuation technique. No impairment losses were recognized during the years ended December 31, 2019 or 2018.

Capitalization of Soft Costs

The Organization capitalizes soft costs during the development of its projects. During the years ended December 31, 2019 and 2018, interest costs of \$548,218 and \$12,549, respectively, insurance costs of \$70,861 and \$215,774, respectively, and real estate taxes of \$31,092 and \$7,938, respectively, were capitalized and are included in construction in process or placed into service and included in property and equipment on the accompanying consolidated statements of financial position.

Income Taxes

Ability Housing is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code as confirmed in an exemption letter dated July 31, 1992. However, any unrelated business income may be subject to taxation. For the years ended December 31, 2019 and 2018, Ability Housing has no obligation for any unrelated business income tax.

Ability Mayfair, Ability Oakland, Ability Mercy, Ability Londontowne, and Gannet Pointe are entities that have elected to be treated as pass-through entities for income tax purposes and, as such, are not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by their owners on their respective income tax returns. Each entity's federal tax status as a pass-through entity is based on their respective legal status as a limited liability company. Accordingly, the entities are not required to take any tax positions in order to qualify as pass-through entities. The individual entities are required to file and do file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these consolidated financial statements do not reflect a provision for income taxes and the entities have no other tax positions which must be considered for disclosure.

Generally, income tax returns filed by Ability Housing and its affiliates are subject to examination by the Internal Revenue Service for a period of three years. While no income tax returns are currently being examined by the Internal Revenue Service, tax years since 2016 remain open.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Functional Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis in the consolidated statements of activities and changes in net assets and consolidated statements of functional expenses. Certain costs attributable to more than one program or supporting function have been allocated among the programs and supporting services benefited. Expenses are allocated among program and supporting services on a basis of time and effort (such as salaries and benefits) as well as square footage (such as depreciation, office and occupancy) or other reasonable and consistent methodology.

Rental Income

Rental income is recognized as rents become due. Rental payments received in advance are deferred until earned. All leases between the Organization and the tenants of the property are operating leases and are typically for a period of one year or less. For the years ended October 31, 2019 and 2018, Ability Oakland earned \$513,933 and \$474,321, respectively, in HUD Section 8 subsidies. For the years ended December 31, 2019 and 2018, Ability Mayfair earned subsidies from several sources totaling \$195,334 and \$143,393, respectively. For the years ended December 31, 2019 and 2018, Renaissance Village earned subsidies from several sources totaling \$61,769 and \$61,292, respectively. For the year ended December 31, 2019 and 2018, Village on Wiley earned subsidies from several sources totaling \$237,645 and \$226,617, respectively. For the year ended December 31, 2019 and 2018, CASA earned subsidies from several sources totaling \$12,512 and \$15,835, respectively. For the year ended December 31, 2019 and 2018, Ability Mercy earned subsidies from several sources totaling \$16,790 and \$0, respectively.

Contributions

Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions that are temporary in nature are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

Recognition of Grant Revenue

Ability Housing recognizes non-reimbursable grants as revenue without donor restrictions when awarded. Certain grants are received under the cost reimbursement method and are recognized in revenue without donor restrictions as reimbursable expenditures are incurred. Amounts received that are designated for future periods or restricted by the grantor are reported as donor restricted support that increases those net asset classes. However, if a restriction is fulfilled in the same time period in which the grant is received, the Organization

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

reports the grant as support without donor restriction.

Tax Credit Exchange Funds

Tax credit exchange funds are accounted for as a government grant related to assets. Upon receipt, exchange funds are recorded as deferred liabilities and recognized as income over the life of the related assets.

Forgiveness of Tax Credit Exchange Loan

The Organization recognizes forgiveness of tax credit exchange loans based on the specific terms of forgiveness set forth in the loan documents. The terms of the Organization's tax credit exchange loan provide for forgiveness based on terms that are contingent and are not recognized until such contingencies are resolved. All amount of the loan for which forgiveness is recognized are considered tax credit exchange funds and accounted for as a government grant related to assets.

Forgiveness of Loans

The Organization recognizes forgiveness of loans for CASA and Village on Wiley based on the specific terms of forgiveness set forth in the loan documents.

Ground Lease

The Organization accounts for a ground lease for Ability WDC as an operating lease and pays Sunsystem Development Corporation, d/b/a Florida Hospital Foundation (the Landlord) annual rent of \$1 (see Note 5).

Developer Fees

The Organization enters into contracts to develop properties on a fee basis for projects in which the Organization holds an interest through a general partnership (or company) interest or for unrelated third parties. In these cases, the Organization typically agrees to be responsible for all aspects of development through the completion of construction of the project. In return for the development services provided, the Organization receives payments as certain milestones are achieved. A portion of the fees is received at various, specified dates in the partnership (or operating) agreements and are paid from capital contributions of the limited partner(s) (or investor member(s)) or other development sources. In addition to the fees paid from capital contributions or other development sources, generally, a portion of the fees will be paid from future cash flows of the various projects as cash becomes available, but not at predetermined, specified dates.

Management also identified any variable consideration according to the terms of each agreement. For any variable consideration that is identified, management uses the best estimate approach to establish the total transaction price of the contract. Once the transaction

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

price is established, management allocates the price among the performance obligations as designated in the contracts. Generally, management has determined that approximately twenty percent of the performance obligations are incurred prior to the initial closing of the projects, with the remaining approximately eighty percent of the performance obligations being incurred during construction. The portion of the transaction price that is recognized during construction is recognized using the input method, based on the proportion of the total construction contract that has been incurred to date.

Developer fees earned are capitalized in the respective entity's building or construction in process basis and recorded as income by Ability Housing. Developer fees earned and capitalized for consolidated affiliates, along with the corresponding receivable and payable for consolidated entities for developer fees not paid as of December 31, 2019 and 2018 are also eliminated in consolidation.

During the years ended December 31, 2019 and 2018, the Organization recognized \$313,067 and \$0, respectively, of revenue associated with development contracts that does not eliminate, which is included in other income on the accompanying consolidated statements of activities and changes in net assets. At December 31, 2019 and 2018, \$138,067 and \$0, respectively, of development fees that do not eliminate remain outstanding and are included in tenant and other receivables on the accompanying consolidated statements of financial position.

Donated Materials, Long-lived Assets, Facilities & Services

Donated materials are recorded as contributions at their estimated fair value at the date of donation. Long-lived assets or the use of facilities are recorded as contributions in the period received at fair value. Contributions of services are recognized in the consolidated financial statements if the services enhance or create nonfinancial assets or require specialized skills and are provided by individuals possessing those skills.

Promises to Give

Promises to give are recorded as revenue at net realizable value based on historical trends. Payments due in future periods are discounted to present value and recorded as net assets with donor restrictions. As of December 31, 2019 and 2018, there were no promises to give.

Reclassifications

Certain items from prior year consolidated financial statements have been reclassified to conform to the current year presentation. These reclassifications had no effect on the previously reported net assets or changes in net assets of the Organization.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

NOTE 3 - FAIR VALUE MEASUREMENTS

The Organization uses fair value measurements to record fair value adjustments to certain assets and liabilities. The FASB established a framework for measuring fair value, established a three-level valuation hierarchy for disclosure of fair value measurement and enhanced disclosure requirements for fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The Organization uses various valuation approaches, including market, income and/or cost approaches. The framework establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs, as follows:

Level 1 - Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 - Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 - Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

The following is a description of the valuation methodologies used for instruments measured at fair value:

Investments: The fair values of investments are based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, due to the limited market activity of the instrument, fair value is based upon externally developed models that use unobservable inputs.

The following tables of the Organization's financial assets and liabilities that were accounted for at a fair value on a recurring basis as of December 31, 2019 and 2018. The financial assets and liabilities are classified in their entirety based on the lowest level of input that is

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

significant to the fair value measurement. The Organization's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and their placement within the fair value hierarchy levels. The tables do not include cash on hand or other assets and liabilities that are measured at historical cost or any basis other than fair value.

The fair value of investments using level 1 inputs comprise of the following:

	Fair Value as of December 31, 2019
Equity mutual funds	\$ 929,625
Fixed income mutual funds	443,936
	<u>\$ 1,373,561</u>
	Fair Value as of December 31, 2018
Equity mutual funds	\$ 691,224
Fixed income mutual funds	267,998
Hedge mutual funds	165,774
Commodities	46,653
	<u>\$ 1,171,649</u>

NOTE 4 - INVESTMENTS

As of December 31, 2019, investments are comprised of the following:

	Cost	Gross Unrealized Gain (Loss)	Fair Value
Equity mutual funds	\$ 854,442	\$ 75,183	\$ 929,625
Fixed income mutual funds	431,643	12,293	443,936
	<u>\$ 1,286,085</u>	<u>\$ 87,476</u>	<u>\$ 1,373,561</u>

Realized gains and losses of sales of mutual funds for the year ended December 31, 2019 were:

Gross proceeds	<u>\$ 2,132,311</u>
Realized gains	<u>\$ 65,464</u>

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

As of December 31, 2018, investments are comprised of the following:

	Cost	Gross Unrealized Gain (Loss)	Fair Value
Equity mutual funds	\$ 722,339	\$ (31,115)	\$ 691,224
Fixed income mutual funds	275,384	(7,386)	267,998
Hedge mutual funds	176,587	(10,813)	165,774
Commodities	53,790	(7,137)	46,653
	<u>\$ 1,228,100</u>	<u>\$ (56,451)</u>	<u>\$ 1,171,649</u>

Realized gains and losses of sales of mutual funds for the year ended December 31, 2018 were:

Gross proceeds	<u>\$ 131,719</u>
Realized gains	<u>\$ 3,517</u>

NOTE 5 - GROUND LEASE

Ability WDC entered into a lease agreement (the Ground Lease) with the Landlord on January 1, 2016 (the Commencement date). The lease is for 20 years with a renewal option for an additional 5 years. Under the Ground Lease, Ability WDC pays the Landlord \$1 on or before the anniversary of the Commencement Date, as defined in the Ground Lease, each year.

NOTE 6 - CONSTRUCTION IN PROCESS

Construction in process at December 31, 2019 and 2018 consisted of:

	2019	2018
Village on Mercy - Orange County, new construction	\$ -	\$ 10,926,491
Wayne Densch Center - Orange County, rehabilitation	2,860,482	1,967,950
Village at Hyde Park - Duval County, new construction	13,030,009	1,667,186
Gannet Pointe - Osceola County, new construction	3,035,415	-
Other projects in development	33,984	68,724
	<u>\$ 18,959,890</u>	<u>\$ 14,630,351</u>

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

NOTE 7 - PROPERTY AND EQUIPMENT

A summary of property and equipment is as follows:

	2019	2018
Ability Housing - Administration		
Land	\$ 62,000	\$ 62,000
Equipment	86,303	86,303
Accumulated depreciation	(72,994)	(69,025)
	<u>\$ 75,309</u>	<u>\$ 79,278</u>
Ability Housing - CASA Scattered Sites		
Land	\$ 310,062	\$ 310,062
Buildings and improvements	3,444,223	3,423,979
Accumulated depreciation	(1,352,733)	(1,252,086)
	<u>\$ 2,401,552</u>	<u>\$ 2,481,955</u>
Ability Housing - Renaissance Village		
Land	\$ 110,000	\$ 110,000
Buildings and improvements	5,912,424	5,912,424
Building equipment	49,000	49,000
Accumulated depreciation	(1,145,262)	(997,451)
	<u>\$ 4,926,162</u>	<u>\$ 5,073,973</u>
Ability Housing - Village on Wiley		
Land	\$ 285,000	\$ 285,000
Land improvements	75,815	-
Buildings and improvements	5,150,472	5,150,472
Equipment	161,862	161,862
Accumulated depreciation	(738,421)	(567,310)
	<u>\$ 4,934,728</u>	<u>\$ 5,030,024</u>
Ability Housing - Wayne Densch Center		
Buildings and improvements	\$ 1,475,093	\$ -
Land improvements	130,227	-
Furniture and fixtures	134,974	-
Accumulated depreciation	(36,277)	-
	<u>\$ 1,704,017</u>	<u>\$ -</u>
Ability Londontowne		
Land	<u>\$ 498,000</u>	<u>\$ 498,000</u>

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

	2019	2018
Ability Mayfair II (as consolidated)		
Land	\$ 265,000	\$ 265,000
Buildings and improvements	12,317,568	12,317,568
Equipment	109,768	111,303
Accumulated depreciation	(3,118,697)	(2,812,297)
	<u>\$ 9,573,639</u>	<u>\$ 9,881,574</u>
Ability Mercy (as consolidated)		
Land	\$ 1,366,642	\$ 1,360,000
Building and improvements	17,848,758	-
Furniture, fixtures and equipment	1,465,302	-
Accumulated depreciation	(144,486)	-
	<u>\$ 20,536,216</u>	<u>\$ 1,360,000</u>
Ability Oakland II (as consolidated)		
Land	\$ 230,000	\$ 230,000
Buildings and improvements	6,425,106	6,425,106
Equipment	149,858	149,858
Accumulated depreciation	(1,117,720)	(955,249)
	<u>\$ 5,687,244</u>	<u>\$ 5,849,715</u>
Gannet Pointe		
Land	<u>\$ 1,828,000</u>	<u>\$ -</u>
Total	<u>\$ 52,164,867</u>	<u>\$ 30,254,519</u>

NOTE 8 - LINE OF CREDIT

The Organization has a revolving line of credit with a commercial bank in the amount of \$700,000. Interest is to be accrued at the LIBOR daily floating rate plus 2.5% (4.30% and 5.02% at December 31, 2019 and 2018, respectively). The note is secured by certain cash and investments. Payments are due upon demand. The outstanding balance at December 31, 2019 and 2018 was \$250,000 and \$250,000, respectively. As of December 31, 2019 and 2018, accrued interest was \$2,367 and \$2,367, respectively, which is included in accrued expenses on the accompanying statements of financial position.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

NOTE 9 - LONG-TERM DEBT

	<u>2019</u>	<u>2018</u>
Loan from Federal Home Loan Bank of Atlanta in the amount of \$400,000. No interest due. Matures 2026. The mortgage will be forgiven if all agreement requirements are met. The funds were used for rehabilitation of CASA homes.	\$ 400,000	\$ 400,000
Unsecured commercial bank loan in the amount of \$250,000 with interest at 2%, paid quarterly. The note is a four year loan but has an extended due date of October 2021. At the initial four year maturity of January 2020, eight quarterly principal payments of \$31,250 began.	250,000	250,000
CASA mortgage payable from Florida Housing Finance Corporation. The mortgage bears no interest. Collateral is specific real property and rent assignment. Annual principal payments of \$8,400 begin December 2022 with a maturity balloon payment in December 2037.	252,000	252,000
CASA mortgage payable from Florida Housing Finance Corporation. The mortgage bears no interest. Collateral is specific real property. Annual principal payments of \$8,400 begin March 2023 with a maturity balloon payment in March 2038.	252,000	252,000
CASA mortgages payable from the City of Jacksonville. \$296,130 was obtained as a HOME grant. The mortgages bear no interest. Collateral is specific real properties. Due dates are 2016-2027. The mortgages will be forgiven at the end of 10-20 year period if all agreement requirements are met. No amounts were forgiven in 2019 and 2018, respectively.	100,000	100,000

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

	2019	2018
CASA - various mortgages payable, in aggregate monthly installments of \$3,166. Interest rates are 6.25% at December 31, 2019. All remaining mortgages mature in 2035. Secured by real estate.	125,076	144,665
CASA - twelve mortgages from Florida Housing Finance Corporation, all of which bear no interest. Ten mortgages payable in total of \$16,652 annually which mature in 2034. Two mortgages payable in installments of \$4,200 beginning in 2021 which mature in 2036.	369,714	386,366
CASA - Jacksonville Housing Commission as a SHIP Grant. Grant proceeds were a down payment assistance in the form of a second mortgage, not to exceed 20% of the purchase price of any one home. The mortgage will be forgiven at the end of 10-15-year periods, provided all agreement requirements are met. \$91,000 and \$87,020 was forgiven in 2019 and 2018, respectively. No interest is charged or accrued.	100,000	191,000
Gannet Pointe has a construction loan with Bank of America, N.A. in the original principal amount of \$7,559,703. Interest is accrued at the LIBOR Daily Floating Rate plus 210 basis points (3.90% at December 31, 2019) as defined in the loan agreement. Accrued interest was \$7,309 and \$0 at December 31, 2019 and 2018, respectively. Maturity is on August 30, 2021.	1,309,937	-
Gannet Pointe has a SAIL loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$4,318,000. Interest is accrued at 0.3%. Accrued interest was \$0 and \$0 at December 31, 2019 and 2018, respectively. Principal and interest payments are only payable from annual cash flow. Maturity is on March 1, 2040. The note is secured by the real property.	850,966	-

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Gannet Pointe has a SAIL ELI loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$182,000. The note bears no interest and will be forgiven over the term as outlined in the loan agreement. Maturity is on March 1, 2040. The note is secured by the real property.	35,867	-
Village on Wiley promissory notes from Florida Housing Finance Corporation totaling \$5,975,000, with interest at zero percent and principal nonamortizing. These notes are subject to a construction agreement and provide for a twenty year, permanent loan period, maturing December 2034. The mortgage note will be forgiven at a rate of five percent on each anniversary date of the date the development was placed in service (November 2015) if all agreement requirements are met. \$290,460 was forgiven in both 2019 and 2018, respectively.	4,647,359	4,937,819
Renaissance Village has a construction loan from the City of Jacksonville. \$6,606,000 was the total available. Final balance drawn was \$6,421,423. Collateralized by specific real property. The note bears no interest. The note will be forgiven in 2052 if the property remains affordable housing.	6,421,424	6,421,424
Ability Mercy has a construction loan with Bank of America, N.A. in the original principal amount of \$15,250,000. Interest is accrued at the LIBOR Monthly Floating Rate (4.91% and 5.55% at December 31, 2019 and 2018, respectively). Accrued interest was \$55,722 and \$2,447 at December 31, 2019 and 2018, respectively. Maturity is on April 10, 2020.	13,770,828	2,661,416
Ability Mercy has entered a Viability loan agreement with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$1,335,205. The loan bears no interest and matures on April 10, 2050. As of December 31, 2019, the loan has not been funded. The note is secured by the real property.	-	-

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Ability Mercy has a SAIL loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$5,000,000. Interest is accrued at 1%. Accrued interest was \$39,939 and \$10,102 at December 31, 2019 and 2018, respectively. Principal and interest payments are only payable from annual cash flow. Maturity is on April, 10, 2050. The note is secured by the real property.	3,004,525	2,810,087
Ability Londontowne has a NHTF loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$1,452,286. The loan will bear no interest and will be forgiven after a term of 30 years including a 2.5 year construction period. The note is secured by the real property.	1,157,115	-
Ability Londontowne has a SAIL loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$2,865,000. The loan will bear interest at 1% per annum for a term of 30 years including a 2.5 year construction period. The note is secured by the real property.	1,162,626	-
Ability Londontowne entered a construction loan agreement with JPMorgan Chase Bank, N.A., in the original principal amount of \$8,000,000. The term of the loan is 24 months. The loan is interest only with a floating rate equal to the 30 day LIBOR rate plus 225 basis points (4.75% at December 31, 2019). The note is secured by the real property.	7,774,954	-
Ability WDC has entered a loan agreement with Florida Community Loan Fund, Inc. in the original amount of \$2,570,000. The loan bears interest at 4% per annum and matures on July 11, 2020.	582,757	34,544

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Ability WDC has entered a construction loan agreement with Neighborhood Lending Partners of Florida, Inc. and Orange County, Florida. The loan is divided into two tranches of \$1,000,000 each for a total of \$2,000,000. Interest accrues at 1%. Maturity is on July 2038. The note is secured by the real property.	2,000,000	123,803
Ability Oakland has a mortgage payable with Bellweather Enterprise Real Estate. The loan has an interest rate of 3.75%. The note is secured by the property and all rights and interest related thereto. The original balance was \$2,148,900 with monthly principal and interest payments of \$9,354. The note matures in January 2051.	2,032,126	2,064,940
Ability Mayfair has a mortgage payable under the Tax Credit Exchange Program administered by the Florida Housing Finance Corporation. The original principal amount was \$2,485,000. The mortgage bears no interest. Upon meeting certain requirements, as determined by Florida Housing Finance Corporation, the mortgage began in 2012 to be forgiven at a rate of 6.76% annually. \$165,750 was forgiven in both 2019 and 2018.	1,159,003	1,324,753
Ability Mayfair has a mortgage payable under the HOME program administered with the Florida Housing Finance Corporation. Principal of up to \$4,000,000 can be used for the acquisition, rehabilitation, and permanent financing of the Project. The note matures in October 2036 and the principal is due at that time. No interest is charged or accrued.	<u>4,000,000</u>	<u>4,000,000</u>
Total	\$ 51,758,277	\$ 26,354,817
Less unamortized debt issuance costs	<u>(346,093)</u>	<u>(115,763)</u>
	51,412,184	26,239,054
Less current portion of debt	<u>(14,990,490)</u>	<u>(647,236)</u>
Long-term debt, net	<u>\$ 36,421,694</u>	<u>\$ 25,591,818</u>

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Maturities by year are as follows:

2020	\$	14,990,490
2021		9,725,557
2022		527,904
2023		638,115
2024		540,009
Thereafter		25,336,202
Total	\$	<u>51,758,277</u>

As of December 31, 2019 and 2018, total accrued interest was \$115,412 and \$19,217, respectively, which is included in accrued expenses on the accompanying statements of financial position. During the years ended December 31, 2019 and 2018, total interest expense incurred was \$250,105 and \$99,256, respectively, which includes amortization of debt issuance costs of \$13,341 and \$3,590, respectively.

As mentioned above, Ability Mayfair obtained a forgivable loan from the Florida Housing Finance Corporation (FHFC), under the Tax Credit Exchange Program. The loan bears no interest. The principal amount shall be forgiven at a rate of 6.76% per annum over the 15 year IRS affordability and compliance monitoring extended use period on each anniversary date of the date the project is placed in services as a “qualified low-income housing development”. Forgiveness of the loan is subject to Ability Mayfair maintaining compliance with the Section 42 and FHFC compliance requirements. The loan matures in 2026. The annual forgiveness amount is expected to be \$165,750 per year. The principal balance as of December 31, 2019 and 2018 was \$1,159,003 and \$1,324,753, respectively. For the years ended December 31, 2019 and 2018, \$90,364 and \$90,364 (see Note 2), respectively, was recognized as income and is included in debt forgiveness revenue on the accompanying consolidated statements of activities and changes in net assets. Deferred revenue as of December 31, 2019 and 2018 was \$603,088 and \$527,702 (see Note 2), respectively, which is included in deferred revenue on the accompanying consolidated statements of financial position.

CASA has forgivable loans from the City of Jacksonville and Jacksonville Housing Commission. The loans are forgiven as certain requirements are met. During the years ended December 31, 2019 and 2018, a total of \$91,000 and \$101,220, respectively, were forgiven on the loans and recognized as income which is included in debt forgiveness revenue on the accompanying consolidated statements of activities and changes in net assets.

Village on Wiley has forgivable loans from Florida Housing and Finance Corporation. The loan are forgiven as certain requirements are met. During the years ended December 31, 2019 and 2018, a total of \$290,460 and \$290,460, respectively, was forgiven on the loans and recognized as income which is included in debt forgiveness revenue on the accompanying consolidated statements of activities and changes in net assets.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

NOTE 10 - CONSTRUCTION CONTRACTS

Ability Mercy

During 2017, Ability Mercy entered into a construction contract with Sauer Incorporated, an unrelated party, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$16,675,654 plus approved change orders of \$300,353 as of December 31, 2019. As of December 31, 2019 and 2018, \$16,976,007 and \$9,028,455, respectively, of the construction contract has been incurred. As of December 31, 2019 and 2018, construction costs of \$1,381,110 and \$4,009,038, respectively, remain payable, including retainage payable of \$848,800 and \$892,492, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

Ability Londontowne

During 2018, Ability Londontowne entered into a construction contract with Sauer Incorporated, an unrelated party, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$10,761,513 plus approved change orders of \$617,058 as of December 31, 2019. As of December 31, 2019 and 2018, \$11,319,672 and \$367,610, respectively, of the construction contract has been incurred. As of December 31, 2019 and 2018, construction costs of \$1,202,148 and \$166,068, respectively, remain payable, including retainage payable of \$96,038 and \$29,536, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

Ability WDC

During 2017, Ability WDC entered into a construction contract with Sauer Incorporated, an unrelated party, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$5,194,701 plus approved change orders of \$268,949 as of December 31, 2019. As of December 31, 2019 and 2018, \$4,063,286 and \$1,524,752, respectively, of the construction contract has been incurred. As of December 31, 2019 and 2018, construction costs of \$880,420 and \$1,274,143, respectively, remain payable, including retainage payable of \$339,470 and \$147,292, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

Gannet Pointe

During 2019, Gannet Pointe entered into a construction contract with Parramore Development & Construction, LLC (Parramore), an affiliate of one of the co-general partners of Gannet Pointe, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$11,434,080 plus approved change orders of \$21,354 as of December 31, 2019. As of December 31, 2019 and 2018, \$559,841 and \$0,

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

respectively, of the construction contract has been incurred. As of December 31, 2019 and 2018, construction costs of \$290,248 and \$0, respectively, remain payable, including retainage payable of \$42,690 and \$0, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

NOTE 11 - PROPERTIES AND SOURCES OF REVENUE

CASA

Ability Housing is a scattered-site rental program consisting of 21 single family and 8 multi-family homes throughout Jacksonville, Florida. The homes are rented to qualifying, low-income, adults with disabilities. Rents are based on ability to pay. Excess costs to maintain and service the debt on the homes are made up through contributions and grants. Major renovations, funded through a Federal Home Loan Bank Affordable Housing Program grant were conducted in 2012 and 2013.

Mayfair Village Apartments

In January 2008, Ability Mayfair, LLC (wholly owned by Ability Housing) purchased an existing apartment complex. The complex was appraised at \$4,509,130. The purchase price was \$3,209,130. The \$1,300,000 difference in purchase price and appraised value was recognized as a contribution.

The apartment complex was sold at a loss of \$1,371,831 during the year ended June 30, 2011 to Ability Mayfair II, LLC (Ability Mayfair) of which Ability Housing has .01% ownership with effective contractual control. The sales price of the apartment complex was \$2,650,000. The loss is eliminated in consolidation.

As of December 31, 2019 and 2018, developer fees totaling \$1,851,608 and \$1,787,094, respectively, have been paid to Ability Housing. As of December 31, 2019 and 2018, \$5,613 and \$70,127, respectively, of developer fees and accrued interest remain payable. These fees and payables are eliminated in consolidation.

As of December 31, 2019 and 2018, Ability Mayfair has a non-interest bearing note payable due in April 2026 totaling \$346,916 and \$346,916, respectively, to Ability Housing. This note is eliminated in consolidation.

Renaissance Village Apartments

In April 2010, Ability Housing purchased Renaissance Village, an existing complex. Rehabilitation of the complex began during the year ended June 30, 2011. The rehabilitation was completed in 2012 with \$6,071,423 in costs that were capitalized.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Oakland Terrace Apartments

Ability Oakland is a limited liability company that was formed in 2013 for the purpose of purchasing, rehabilitating, owning and operating a 60-unit low-income housing complex located in Jacksonville, Florida. Ability Oakland II MM, LLC (wholly owned by Ability Housing) is the managing member with an interest of 0.01%, with effective contractual control. The apartment complex was purchased from an LLC 100% owned by Ability Housing at a gain of \$1,588,094. The gain is eliminated in consolidation and the basis of the Ability Oakland building is reduced.

As of December 31, 2019 and 2018, developer fees totaling \$997,471 and \$997,471, respectively, have been paid to Ability Housing. As of December 31, 2019 and 2018, \$374,785 and \$374,785, respectively, of developer fees remain payable. These fees and payables are eliminated in consolidation.

At December 31, 2019 and 2018, Ability Oakland has three notes payable to Ability Housing totaling \$1,118,142 and \$1,118,142, respectively, with accrued interest of \$443,219 and \$376,130, respectively. These notes and accrued interest are eliminated in consolidation.

Village on Wiley

In 2014, Ability Housing purchased land for Village on Wiley and began new construction. Construction was primarily completed in 2015. \$5,597,334 in costs were capitalized.

Ability Mercy

Ability Mercy has a developer fee agreement with Ability Housing. As of December 31, 2019 and 2018, developer fees totaling \$284,370 and \$151,323, respectively, have been paid to Ability Housing. As of December 31, 2019 and 2018, \$3,144,862 and \$2,276,095, respectively, of developer fees remain payable. These fees and payables are eliminated in consolidation.

Ability Londontowne

Ability Londontowne has a developer fee agreement with Ability Housing. As of December 31, 2019 and 2018, developer fees totaling \$478,863 and \$173,250, respectively, have been paid to Ability Housing. As of December 31, 2019 and 2018, \$1,751,498 and \$388,032, respectively, of developer fees remain payable. These fees and payables are eliminated in consolidation.

Gannet Pointe

Gannet Pointe has a developer fee agreement with Ability Housing and DDER Development, LLC, an affiliate of one of the co-general partners of Gannet Pointe, who are co-developing the apartment complex for a total developer fee of \$2,465,430. Pursuant to the developer

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

agreement, Ability Housing is entitled to 45% of the total developer fee. As of December 31, 2019 and 2018, developer fees totaling \$127,096 and \$0, respectively, have been paid including \$69,793 and \$0, respectively, paid to Ability Housing. As of December 31, 2019 and 2018, \$462,381 and \$0, respectively, of developer fees remain payable including \$195,472 and \$0, respectively, payable to Ability Housing. The fees and payables to Ability Housing are eliminated in consolidation.

NOTE 12 - RETIREMENT PLAN

Ability Housing adopted a Simple IRA plan in 1998 for its employees. Ability Housing contributed \$14,507 and \$13,481 on behalf of its employees for the years ended December 31, 2019 and 2018, respectively.

NOTE 13 - LEASES

Ability Housing relocated in October 2017 with lease obligations beginning at \$3,988 per month and increasing 3% annually each February through January 2023 with a renewal option through January 2026.

Ability Housing also leases an office in Orlando, Florida for \$468 per month for 2018. The lease expired on December 31, 2018, but was extended through December 31, 2019. The lease was not renewed for 2020.

Total rent expense was \$55,916 and \$42,615 for the years ended December 31, 2019 and 2018, respectively.

Future minimum lease payments over the next four years are as follows:

2020	\$	50,641
2021		52,160
2022		53,725
2023		4,488
	\$	<u>161,014</u>

NOTE 14 - CONCENTRATION OF CREDIT RISK

Ability Housing's services are offered to those who have lower incomes and disabilities. This creates an inherent risk for ongoing rental collections.

Ability Housing maintains its cash balances in several accounts in various banks. At times, these balances may exceed the federal insurance limits; however, Ability Housing has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these cash balances at December 31, 2019 or 2018.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Ability Mayfair, Ability Mercy, Ability Londontowne and Ability Oakland's sole asset is their apartment complex. Their operations are concentrated in the multi-family real estate market. In addition, Ability Mayfair, Ability Mercy, and Ability Oakland operate in a heavily regulated environment. The operations of Ability Mayfair, Ability Mercy, and Ability Oakland are subject to the administrative directives, rules, and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 15 - OPERATING RESERVES AND DEPOSITS

The following deposits are required to be maintained in accordance with the Ability Mayfair's operating agreement at December 31, 2019 and 2018:

	2019	2018
Operating reserve	\$ 182,467	\$ 180,842
Revenue deficit reserve	550,156	545,256
Services reserve	40,582	40,501
Wind damage reserve	25,341	25,290
	<u>\$ 798,546</u>	<u>\$ 791,889</u>

The following deposit, held by a third party, is maintained in accordance with Renaissance Village's Neighborhood Stabilization Program loan:

	2019	2018
Operating reserve	<u>\$ 350,000</u>	<u>\$ 350,000</u>

The following deposit is maintained in accordance with Village on Wiley's operating agreement:

	2019	2018
Operating deficit reserve	<u>\$ 444,469</u>	<u>\$ 444,381</u>

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

The following deposit is maintained in accordance with Ability Oakland's operating agreement:

	2019	2018
Operating reserve	\$ 242,960	\$ 241,747
Revenue deficit reserve	190,054	-
	<u>\$ 433,014</u>	<u>\$ 241,747</u>

Other deposits totaling \$889,677 and \$1,030,967 as of December 31, 2019 and 2018, respectively, consist of mortgage escrows, security deposits, replacement reserves, other reserves and utility deposits.

NOTE 16 - INTERNAL DESIGNATIONS OF NET ASSETS WITHOUT DONOR RESTRICTIONS

Ability Housing has internally designated a portion of unrestricted net assets as follows:

	2019	2018
Agency operating reserves	\$ 637,505	\$ 637,505
CASA operating reserves	49,828	49,828
CASA replacement reserves	77,650	77,650
CASA wind storm reserve	25,000	25,000
Renaissance Village wind storm reserve	25,000	25,000
	<u>\$ 814,983</u>	<u>\$ 814,983</u>

NOTE 17 - COMMITMENTS AND CONTINGENCIES

The Affiliates' low-income housing credits are contingent on its ability to maintain compliance with applicable sections of Section 42. Failure to comply with occupant eligibility, and/or unit gross rent or to correct noncompliance within a specified time period could result in recapture of previously taken tax credits plus interest. In addition, such potential noncompliance may require an adjustment to the contributed capital by the investor members.

NOTE 18 - PROPERTY MANAGEMENT FEES

Ability Housing has an agreement with an external management company to perform management services at Renaissance Village Apartments at 5% of rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Management fees incurred were \$14,138 and \$14,312 for the years ending December 31, 2019 and 2018, respectively. As of December 31, 2019 and 2018, \$1,092 and \$1,136, respectively, of management fees remain

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Mayfair contracted with an external management company to perform management services at 5% of rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Total management fees incurred were \$28,080 and \$25,799 for the years ended December 31, 2019 and 2018, respectively. As of December 31, 2019 and 2018, \$2,184 and \$2,053, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Oakland contracted with an external management company to perform management services at 5% of rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Management fees incurred were \$29,854 and \$28,414 for the years ended October 31, 2019 and 2018, respectively. As of October 31, 2019 and 2018, \$2,564 and \$2,566, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Village on Wiley contracted with an external management company to perform services at 5% per month of all rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Management fees incurred were \$16,407 and \$13,877 and for the years ending December 31, 2019 and 2018, respectively. As of December 31, 2019 and 2018, \$1,528 and \$341, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Mercy contracted with an external management company to perform services at 5% per month of all rent and related income effective April 2018. The management agreement is effective for two years and may be automatically renewed for subsequent one year periods until terminated. Management fees incurred were \$27,014 and \$0 for the years ending December 31, 2019 and 2018, respectively. As of December 31, 2019 and 2018, \$3,014 and \$0, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Londontowe contracted with an external management company to perform services at 5% per month of all rent and related income effective July 2018. The management agreement is effective for two years and may be automatically renewed for subsequent one year periods until terminated. Management fees incurred were \$8,000 and \$0 and for the years ending December 31, 2019 and 2018, respectively. As of December 31, 2019 and 2018, \$6,600 and \$0, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability WDC contracted with an external management company to perform services at \$3,000 per month of all rent and related income effective during 2019. Management fees

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

incurred were \$36,000 and \$0 and for the years ending December 31, 2019 and 2018, respectively. As of December 31, 2019 and 2018, \$0 and \$0, respectively, of management fees remain payable.

NOTE 19 - RELATED PARTY TRANSACTIONS

Asset Management Fees

Ability Mayfair is required to pay the majority member of Ability Mayfair a cumulative annual asset management fee of \$5,000 for property management oversight, tax credit compliance monitoring and related services provided to the project. The fee increases by 3 percent annually. Ability Mayfair incurred asset management fees of \$6,334 and \$6,149 to the majority member of Ability Mayfair during the years ended December 31, 2019 and 2018, respectively. Payments of \$6,149 and \$5,970 were made to the majority member in 2019 and 2018, respectively. As of December 31, 2019 and 2018, \$5,834 and \$5,649, respectively, of asset management fees remain payable which are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Oakland is required to pay an affiliate of the investor member of Ability Oakland a cumulative annual asset management fee of \$5,000 for property management oversight, tax credit compliance monitoring and related services provided to the project. The fee increases by 3 percent annually. Asset management fees of \$5,600 and \$5,437, respectively, were incurred and charged to operations during the years ending October 31, 2019 and 2018. As of October 31, 2019 and 2018, \$4,690 and \$4,553, respectively, remained payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Beginning on the first day of the first month following permanent mortgage commencement, as defined in Gannet Pointe's partnership agreement, Gannet Pointe is required to pay the special limited partner of Gannet Pointe a cumulative annual asset management fee of \$5,000 for property management oversight, tax credit compliance monitoring and related services provided to the project. The fee increases by 3 percent annually. During the years ended December 31, 2019 and 2018, no asset management fees have been incurred or paid.

Investor Services Fee

Beginning in the later of 2019 or the first calendar year Ability Mercy receives rental income, Ability Mercy is required to pay its investor member a cumulative annual investor services fee of \$10,000 for services provided to the project. The fee increases by 3 percent annually. During the years ended December 31, 2019 and 2018, investor services fees of \$4,998 and \$0 were incurred, respectively. As of December 31, 2019 and 2018, \$4,998 and \$0, respectively, remained payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

Beginning in the later of 2019 or the first calendar year Ability Londontowne receives rental income, Ability Londontowne is required to pay its investor member a cumulative annual investor services fee of \$10,000 for services provided to the project. The fee increases by 3 percent annually. As of both December 31, 2019 and 2018, no investor services fees have been incurred or paid.

Company Administration Fee

Beginning in the later of 2019 or the first calendar year Ability Mercy receives rental income, Ability Mercy is required to pay the managing member of Ability Mercy a cumulative annual company administration fee of \$18,000, increasing at a rate of 3 percent annually. The fee is payable from available cash flow. During the years ended December 31, 2019 and 2018, company administration fees of \$9,000 and \$0, respectively, have been incurred. As of December 31, 2019 and 2018, \$9,000 and \$0, respectively, remained payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Beginning in the later of 2019 or the first calendar year Ability Londontowne receives rental income, Ability Londontowne is required to pay the managing member of Ability Londontowne a cumulative annual company administration fee of \$18,000, increasing at a rate of 3 percent annually. The fee is payable from available cash flow. During the years ended December 31, 2019 and 2018, no company administration fees have been incurred or paid.

Partnership Management Fee

Gannet Pointe is required to pay the managing general partner, an entity in which Ability Housing owns 51% interest in, of Gannet Pointe a cumulative annual partnership management fee of \$5,000 for services provided to the project. The fee increases by 3 percent annually. During the years ended December 31, 2019 and 2018, no partnership management fees have been incurred or paid.

Supervisory Management Fee

Gannet Pointe is required to pay the supervisory management agent, an entity in which Ability Housing owns 51% interest in, of Gannet Pointe an annual supervisory management fee of 6% of the gross revenues of the project annually. The fee is only earned to the extent of available cash flow, as defined in Gannet Pointe's partnership agreement. During the years ended December 31, 2019 and 2018, no supervisory management fees have been incurred or paid.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

NOTE 20 - CONTRIBUTIONS TO CONSOLIDATED SUBSIDIARIES -
NONCONTROLLING INTERESTAbility Mercy

The operating agreement of Ability Mercy requires that the managing member of Ability Mercy provide capital contributions of \$100. As of December 31, 2019 and 2018, the managing member has made capital contributions of \$0 and \$0, respectively. Pursuant to the operating agreement, the investor member of Ability Mercy is required to make capital contributions of \$19,412,000, subject to adjustment as provided for in the Ability Mercy's operating agreement and to be paid in installments, to be used for funding construction. As of December 31, 2019 and 2018, the investor member has made capital contributions of \$3,002,280 and \$2,911,800, respectively, which are included in noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position. In addition, during the year ended December 31, 2019, Ability Mercy paid syndication costs of \$50,000, which is shown as a cost of equity and a reduction of noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position in accordance with GAAP.

Ability Londontowne

The operating agreement of Ability Londontowne requires that the managing member of Ability Londontowne provide capital contributions of \$100. As of December 31, 2019 and 2018, the managing member has made capital contributions of \$0 and \$0, respectively. Pursuant to the operating agreement, the investor member of Ability Londontowne is required to make capital contributions of \$16,153,500, subject to adjustment as provided for in the Ability Londontowne's operating agreement and to be paid in installments, to be used for funding construction. As of December 31, 2019 and 2018, the investor member has made capital contributions of \$2,593,030 and \$2,423,030, respectively, which are included in noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position.

Gannet Pointe

The partnership agreement of Gannet Pointe requires that the general partner of Gannet Pointe provide capital contributions of \$100. As of December 31, 2019 and 2018, the general partner has made capital contributions of \$0 and \$0, respectively. Pursuant to the partnership agreement, the investor limited partner of Gannet Pointe is required to make capital contributions of \$14,505,308, subject to adjustment as provided for in Gannet Pointe's partnership agreement and to be paid in installments, to be used for funding construction. As of December 31, 2019 and 2018, the investor limited partner has made capital contributions of \$2,249,109 and \$0, respectively, which are included in noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position. In addition, during the year ended December 31, 2019, Gannet Pointe paid syndication costs of \$86,250, which is shown as a cost of equity and a reduction of noncontrolling interest in

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2019 and 2018

net assets without donor restrictions on the accompanying consolidated statements of financial position in accordance with GAAP.

NOTE 21 - LIQUIDITY AND AVAILABILITY OF RESOURCES

Ability Housing's financial assets available within one year of the statement of financial position date for general expenditures are as follows:

Cash and cash equivalents	\$ 727,953
Investments	1,373,561
Grants receivable	17,153
Tenant and other receivables	478,416
	<u>\$ 2,597,083</u>

Ability Housing manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they come due. Ability Housing maintains financial assets on hand to meet 60 days of normal operating expenses.

NOTE 22 - SUBSEQUENT EVENTS

Events that occur after the consolidated statement of financial position date but before the consolidated financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the consolidated statement of financial position date are recognized in the accompanying consolidated financial statements. Subsequent events, which provide evidence about conditions that existed after the consolidated statement of financial position date, require disclosure in the accompanying notes. Management evaluated the activity of Ability Housing, Inc. and Affiliates through April 28, 2020 (the date the consolidated financial statements were available to be issued) and concluded that one subsequent event has occurred that would require recognition in the consolidated financial statements or disclosure in the notes to the consolidated financial statements.

In early 2020, an outbreak of a novel strain of coronavirus (COVID-19) emerged globally. As a result, events have occurred including mandates from federal, state, and local authorities leading to an overall decline in economic activity which could result in a loss of lease revenue and other material adverse effects to the Organization's financial position, results of operations, and cash flows. The Organization is not able to reliably estimate the length or the severity of this outbreak and the related financial impact.

SUPPLEMENTAL INFORMATION

Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

December 31, 2019

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Combined Totals
ASSETS								
Cash and cash equivalents	\$ 377,304	\$ 213,816	\$ 47,520	\$ 58,505	\$ 4,189	\$ 26,619	\$ -	\$ 727,953
Investments	1,373,561	-	-	-	-	-	-	1,373,561
Grants receivable	17,153	-	-	-	-	-	-	17,153
Tenant and other receivables	8,439,994	26,239	2,631	47,878	25	-	(8,038,351)	478,416
Restricted deposits and reserves	1,099,048	1,055,418	732,042	28,984	214	-	-	2,915,706
Construction in process	2,894,466	-	-	-	15,256,470	3,300,680	(2,491,726)	18,959,890
Prepaid expenses	133,381	11,771	31,548	101,894	-	-	-	278,594
Other assets, net of accumulated amortization of \$1,642	18,116	-	-	146,121	-	-	-	164,237
Property and equipment, net of accumulated depreciation of \$7,726,350	14,041,768	10,041,948	7,877,922	23,908,770	498,000	1,828,000	(6,031,541)	52,164,867
Total assets	<u>\$ 28,394,791</u>	<u>\$ 11,349,192</u>	<u>\$ 8,691,663</u>	<u>\$ 24,292,152</u>	<u>\$ 15,758,898</u>	<u>\$ 5,155,299</u>	<u>\$ (16,561,618)</u>	<u>\$ 77,080,377</u>
LIABILITIES AND NET ASSETS								
Accounts payable	\$ 73,098	\$ 20,018	\$ 69	\$ 14,941	\$ 3,501	\$ -	\$ -	\$ 111,627
Accrued expenses	59,473	45,390	516,495	119,432	6,600	7,309	(467,194)	287,505
Deferred revenue	41,073	625,088	5,746	5,291	-	-	-	677,198
Construction costs payable	880,420	-	-	1,853,410	1,334,196	320,169	(633,869)	3,754,326
Developer fees payable	-	5,613	374,785	3,144,862	1,751,498	462,381	(5,472,230)	266,909
Security deposits	55,855	28,925	7,254	24,080	-	-	-	116,114
Line of credit	250,000	-	-	-	-	-	-	250,000
Long-term debt	15,500,330	5,505,919	3,038,095	16,541,433	10,094,695	2,196,770	(1,465,058)	51,412,184
Total liabilities	<u>16,860,249</u>	<u>6,230,953</u>	<u>3,942,444</u>	<u>21,703,449</u>	<u>13,190,490</u>	<u>2,986,629</u>	<u>(8,038,351)</u>	<u>56,875,863</u>
Net assets without donor restrictions	<u>11,534,542</u>	<u>5,118,239</u>	<u>4,749,219</u>	<u>2,588,703</u>	<u>2,568,408</u>	<u>2,168,670</u>	<u>(8,523,267)</u>	<u>20,204,514</u>
Total liabilities and net assets	<u>\$ 28,394,791</u>	<u>\$ 11,349,192</u>	<u>\$ 8,691,663</u>	<u>\$ 24,292,152</u>	<u>\$ 15,758,898</u>	<u>\$ 5,155,299</u>	<u>\$ (16,561,618)</u>	<u>\$ 77,080,377</u>

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Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended December 31, 2019

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Total
Revenues and support								
Leasing, housing assistance and other program income	\$ 1,169,401	\$ 561,092	\$ 611,738	\$ 98,624	\$ 25	\$ -	\$ (39,388)	\$ 2,401,492
Contributions	985,848	-	-	-	-	-	-	985,848
Grants - governmental	1,968,016	-	-	-	-	-	-	1,968,016
Grants - other	-	-	-	-	-	-	-	-
Debt forgiveness	381,460	90,364	-	-	-	-	-	471,824
Other income	3,504,287	9,471	1,394	13	1,425	5,811	(2,960,990)	561,411
Total contributions, grants and revenues	8,009,012	660,927	613,132	98,637	1,450	5,811	(3,000,378)	6,388,591
Expenses	4,828,508	773,551	831,067	461,999	26,367	-	(190,573)	6,730,919
Change in net assets without donor restrictions	3,180,504	(112,624)	(217,935)	(363,362)	(24,917)	5,811	(2,809,805)	(342,328)
Net assets, beginning of year	8,354,038	5,230,863	4,777,154	2,911,585	2,423,325	-	(5,713,462)	17,983,503
Contributions to consolidated subsidiaries - noncontrolling interest	-	-	190,000	90,480	170,000	2,249,109	-	2,699,589
Syndication costs for consolidated subsidiaries - noncontrolling interest	-	-	-	(50,000)	-	(86,250)	-	(136,250)
Net assets at end of year	<u>\$ 11,534,542</u>	<u>\$ 5,118,239</u>	<u>\$ 4,749,219</u>	<u>\$ 2,588,703</u>	<u>\$ 2,568,408</u>	<u>\$ 2,168,670</u>	<u>\$ (8,523,267)</u>	<u>20,204,514</u>

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Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year ended December 31, 2019

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Total
Salaries and wages	\$ 1,157,142	\$ 75,534	\$ 88,933	\$ 73,286	\$ 13,338	\$ -	(1,713)	\$ 1,406,520
Payroll taxes	76,843	5,789	5,183	3,437	983	-	-	92,235
Employee benefits	100,910	9,218	6,817	2,426	143	-	-	119,514
	<u>1,334,895</u>	<u>90,541</u>	<u>100,933</u>	<u>79,149</u>	<u>14,464</u>	<u>-</u>	<u>(1,713)</u>	<u>1,618,269</u>
Leasing and housing assistance	1,921,670	-	-	-	-	-	-	1,921,670
Repairs and maintenances	211,648	84,522	91,258	5,867	14	-	-	393,309
Telephone and utilities	259,226	115,170	64,644	1,215	266	-	-	440,521
Professional services	192,799	77,935	43,499	36,037	9,500	-	(37,675)	322,095
Insurance	114,130	36,134	64,923	11,270	169	-	-	226,626
Memberships, meetings, and training	94,498	1,356	1,182	961	129	-	-	98,126
Office expense	76,268	11,476	18,723	9,613	909	-	-	116,989
Taxes and licenses	6,404	24,027	57,257	3,037	-	-	-	90,725
Interest	37,217	4,210	150,011	129,966	-	-	(71,299)	250,105
Bad debts	22,101	8,156	4,168	-	-	-	-	34,425
Rent	55,916	-	-	-	-	-	-	55,916
Marketing	9,342	194	20	3,453	-	-	-	13,009
Postage	2,583	419	742	-	-	-	-	3,744
Miscellaneous expense	29,996	10,339	6,598	21,192	916	-	-	69,041
	<u>4,368,693</u>	<u>464,479</u>	<u>603,958</u>	<u>301,760</u>	<u>26,367</u>	<u>-</u>	<u>(110,687)</u>	<u>5,654,570</u>
Depreciation and amortization	459,815	309,072	227,109	160,239	-	-	(79,886)	1,076,349
Total expenses	<u>\$ 4,828,508</u>	<u>\$ 773,551</u>	<u>\$ 831,067</u>	<u>\$ 461,999</u>	<u>\$ 26,367</u>	<u>\$ -</u>	<u>\$ (190,573)</u>	<u>\$ 6,730,919</u>

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Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF CASH FLOWS

Year ended December 31, 2019

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Total
Cash flows from operating activities:								
Change in net assets without donor restrictions	\$ 3,180,504	\$ (112,624)	\$ (217,935)	\$ (363,362)	\$ (24,917)	\$ 5,811	\$ (2,809,805)	\$ (342,328)
Adjustments to reconcile change in net assets without donor restrictions to net cash, cash equivalents, and restricted cash provided by operating activities								
Depreciation	459,815	309,072	227,109	158,597	-	-	(79,886)	1,074,707
Amortization	-	-	-	1,642	-	-	-	1,642
Amortization of debt issuance costs	-	-	3,590	9,751	-	-	-	13,341
Debt forgiveness	(381,460)	(90,364)	-	-	-	-	-	(471,824)
(Increase) decrease in operating assets								
Grant and support receivable	32,151	-	-	-	-	-	-	32,151
Tenant and other receivables	(3,333,412)	(19,987)	2,750	(47,878)	(25)	-	3,030,350	(368,202)
Prepaid expenses	3,764	7,759	(4,515)	(101,894)	-	-	-	(94,886)
Other assets	(18,116)	-	-	-	-	-	-	(18,116)
Increase (decrease) in operating liabilities								
Accounts payable and accrued expenses	(28,580)	31,223	73,853	121,824	10,101	-	(91,064)	117,357
Security deposit liability	19,571	(1,301)	(414)	24,080	-	-	-	41,936
Deferred revenue	16,728	20,647	2,817	5,291	-	-	-	45,483
Net cash, cash equivalents, and restricted cash (used in) provided by operating activities	(49,035)	144,425	87,255	(191,949)	(14,841)	5,811	49,595	31,261

(continued)

Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF CASH FLOWS - CONTINUED

Year ended December 31, 2019

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Total
Cash flows from investing activities:								
Purchases and expenditures on rental property	\$ (1,961,017)	\$ -	\$ -	\$ (7,713,268)	\$ (10,054,263)	\$ (2,383,725)	\$ (325,323)	\$ (22,437,596)
Purchases of land	-	-	-	(6,642)	-	(1,828,000)	-	(1,834,642)
Construction costs paid	(1,126,851)	-	-	(3,198,790)	(137,891)	-	57,774	(4,405,758)
Payments on capitalized developer fees	-	(64,514)	-	(133,047)	(305,613)	(127,096)	572,967	(57,303)
Tax credit fees paid	-	-	-	(147,763)	-	-	-	(147,763)
Net cash, cash equivalents, and restricted cash (used in) provided by investing activities	(3,087,868)	(64,514)	-	(11,199,510)	(10,497,767)	(4,338,821)	305,418	(28,883,062)
Cash flows from financing activities:								
Proceeds from borrowings	2,424,410	-	-	11,303,850	10,094,695	2,196,770	-	26,019,725
Loan costs paid	-	-	-	(243,671)	-	-	-	(243,671)
Syndication costs paid	-	-	-	(50,000)	-	(86,250)	-	(136,250)
Bank overdraft	59,535	-	-	-	-	-	-	59,535
Repayment of debt	(36,241)	-	(32,814)	-	-	-	-	(69,055)
Due to affiliates	-	-	-	355,013	-	-	(355,013)	-
Contributions to consolidated subsidiaries - noncontrolling interest	-	-	190,000	90,480	170,000	2,249,109	-	2,699,589
Net cash, cash equivalents, and restricted cash provided by (used in) financing activities	2,447,704	-	157,186	11,455,672	10,264,695	4,359,629	(355,013)	28,329,873
Net (decrease) increase in cash, cash equivalents, and restricted cash	(689,199)	79,911	244,441	64,213	(247,913)	26,619	-	(521,928)
Cash, cash equivalents, and restricted cash, beginning of year	3,539,112	1,189,323	535,121	23,276	252,316	-	-	5,539,148
Cash, cash equivalents, and restricted cash, end of year	\$ 2,849,913	\$ 1,269,234	\$ 779,562	\$ 87,489	\$ 4,403	\$ 26,619	\$ -	\$ 5,017,220
Supplemental disclosure of cash flow information:								
Cash paid during the year for interest, net of amounts capitalized	\$ 31,337	\$ 4,210	\$ 79,438	\$ 24,554	\$ -	\$ -	\$ (4,210)	\$ 135,329
Supplemental schedule of non-cash investing and financing activities								
Debt forgiveness	\$ (381,460)	\$ (165,750)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (547,210)
Deferred revenue	-	75,386	-	-	-	-	-	75,386
Debt forgiveness revenue	381,460	90,364	-	-	-	-	-	471,824
Capitalized developer fee	-	-	-	868,767	1,363,466	462,381	(2,427,705)	266,909
Rental property	(733,128)	-	-	(1,615,682)	(2,668,126)	(789,859)	2,706,561	(3,100,234)
Accrued expenses	-	-	-	-	-	7,309	-	7,309
Capitalized amortization	-	-	-	115,181	-	-	-	115,181
Construction costs payable	733,128	-	-	631,734	1,304,660	320,169	(278,856)	2,710,835
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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Ability Housing, Inc. and Affiliates

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
STATE FINANCIAL ASSISTANCE AND OTHER AWARDS

Year ended December 31, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Program Period	CFDA CFAS Number	Award Amount	Expenditures	Transfer to Subrecipients
HUD Continuum of Care Program	12/1/18-11/30/19	14.267	\$ 351,675	\$ 292,118	\$ 24,729
HUD Continuum of Care Program	1/1/19-12/31/19	14.267	142,572	143,372	42,010
HUD Continuum of Care Program	1/1/19-12/31/19	14.267	217,643	217,643	39,360
HUD Continuum of Care Program	12/1/18-11/30/19	14.267	445,990	382,346	97,947
HUD Continuum of Care Program	1/1/19-12/31/19	14.267	372,040	366,276	28,520
			<u>1,529,920</u>	<u>1,401,755</u>	<u>232,566</u>
Total Federal			<u>1,529,920</u>	<u>1,401,755</u>	<u>232,566</u>
<u>State Financial Assistance</u>					
Florida Department of Children & Families - Challenge Grant through Changing Homeless, Inc.	9/1/18-6/30/19	DP001	23,231	1,946	-
Florida Department of Children & Families - Challenge Grant through Changing Homeless, Inc.	7/1/19-6/30/20	DP002	17,500	17,500	-
Mental Health & Substance Abuse Services through Lutheran Social Services	12/1/15-6/30/20	LS 044	<u>714,439</u>	<u>78,667</u>	<u>-</u>
			<u>755,170</u>	<u>98,113</u>	<u>-</u>
Total Federal and State Assistance Programs			<u>\$ 2,285,090</u>	<u>\$ 1,499,868</u>	<u>\$ 232,566</u>

See notes to schedule of expenditures of federal awards, state financial assistance
and other awards and independent auditor's report

Ability Housing, Inc. and Affiliates

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
STATE FINANCIAL ASSISTANCE AND OTHER AWARDS

Year ended December 31, 2019

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, state financial assistance and other awards (the Schedule) includes the federal, state and other award activity of Ability Housing, Inc. and Affiliates under programs of the federal and state governments for the year ended December 31, 2019. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and as described in Chapter 10.650 Rules of the Auditor General. Because the Schedule presents only a selected portion of the operations of Ability Housing, Inc. and Affiliates, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, the cost principles contained in OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and the cost principles contained in the Uniform Guidance.

Ability Housing, Inc. and Affiliates has elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Ability Housing, Inc. and Affiliates

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Ability Housing, Inc. and Affiliates, which comprise the consolidated statement of financial position as of December 31, 2019, and the related consolidated statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements and have issued our report thereon dated April 28, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Ability Housing, Inc. and Affiliates' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control. Accordingly, we do not express an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Ability Housing, Inc. and Affiliates' consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control, that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Ability Housing, Inc. and Affiliates' consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ability Housing, Inc. and Affiliates' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Tidwell Group, LLC".

Atlanta, Georgia
April 28, 2020



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR MAJOR
FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Ability Housing, Inc. and Affiliates

Report on Compliance for Major Federal Program

We have audited Ability Housing, Inc. and Affiliates' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Ability Housing, Inc. and Affiliates' major federal program for the year ended December 31, 2019. Ability Housing, Inc. and Affiliates' major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for Ability Housing, Inc. and Affiliates' major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program occurred. An audit includes examining, on a test basis, evidence about Ability Housing, Inc. and Affiliates' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major program. However, our audit does not provide a legal determination of Ability Housing, Inc. and Affiliates' compliance.

Opinion on Major Federal Program

In our opinion, Ability Housing, Inc. and Affiliates complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2019.

Report on Internal Control over Compliance

Management of Ability Housing, Inc. and Affiliates is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered Ability Housing, Inc. and Affiliates' internal control over compliance with the requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement of the federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement of the federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a compliance requirement of the federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Atlanta, Georgia
April 28, 2020

Ability Housing, Inc. and Affiliates

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

December 31, 2019

A. Summary of Auditor's Results

1. The auditor's report expresses an unmodified opinion on whether the consolidated financial statements of Ability Housing, Inc. and Affiliates were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies related to the audit of the consolidated financial statements were reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. No material weaknesses were reported.
3. No instances of noncompliance material to the consolidated financial statements of Ability Housing, Inc. and Affiliates, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies related to the audit of the major federal award program were disclosed in the Independent Auditor's Report on Compliance for Federal Major Program and on Internal Control over Compliance Required by the Uniform Guidance. No material weaknesses were reported.
5. The auditor's report on compliance for the major federal award program for Ability Housing, Inc. and Affiliates expresses an unmodified opinion.
6. There are no audit findings relative to the major federal award program for Ability Housing, Inc. and Affiliates.
7. The program tested as a major program included:
 - a. U.S. Department of Housing and Urban Development, Continuum of Care Programs, CFDA No. 14.267
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Ability Housing, Inc. and Affiliates qualified as a low-risk auditee.

Ability Housing, Inc. and Affiliates

SUMMARY OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS (UNAUDITED)

December 31, 2019

1. Audit Report, dated April 23, 2019, for the year ended December 31, 2018, issued by Tidwell Group, LLC.

Findings - Financial Statement Audit

None

Findings and Questioned Costs - Major Federal Awards Programs Audit

None

2. There were no reports issued by HUD OIG or other Federal agencies or contract administrators during the period covered by this audit.
3. There were no letters or reports issued by HUD management during the period covered by this audit.

ABILITY HOUSING, INC. AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS
(WITH SUPPLEMENTAL INFORMATION)
AND INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2020 AND 2019



Ability Housing, Inc. and Affiliates

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Ability Housing, Inc. and Affiliates

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
 Ability Housing, Inc. and Affiliates
 Jacksonville, Florida

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Ability Housing, Inc. (a nonprofit organization) and Affiliates, which comprise the consolidated statements of financial position as of December 31, 2020 and 2019, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Ability Housing, Inc. and Affiliates, as of December 31, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplemental information on pages 48 through 52 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal awards, state financial assistance and other awards and the related notes to the schedule of expenditures of federal awards, state financial assistance and other awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

The accompanying other information on page 60 has not been subject to auditing procedures applied in the audits of the consolidated financial statements, and accordingly, we do not express any opinion or provide any assurance on it.

Other Reporting Requirements Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 21, 2021 on our consideration of Ability Housing, Inc. and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ability Housing, Inc. and Affiliates' internal control over financial reporting and compliance.

Tidwell Group, LLC

Atlanta, Georgia
April 21, 2021

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

December 31, 2020 and 2019

ASSETS

	2020	2019
Cash and cash equivalents	\$ 4,229,050	\$ 727,953
Investments	1,584,807	1,373,561
Grants receivable	339,308	17,153
Tenant and other receivables	1,470,001	478,416
Restricted deposits and reserves	4,988,139	2,915,706
Construction in process	6,610,611	18,959,890
Prepaid expenses	238,170	278,594
Other assets, net of accumulated amortization of \$19,968 and \$1,642, respectively	254,923	164,237
Property and equipment, net of accumulated depreciation of \$10,092,427 and \$7,726,590, respectively	75,963,693	52,164,867
Total assets	<u>\$ 95,678,702</u>	<u>\$ 77,080,377</u>

LIABILITIES AND NET ASSETS

	2020	2019
LIABILITIES		
Accounts payable	\$ 265,895	\$ 111,627
Accrued expenses	307,486	287,505
Deferred revenue	929,747	677,198
Construction costs payable	3,522,730	3,754,326
Developer fees payable	1,167,479	266,909
Security deposits	182,090	116,114
Line of credit	-	250,000
Long-term debt	62,414,140	51,412,184
Total liabilities	<u>68,789,567</u>	<u>56,875,863</u>
NET ASSETS		
Controlling interest in net assets without donor restrictions - internally designated	814,983	814,983
Controlling interest in net assets without donor restrictions	2,287,645	1,508,022
Noncontrolling interest in net assets without donor restrictions	23,786,507	17,881,509
Net assets without donor restrictions	<u>26,889,135</u>	<u>20,204,514</u>
Total net assets	<u>26,889,135</u>	<u>20,204,514</u>
Total liabilities and net assets	<u>\$ 95,678,702</u>	<u>\$ 77,080,377</u>

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF ACTIVITIES
AND CHANGES IN NET ASSETS

Years ended December 31, 2020 and 2019

	2020	2019
Change in net without donor restrictions:		
Contributions, grants and revenues		
Leasing, housing assistance and other program income	\$ 4,594,322	\$ 2,401,492
Contributions	1,786,918	985,848
Grants - governmental	2,313,730	1,968,016
Debt forgiveness	380,824	471,824
Other income	1,214,118	561,411
Total contributions, grants and revenues	10,289,912	6,388,591
Expenses		
Program services	11,099,294	6,391,816
Management and general	265,787	206,411
Fundraising	170,862	132,692
Total expenses	11,535,943	6,730,919
Change in net assets without donor restrictions	(1,246,031)	(342,328)
Contributions to consolidated subsidiaries - noncontrolling interest	7,958,152	2,699,589
Syndication costs for consolidated subsidiaries - noncontrolling interest	(27,500)	(136,250)
Net assets, beginning of year	20,204,514	17,983,503
Net assets, end of year	26,889,135	20,204,514
Noncontrolling interest in subsidiaries, beginning of year	(17,881,509)	(15,760,693)
Syndication costs for consolidated subsidiaries - noncontrolling interest	27,500	136,250
Contributions to consolidated subsidiaries - noncontrolling interest	(7,958,152)	(2,699,589)
Noncontrolling interest in subsidiaries' loss	2,025,654	442,523
Controlling interest net assets, end of year	\$ 3,102,628	\$ 2,323,005

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

Year ended December 31, 2020

	Program Services	Supporting Services		Total
		Management and General	Fundraising	
Salaries and wages	\$ 1,431,881	\$ 140,204	\$ 90,132	\$ 1,662,217
Payroll taxes	93,271	10,250	6,589	110,110
Employee benefits	97,468	8,644	5,558	111,670
	<u>1,622,620</u>	<u>159,098</u>	<u>102,279</u>	<u>1,883,997</u>
Leasing and housing assistance	2,128,904	-	-	2,128,904
Repairs and maintenances	794,813	-	-	794,813
Telephone and utilities	674,810	1,846	1,187	677,843
Professional services	512,824	27,140	17,446	557,410
Insurance	487,948	3,285	2,112	493,345
Memberships, meetings, and training	46,328	5,672	3,646	55,646
Office expense	163,060	11,326	7,281	181,667
Taxes and licenses	463,868	353	227	464,448
Interest	1,271,528	-	-	1,271,528
Bad debts	81,035	5,138	3,304	89,477
Rent	38,994	7,090	4,557	50,641
Marketing	23,650	3,507	2,254	29,411
Postage	4,641	333	214	5,188
Miscellaneous expense	399,793	40,443	25,998	466,234
	<u>8,714,816</u>	<u>265,231</u>	<u>170,505</u>	<u>9,150,552</u>
Depreciation and amortization	2,384,478	556	357	2,385,391
	<u>2,384,478</u>	<u>556</u>	<u>357</u>	<u>2,385,391</u>
Total expenses	<u>\$ 11,099,294</u>	<u>\$ 265,787</u>	<u>\$ 170,862</u>	<u>\$ 11,535,943</u>

(continued)

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES - CONTINUED

Year ended December 31, 2019

	Program Services	Supporting Services		Total
		Management and General	Fundraising	
Salaries and wages	\$ 1,185,626	\$ 134,457	\$ 86,437	\$ 1,406,520
Payroll taxes	76,849	9,365	6,021	92,235
Employee benefits	103,200	9,930	6,384	119,514
	<u>1,365,675</u>	<u>153,752</u>	<u>98,842</u>	<u>1,618,269</u>
Leasing and housing assistance	1,921,670	-	-	1,921,670
Repairs and maintenances	393,309	-	-	393,309
Telephone and utilities	437,199	2,022	1,300	440,521
Professional services	302,327	12,033	7,735	322,095
Insurance	218,376	5,022	3,228	226,626
Memberships, meetings, and training	77,830	12,354	7,942	98,126
Office expense	103,088	8,461	5,440	116,989
Taxes and licenses	90,226	304	195	90,725
Interest	250,105	-	-	250,105
Bad debts	34,425	-	-	34,425
Rent	43,056	7,828	5,032	55,916
Marketing	10,864	1,306	839	13,009
Postage	3,312	263	169	3,744
Miscellaneous expense	64,918	2,510	1,613	69,041
	<u>5,316,380</u>	<u>205,855</u>	<u>132,335</u>	<u>5,654,570</u>
Depreciation and amortization	<u>1,075,436</u>	<u>556</u>	<u>357</u>	<u>1,076,349</u>
Total expenses	<u>\$ 6,391,816</u>	<u>\$ 206,411</u>	<u>\$ 132,692</u>	<u>\$ 6,730,919</u>

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31, 2020 and 2019

	2020	2019
Cash flows from operating activities:		
Change in net assets without donor restrictions	\$ (1,246,031)	\$ (342,328)
Adjustments to reconcile change in net assets without donor restrictions to net cash, cash equivalents, and restricted cash provided by operating activities		
Depreciation	2,367,065	1,074,707
Amortization	18,326	1,642
Amortization of debt issuance costs included in interest expense	231,289	13,341
Debt forgiveness	(380,824)	(471,824)
Net write off of fixed assets	3,408	-
(Increase) decrease in operating assets		
Grant and support receivable	(322,155)	32,151
Tenant and other receivables	(991,585)	(368,202)
Prepaid expenses	40,424	(94,886)
Other assets	18,116	(18,116)
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	233,784	117,357
Security deposit liability	65,976	41,936
Deferred revenue	177,163	45,483
Net cash, cash equivalents, and restricted cash provided by operating activities	<u>214,956</u>	<u>31,261</u>
Cash flows from investing activities:		
Purchases and expenditures on rental property	(8,846,905)	(22,437,596)
Purchases of land	(145,145)	(1,834,642)
Construction costs paid	(3,213,826)	(4,405,758)
Payments on capitalized developer fees	-	(57,303)
Tax credit fees paid	<u>(127,128)</u>	<u>(147,763)</u>
Net cash, cash equivalents, and restricted cash used in investing activities	<u>(12,333,004)</u>	<u>(28,883,062)</u>

(continued)

Ability Housing, Inc. and Affiliates

CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED

Years ended December 31, 2020 and 2019

	2020	2019
Cash flows from financing activities:		
Proceeds from borrowings	\$ 14,447,133	\$ 26,019,725
Loan costs paid	(400,183)	(243,671)
Syndication costs paid	(27,500)	(136,250)
Bank overdraft	(59,535)	59,535
Repayment of debt	(4,015,243)	(69,055)
Contributions to consolidated subsidiaries - noncontrolling interest	7,958,152	2,699,589
	<u>17,902,824</u>	<u>28,329,873</u>
Net cash, cash equivalents, and restricted cash provided by financing activities		
	17,902,824	28,329,873
Net increase (decrease) in cash, cash equivalents, and restricted cash	5,784,776	(521,928)
Cash, cash equivalents, and restricted cash, beginning of year	5,017,220	5,539,148
Cash, cash equivalents, and restricted cash, end of year	<u>\$ 10,801,996</u>	<u>\$ 5,017,220</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest, net of amounts capitalized	<u>\$ 1,200,375</u>	<u>\$ 135,329</u>
Supplemental schedule of non-cash investing and financing activities		
Debt forgiveness	\$ (456,210)	\$ (547,210)
Deferred revenue	75,386	75,386
Debt forgiveness revenue	380,824	471,824
Capitalized developer fee	900,570	266,909
Rental property	(4,827,970)	(3,100,234)
Accrued expenses	-	7,309
Capitalized amortization	90,691	115,181
Construction costs payable	2,982,230	2,710,835
Capitalized interest	854,479	-
	<u>\$ -</u>	<u>\$ -</u>

See notes to consolidated financial statements.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2020 and 2019

NOTE 1 - ORGANIZATION AND NATURE OF OPERATIONS

Ability Housing, Inc. (Ability Housing or the Organization) is a tax-exempt, 501(c)(3) nonprofit organization incorporated in the State of Florida in 1992 (then named Grove House of Jacksonville, Inc.). In 2004, Ability Housing revised its mission and focus from that of a service organization interested in affordable housing to that of an organization dedicated solely to the development and operation of quality, affordable and supportive housing. In 2015, at the request of the community, Ability Housing expanded to also serve Central Florida. Because of this expansion, in 2016 the organization changed its name to Ability Housing, Inc.

The mission of Ability Housing is to build strong communities where everyone has a home. Ability Housing's vision is a society where housing is a right, not a privilege, and all individuals have safe, affordable housing in vibrant communities. To fulfill its mission, Ability Housing develops and operates quality affordable and supportive rental housing, provides rental assistance so residents can afford market apartments, and coordinates supportive services for tenants. Ability Housing operates the following programs:

CASA is a scattered-site project consisting of 29 single-family and multi-family homes dispersed throughout Jacksonville, Florida. CASA utilizes a shared-housing model which is designed specifically for adults with disabilities wishing to live independently with roommates. The 29 homes provide housing to 60 or more adults with a disability, the majority of which are developmental.

Villages Program consists of quality, multi-family, rental properties targeted to formerly homeless, low- very low- and extremely low-income individuals and families. The Villages Program is dedicated to fostering the dignity and self-sufficiency of all residents. Individualized support services are offered to all residents to allow them to maintain their housing and access community-based services. Through Continuum of Care grants some units are targeted to individuals and families that have been chronically homeless.

The Villages Program currently consists of six properties in Duval County and two in Orange County. One additional project is in development, which is in Orange County. This entity, Gannet Pointe, Ltd. (Gannet Pointe) is a rehab project and approximately 53% of the units were rehabbed and available for occupancy at year end.

Through Villages Program, Ability Housing is also assisting two non-profits to develop three properties, one in Duval County and two in Pasco County.

The eight Villages Program properties currently in operation are:

Mayfair Village Apartments is an 83-unit apartment complex located on Jacksonville's Southside. 42 units are reserved for extremely low-income (earning less than 30% of Area Median Income (AMI) households and 41 units are restricted to very low-income (earning less than 50% of AMI) households. Of the total apartments, 42 are restricted to formerly

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

homeless individuals and families. Mayfair Village is owned by Ability Mayfair II, LLC (Ability Mayfair). Ability Housing is a 0.01% owner of Ability Mayfair and is the managing member and exercises effective control. Accordingly, the LLC is consolidated for financial Ability Housing, Inc. and Affiliates statement reporting in accordance with accounting principles generally accepted in the United States (GAAP). Mayfair Village Apartments was acquired and rehabilitated utilizing low-income housing tax credit equity, a Tax Credit Exchange Program forgivable loan, a HOME Investment Partnership Program loan and a Homeless Housing Assistance Grant.

Renaissance Village Apartments is a 52-unit apartment complex located in Jacksonville's Longbranch community. All units are restricted to serving households who were homeless or at-risk and earn 35% or less of AMI at move-in. Renaissance Village was acquired from Florida Housing Finance Corporation and rehabilitated utilizing a Neighborhood Stabilization Program forgivable loan from the City of Jacksonville.

Oakland Terrace Apartments is a 60-unit apartment complex located on Jacksonville's Eastside with a Section 8 Housing Assistance Payments agreement with the U.S. Department of Housing and Urban Development (HUD); a significant portion of the property's rental income is received from HUD. 48 units are restricted to households earning 60% of AMI and 12 units are restricted to those at 30% of AMI, 6 of which are set aside for special needs households. Ability Housing has instituted a preference for all unit turn-over to be targeted to homeless families. Oakland Terrace is owned by Ability Oakland II, LLC (Ability Oakland).

Ability Housing is a 0.01% owner of Ability Oakland and is the managing member and exercises effective control. Accordingly, Ability Oakland is consolidated for financial statement reporting in accordance with GAAP. Oakland Terrace was acquired and rehabilitated utilizing low-income housing tax credit equity, HUD Mortgage Restructuring and Contingent Repayment Mortgages, and conventional debt. Ability Oakland has a fiscal year-end of October 31st. The October 31, 2020 and 2019 information is reflected in these consolidated financial statements.

Village at Hyde Park Apartments is an 80-unit apartment complex located in Jacksonville's Hyde Park neighborhood. 40 units are reserved for formerly homeless households; 40 units are reserved for households with a disabling condition, eight of which are reserved for formerly chronically homeless households. Eight units are reserved for households earning 22% AMI or less, eight units are reserved for households earning 33% AMI or less and the remaining 64 units are reserved for households earning 60% AMI or less. Village at Hyde Park is owned by Ability Londontowne, LLC (Ability Londontowne). Ability Housing is a 0.01% owner of Ability Londontowne and is the managing member and exercises effective control. Accordingly, the LLC is consolidated for financial Ability Housing, Inc. and Affiliates statement reporting in accordance with GAAP. Village at Hyde Park Apartments was constructed utilizing low-income housing tax credit equity, a National Housing Trust Fund loan and a State Apartment Incentive Loan Program loan; both loans from Florida Housing Finance Corporation.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

Village at Hyde Park Apartments' construction was substantially complete at December 31, 2019. The project was placed into service on January 1, 2020. As of December 31, 2019, the project's construction costs were recorded in construction in process on the accompanying consolidated statements of financial position. As of December 31, 2020, the project's construction costs have been capitalized into property and equipment.

Village on Mercy Apartments is a 166-unit apartment complex located in Orlando's Mercy Drive neighborhood. 83 units are reserved for formerly homeless households; nine of which are reserved for persons with a disabling condition. 25 units are reserved for households earning 40% AMI or less, the remaining are reserved for households earning 60% AI or less. Village on Mercy is owned by Ability Mercy, LLC (Ability Mercy). Ability Housing is a 0.01% owner of Ability Mercy and is the managing member and exercises effective control. Accordingly, the LLC is consolidated for financial Ability Housing, Inc. and Affiliates statement reporting in accordance with GAAP. Village on Mercy Apartments was constructed utilizing low-income housing tax credit equity, a State Apartment Incentive Loan Program Loan and a Viability Loan; both loans from Florida Housing Finance Corporation.

Village on Wiley is a 43-unit apartment complex, located on Jacksonville's Westside. All units are targeted to high utilizers of crisis services, the majority of whom have been chronically homeless. 13 units are reserved for households earning 33% or less of AMI, the remaining 30 units target households earning 50% or less of AMI. Village on Wiley was financed with a State Apartment Inceptive Loan Program and Extremely Low Income Loan; both loans are forgivable and are from Florida Housing Finance Corporation.

Wayne Densch Center, located in Eatonville, Florida, previously operated as a transitional housing program and was converted by Ability Housing into 75 multifamily rental units that provide high quality, service-enriched affordable and supportive housing, with a focus on serving formerly homeless individuals and families. Wayne Densch Center is operated by Ability WDC, LLC, which is a wholly owned subsidiary of Ability Housing. Rehabilitation of the project was completed during the year ended December 31, 2020.

Ability Dozier, LLC, a wholly-owned subsidiary of Ability Housing, acquired a 14-unit multi-family apartment complex located in Jacksonville, Florida on October 30, 2020. The assets were purchased for a total purchase price, including transaction costs, of \$536,315. The total purchase price was allocated to the assets acquired based on their relative fair values at the date of acquisition. The purchase price was allocated as follows:

Land	\$ 146,145
Building and improvements	390,170
	<u>\$ 536,315</u>

HousingLink serves persons that have been chronically homeless, such persons with a disability that have experienced long-term or repeated episodes of homelessness. Ability Housing provides rental assistance which gives individuals the opportunity to afford market

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

housing in the community; and contracts with area service providers to ensure each resident is provided voluntary, individualized case management services so that the household may retain their housing and increase their self-sufficiency.

The **Resident Enrichment** program ensures that Ability Housing's residents have the support and enrichment opportunities they need to enhance their lives. Ability Housing contracts and partners with nonprofits in the community to provide voluntary, individualized case management services, as well as workshops and trainings for all residents.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Ability Housing, its wholly owned subsidiaries, and subsidiaries in which it has a majority ownership or less than a majority ownership interest but for which Ability Housing exercises control. These entities are included in the consolidation according to GAAP which requires that entity accounts be consolidated for all limited partnerships or limited liability companies which are deemed to be controlled by Ability Housing.

All significant intercompany transactions and balances have been eliminated in consolidation.

Basis of Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with GAAP. Net assets, support and revenues, and expenses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes in net assets are classified and reported as follows:

Without Donor Restrictions: Net assets available for use in general operations and not subject to donor restrictions.

With Donor Restrictions: Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenues are reported as increases in net assets without donor restrictions, unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities, are reported as increases or decreases in net assets without donor restrictions.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

Expirations of restrictions on net assets are reported as reclassifications between applicable net asset classes.

Cash, Cash Equivalents and Restricted Cash

Ability Housing considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. All certificates of deposit are considered cash.

Cash, cash equivalents and restricted cash as of December 31, 2020 and 2019 consisted of the following:

	2020	2019
Cash and cash equivalents	\$ 4,229,050	\$ 727,953
Investments	1,584,807	1,373,561
Restricted deposits and reserves	4,988,139	2,915,706
Total cash, cash equivalents, and restricted cash shown on the consolidated statements of cash flows	<u>\$ 10,801,996</u>	<u>\$ 5,017,220</u>

Non-controlling Interest in Limited Liability Companies

GAAP requires consolidated subsidiaries that have non-controlling interests to include the non-controlling ownership interest in the net assets of Ability Housing.

Advertising Costs

The Organization's policy is to expense advertising costs when incurred.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Investments

Investments are carried at fair value and any gain or loss from mark-to market accounting valuations will be recorded as an unrealized gain or loss in the consolidated statements of activities and changes in net assets. Realized gains and losses are recorded as of the trade date.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

Debt Issuance Costs

In accordance with GAAP, debt issuance costs are presented as an offset of the related debt instruments within the liabilities section of the accompanying consolidated statements of financial position. Debt issuance costs are being amortized using the straight-line method over the term of the mortgage and amortization expense is included in interest expense on the accompanying consolidated statements of activities and changes in net assets.

GAAP requires that the effective interest method be used to amortize debt issuance costs; however, the effect of using the straight-line method is not materially different from the results that would have been obtained under the effective interest method. Estimated amortization expense for the five ensuing years is expected to be \$70,683, \$15,661, \$15,661, \$15,661 and \$15,397, respectively.

Tax Credit Fees

Tax credit fees in the amount of \$274,891 are being amortized using the straight-line method over the mandatory fifteen year compliance period. Amortization expense for the years ended December 31, 2020 and 2019 was \$18,326 and \$1,642, respectively. Accumulated amortization of tax credit fees as of December 31, 2020 and 2019 was \$19,968 and \$1,642, respectively. The tax credit fees and associated accumulated amortization are included in other assets on the accompanying consolidated statements of financial position. Estimated amortization expense for the five ensuing years is expected to be \$18,326 annually.

Accounts Receivable

Grants, contracts and other accounts receivable are stated at the amount management expects to collect from outstanding balances. If amounts become uncollectible, they will be charged to the program when the determination is made. At December 31, 2020 and 2019, there was no allowance for doubtful accounts.

Tenant receivables are charged to bad debt expense when they are determined to be uncollectible based upon a periodic review of the accounts by management. GAAP requires that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method for tenant receivables is not materially different from the results that would have been obtained under the allowance method.

Construction in Process

Construction in process is stated at cost.

Property and Equipment

Property and equipment are stated at cost. Donated assets are recorded at fair value. Depreciation is computed using the straight-line method over the estimated useful lives of the

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

individual assets. Improvements are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred. The estimated useful lives used in determining straight-line depreciation are:

Buildings	27.5 - 40 years
Building improvements	7 - 40 years
Furniture, fixtures and equipment	3 - 7 years

Impairment of Long-lived Assets

Ability Housing reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flows analysis, or other valuation technique. No impairment losses have been recognized during the years ended December 31, 2020 or 2019.

Capitalization of Soft Costs

The Organization capitalizes soft costs during the development of its projects. During the years ended December 31, 2020 and 2019, interest costs of \$243,501 and \$548,218, respectively, insurance costs of \$222,019 and \$70,861, respectively, real estate taxes of \$44,467 and \$31,092, respectively, and amortization of \$90,691 and \$0, respectively, were capitalized and are included in construction in process or placed into service and included in property and equipment on the accompanying consolidated statements of financial position.

Income Taxes

Ability Housing is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, as confirmed in an exemption letter dated July 31, 1992. However, any unrelated business income may be subject to taxation. For the years ended December 31, 2020 and 2019, Ability Housing has no obligation for any unrelated business income tax.

Ability Mayfair, Ability Oakland, Ability Mercy, Ability Londontowne, and Gannet Pointe are entities that have elected to be treated as pass-through entities for income tax purposes and, as such, are not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by their owners on their respective income tax returns. Each entity's federal tax status as a pass-through entity is based on their respective legal status as a limited liability company. Accordingly, the entities are not required to take any tax positions in order to qualify as pass-through entities. The individual entities are required to file and do file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these consolidated financial statements do not reflect a

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

provision for income taxes and the entities have no other tax positions which must be considered for disclosure.

Generally, income tax returns filed by Ability Housing and its affiliates are subject to examination by the Internal Revenue Service for a period of three years. While no income tax returns are currently being examined by the Internal Revenue Service, tax years since 2017 remain open.

Functional Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis in the consolidated statements of activities and changes in net assets and consolidated statements of functional expenses. Certain costs attributable to more than one program or supporting function have been allocated among the programs and supporting services benefited. Expenses are allocated among program and supporting services on a basis of time and effort (such as salaries and benefits) as well as square footage (such as depreciation, office and occupancy) or other reasonable and consistent methodology.

Rental Income

Rental income is recognized as rents become due. Rental payments received in advance are deferred until earned. All leases between the Organization and the tenants of the property are operating leases and are typically for a period of one year or less. For the years ended October 31, 2020 and 2019, Ability Oakland earned \$510,847 and \$513,933, respectively, in HUD Section 8 subsidies. For the years ended December 31, 2020 and 2019, Ability Mayfair earned subsidies from several sources totaling \$312,122 and \$195,334, respectively. For the years ended December 31, 2020 and 2019, Renaissance Village earned subsidies from several sources totaling \$65,453 and \$61,769, respectively. For the years ended December 31, 2020 and 2019, Village on Wiley earned subsidies from sources totaling \$206,038 and \$237,645, respectively. For the years ended December 31, 2020 and 2019, CASA earned subsidies from several sources totaling \$11,280 and \$12,512, respectively. For the years ended December 31, 2020 and 2019, Ability Mercy earned subsidies from sources totaling \$443,932 and \$16,790, respectively. For the years ended December 31, 2020 and 2019, Ability Londontowne earned subsidies from sources totaling \$205,892 and \$0, respectively. For the years ended December 31, 2020 and 2019, Gannet Pointe earned subsidies from sources totaling \$247 and \$0, respectively.

Contributions

Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions that are temporary in nature are reclassified to net

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

Recognition of Grant Revenue

Ability Housing recognizes non-reimbursable grants as revenue without donor restrictions when awarded. Certain grants are received under the cost reimbursement method and are recognized in revenue without donor restrictions as reimbursable expenditures are incurred. Amounts received that are designated for future periods or restricted by the grantor are reported as donor restricted support that increases those net asset classes. However, if a restriction is fulfilled in the same time period in which the grant is received, the Organization reports the grant as support without donor restriction.

Tax Credit Exchange Funds

Tax credit exchange funds are accounted for as a government grant related to assets. Upon receipt, exchange funds are recorded as deferred liabilities and recognized as income over the life of the related assets.

Forgiveness of Tax Credit Exchange Loan

The Organization recognizes forgiveness of tax credit exchange loans based on the specific terms of forgiveness set forth in the loan documents. The terms of the Organization's tax credit exchange loan provide for forgiveness based on terms that are contingent and are not recognized until such contingencies are resolved. All amounts of the loan for which forgiveness is recognized are considered tax credit exchange funds and are accounted for as a government grant related to assets.

Forgiveness of Loans

The Organization recognizes forgiveness of loans for CASA and Village on Wiley based on the specific terms of forgiveness set forth in the loan documents.

Ground Lease

The Organization accounts for a ground lease for Ability WDC as an operating lease and pays Sunsystem Development Corporation, d/b/a Florida Hospital Foundation (the Landlord) annual rent of \$1 (see Note 5).

Developer Fees

The Organization enters into contracts to develop properties on a fee basis for projects in which the Organization holds an interest through a general partnership (or company) interest or for unrelated third parties. In these cases, the Organization typically agrees to be responsible for all aspects of development through the completion of construction of the

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

project. In return for the development services provided, the Organization receives payments as certain milestones are achieved. A portion of the fees is received at various, specified dates in the partnership (or operating) agreements and are paid from capital contributions of the limited partner(s) (or investor member(s)) or other development sources. In addition to the fees paid from capital contributions or other development sources, generally, a portion of the fees will be paid from future cash flows of the various projects as cash becomes available, but not at predetermined, specified dates.

Management also identified any variable consideration according to the terms of each agreement. For any variable consideration that is identified, management uses the best estimate approach to establish the total transaction price of the contract. Once the transaction price is established, management allocates the price among the performance obligations as designated in the contracts. Generally, management has determined that approximately twenty percent of the performance obligations are incurred prior to the initial closing of the projects, with the remaining approximately eighty percent of the performance obligations being incurred during construction. The portion of the transaction price that is recognized during construction is recognized using the input method, based on the proportion of the total construction contract that has been incurred to date.

Developer fees earned are capitalized in the respective entity's building or construction in process basis and recorded as income by Ability Housing. Developer fees earned and capitalized for consolidated affiliates, along with the corresponding receivable and payable for consolidated entities for developer fees not paid as of December 31, 2020 and 2019 are also eliminated in consolidation.

During the years ended December 31, 2020 and 2019, the Organization recognized \$871,475 and \$313,067, respectively, of revenue associated with development contracts that does not eliminate, which is included in other income on the accompanying consolidated statements of activities and changes in net assets. At December 31, 2020 and 2019, \$717,089 and \$138,067, respectively, of development fees that do not eliminate remain outstanding and are included in tenant and other receivables on the accompanying consolidated statements of financial position. At December 31, 2020 and 2019, deferred revenue of \$66,900 and \$0, respectively, was recorded for development fees paid in excess of developer fees earned that do not eliminate, which is included in deferred revenue on the accompanying consolidated statements of financial position.

Donated Materials, Long-lived Assets, Facilities & Services

Donated materials are recorded as contributions at their estimated fair value at the date of donation. Long-lived assets or the use of facilities are recorded as contributions in the period received at fair value. Contributions of services are recognized in the consolidated financial statements if the services enhance or create nonfinancial assets or require specialized skills and are provided by individuals possessing those skills.

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Promises to Give

Promises to give are recorded as revenue at net realizable value based on historical trends. Payments due in future periods are discounted to present value and recorded as net assets with donor restrictions. As of December 31, 2020 and 2019, there were no promises to give.

Reclassifications

Certain items from prior year consolidated financial statements have been reclassified to conform to the current year presentation. These reclassifications had no effect on the previously reported net assets or changes in net assets of the Organization.

NOTE 3 - FAIR VALUE MEASUREMENTS

The Organization uses fair value measurements to record fair value adjustments to certain assets and liabilities. The FASB established a framework for measuring fair value, established a three-level valuation hierarchy for disclosure of fair value measurement and enhanced disclosure requirements for fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The Organization uses various valuation approaches, including market, income and/or cost approaches. The framework establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs, as follows:

Level 1 - Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 - Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 - Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

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The following is a description of the valuation methodologies used for instruments measured at fair value:

Investments: The fair values of investments are based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, due to the limited market activity of the instrument, fair value is based upon externally developed models that use unobservable inputs.

The following tables of the Organization's financial assets and liabilities that were accounted for at a fair value on a recurring basis as of December 31, 2020 and 2019. The financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Organization's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and their placement within the fair value hierarchy levels. The tables do not include cash on hand or other assets and liabilities that are measured at historical cost or any basis other than fair value.

The fair value of investments using level 1 inputs comprise of the following:

	Fair Value as of December 31, 2020
Equity mutual funds	\$ 1,131,925
Fixed income mutual funds	452,882
	<u>\$ 1,584,807</u>
	Fair Value as of December 31, 2019
Equity mutual funds	\$ 929,625
Fixed income mutual funds	443,936
	<u>\$ 1,373,561</u>

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

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NOTE 4 - INVESTMENTS

As of December 31, 2020, investments are comprised of the following:

	Cost	Gross Unrealized Gain (Loss)	Fair Value
Equity mutual funds	\$ 870,710	\$ 261,215	\$ 1,131,925
Fixed income mutual funds	436,473	16,409	452,882
	<u>\$ 1,307,183</u>	<u>\$ 277,624</u>	<u>\$ 1,584,807</u>

Realized gains and losses of sales of mutual funds for the year ended December 31, 2020 were:

Gross proceeds	<u>\$ 675,699</u>
Realized gains	<u>\$ 16,727</u>

As of December 31, 2019, investments are comprised of the following:

	Cost	Gross Unrealized Gain (Loss)	Fair Value
Equity mutual funds	\$ 854,442	\$ 75,183	\$ 929,625
Fixed income mutual funds	431,643	12,293	443,936
	<u>\$ 1,286,085</u>	<u>\$ 87,476</u>	<u>\$ 1,373,561</u>

Realized gains and losses of sales of mutual funds for the year ended December 31, 2019 were:

Gross proceeds	<u>\$ 2,132,311</u>
Realized gains	<u>\$ 65,464</u>

NOTE 5 - GROUND LEASE

Ability WDC entered into a lease agreement (the Ground Lease) with the Landlord on January 1, 2016 (the Commencement date). The lease is for 20 years with a renewal option for an additional 5 years. Under the Ground Lease, Ability WDC pays the Landlord \$1 on or before the anniversary of the Commencement Date, as defined in the Ground Lease, each year.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

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NOTE 6 - CONSTRUCTION IN PROCESS

Construction in process at December 31, 2020 and 2019 consisted of:

	2020	2019
Wayne Densch Center - Orange County, rehabilitation	\$ -	\$ 2,860,482
Village at Hyde Park - Duval County, new construction	-	13,030,009
Gannet Pointe - Osceola County, new construction	6,509,343	3,035,415
Other projects in development	101,268	33,984
	<u>\$ 6,610,611</u>	<u>\$ 18,959,890</u>

NOTE 7 - PROPERTY AND EQUIPMENT

A summary of property and equipment is as follows:

	2020	2019
Ability Housing - Administration		
Land	\$ 61,000	62,000
Equipment	86,303	86,303
Accumulated depreciation	(76,962)	(72,994)
	<u>\$ 70,341</u>	<u>\$ 75,309</u>
Ability Housing - CASA Scattered Sites		
Land	\$ 310,062	\$ 310,062
Buildings and improvements	3,444,223	3,444,223
Accumulated depreciation	(1,451,709)	(1,352,733)
	<u>\$ 2,302,576</u>	<u>\$ 2,401,552</u>
Ability Housing - Renaissance Village		
Land	\$ 110,000	\$ 110,000
Buildings and improvements	5,912,424	5,912,424
Building equipment	49,000	49,000
Accumulated depreciation	(1,293,072)	(1,145,262)
	<u>\$ 4,778,352</u>	<u>\$ 4,926,162</u>

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	2020	2019
Ability Housing - Village on Wiley		
Land	\$ 285,000	\$ 285,000
Land improvements	75,815	75,815
Buildings and improvements	5,153,122	5,150,472
Equipment	188,925	161,862
Accumulated depreciation	(894,193)	(738,421)
	<u>\$ 4,808,669</u>	<u>\$ 4,934,728</u>
Ability Housing - Wayne Densch Center		
Buildings and improvements	\$ 4,921,253	\$ 1,475,093
Land improvements	760,758	130,227
Furniture and fixtures	586,342	134,974
Accumulated depreciation	(176,523)	(36,277)
	<u>\$ 6,091,830</u>	<u>\$ 1,704,017</u>
Ability Housing - Ability Dozier		
Land	\$ 146,145	\$ -
Buildings and improvements	418,217	-
Accumulated depreciation	(1,735)	-
	<u>\$ 562,627</u>	<u>\$ -</u>
Ability Londontowne		
Land	\$ 498,000	\$ 498,000
Buildings and improvements	12,577,734	-
Furniture, fixtures and equipment	334,660	-
Accumulated depreciation	(450,973)	-
	<u>\$ 12,959,421</u>	<u>\$ 498,000</u>
Ability Mayfair II (as consolidated)		
Land	\$ 265,000	\$ 265,000
Buildings and improvements	12,317,568	12,317,568
Equipment	125,143	109,768
Accumulated depreciation	(3,427,731)	(3,118,697)
	<u>\$ 9,279,980</u>	<u>\$ 9,573,639</u>
Ability Mercy (as consolidated)		
Land	\$ 1,366,642	\$ 1,366,642
Building and improvements	18,304,713	17,848,758
Furniture, fixtures and equipment	1,474,937	1,465,302
Accumulated depreciation	(1,029,769)	(144,486)
	<u>\$ 20,116,523</u>	<u>\$ 20,536,216</u>

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

	2020	2019
Ability Oakland II (as consolidated)		
Land	\$ 230,000	\$ 230,000
Buildings and improvements	6,425,106	6,425,106
Equipment	149,858	149,858
Accumulated depreciation	(1,279,424)	(1,117,720)
	<u>\$ 5,525,540</u>	<u>\$ 5,687,244</u>
Gannet Pointe (as consolidated)		
Land	\$ 1,828,000	\$ 1,828,000
Buildings and improvements	7,559,321	-
Furniture, fixtures and equipment	90,849	-
Accumulated depreciation	(10,336)	-
	<u>\$ 9,467,834</u>	<u>\$ 1,828,000</u>
Total	<u>\$ 75,963,693</u>	<u>\$ 52,164,867</u>

NOTE 8 - LINE OF CREDIT

The Organization had a revolving line of credit with a commercial bank in the amount of \$700,000. Interest was accrued at the LIBOR daily floating rate plus 2.5% (4.30% at December 31, 2019). The note was secured by certain cash and investments. Payments were due upon demand. The line of credit was paid off in September 2020. The outstanding balance at December 31, 2020 and 2019 was \$0 and \$250,000, respectively. As of December 31, 2020 and 2019, accrued interest was \$0 and \$2,367, respectively, which is included in accrued expenses on the accompanying statements of financial position.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

NOTE 9 - LONG-TERM DEBT

	<u>2020</u>	<u>2019</u>
Loan from Federal Home Loan Bank of Atlanta in the amount of \$400,000. No interest due. Matures 2026. The mortgage will be forgiven if all agreement requirements are met. The funds were used for rehabilitation of CASA homes.	\$ 400,000	\$ 400,000
Unsecured commercial bank loan in the amount of \$250,000 with interest at 2%, paid quarterly. The note is a four year loan but has an extended due date of October 2021. At the initial four year maturity of January 2020, eight quarterly principal payments of \$31,250 began.	125,000	250,000
Unsecured loan in the amount of \$100,000 from Vystar Credit Union. The loan bears interest at 5.99% per annum and matures on June 25, 2026. Interest only payments are due commencing June 25, 2020. Principal and interest payments are due commencing June 25, 2021 and through maturity. Accrued interest was \$0 and \$0, respectively, at December 31, 2020 and 2019.	100,000	-
Loan in the amount of \$217,900 from Ameris Bank. The loan bears interest at 1.00% per annum and matures on April 29, 2022. Payments to be made in 18 equal installments of \$12,263 beginning November 29, 2020. The loan is expected to be forgiven by the Small Business Administration under the Paycheck Protection Program. Ability Housing applied for forgiveness in October 2020. Accrued interest was \$1,456 and \$0, respectively, at December 31, 2020 and 2019.	217,900	-

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

	2020	2019
Unsecured loan in the amount of \$2,000,000 with interest at 2%. The note is payable in full on August 11, 2025. Interest is payable semi-annually beginning December 31, 2020. Accrued interest was \$0 and \$0, respectively at December 31, 2020 and 2019.	2,000,000	-
CASA mortgage payable from Florida Housing Finance Corporation. The mortgage bears no interest. Collateral is specific real property and rent assignment. Annual principal payments of \$8,400 begin December 2022 with a maturity balloon payment in December 2037.	252,000	252,000
CASA mortgage payable from Florida Housing Finance Corporation. The mortgage bears no interest. Collateral is specific real property. Annual principal payments of \$8,400 begin March 2023 with a maturity balloon payment in March 2038.	252,000	252,000
CASA mortgages payable from the City of Jacksonville. \$296,130 was obtained as a HOME grant. The mortgages bear no interest. Collateral is specific real properties. Due dates are 2016-2027. The mortgages will be forgiven at the end of 10-20 year period if all agreement requirements are met. No amounts were forgiven in 2020 and 2019, respectively.	100,000	100,000
CASA - various mortgages payable, in aggregate monthly installments of \$3,166. Interest rates are 6.25% at December 31, 2020. All remaining mortgages mature in 2035. Secured by real estate.	119,631	125,076

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

	2020	2019
CASA - twelve mortgages from Florida Housing Finance Corporation, all of which bear no interest. Ten mortgages payable in total of \$16,652 annually which mature in 2034. Two mortgages payable in installments of \$4,200 beginning in 2021 which mature in 2036.	353,064	369,714
CASA - Jacksonville Housing Commission as a SHIP Grant. Grant proceeds were a down payment assistance in the form of a second mortgage, not to exceed 20% of the purchase price of any one home. The mortgage will be forgiven at the end of 10-15-year periods, provided all agreement requirements are met. \$0 and \$91,000 was forgiven in 2020 and 2019, respectively. No interest is charged or accrued.	100,000	100,000
Gannet Pointe has a construction loan with Bank of America, N.A. in the original principal amount of \$7,559,703. Interest is accrued at the LIBOR Daily Floating Rate plus 210 basis points (2.25% at December 31, 2020) as defined in the loan agreement. Accrued interest was \$9,713 and \$7,309 at December 31, 2020 and 2019, respectively. Maturity is on August 30, 2021.	5,745,843	1,309,937
Gannet Pointe has a SAIL loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$4,318,000. Interest is accrued at 0.3%. Accrued interest was \$4,573 and \$0 at December 31, 2020 and 2019, respectively. Principal and interest payments are only payable from annual cash flow. Maturity is on March 1, 2040. The note is secured by the real property.	1,803,016	850,966

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Gannet Pointe has a SAIL ELI loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$182,000. The note bears no interest and will be forgiven over the term as outlined in the loan agreement. Maturity is on March 1, 2040. The note is secured by the real property.	75,996	35,867
Village on Wiley promissory notes from Florida Housing Finance Corporation totaling \$5,975,000, with interest at zero percent and principal nonamortizing. These notes are subject to a construction agreement and provide for a twenty year, permanent loan period, maturing December 2034. The mortgage note will be forgiven at a rate of five percent on each anniversary date of the date the development was placed in service (November 2015) if all agreement requirements are met. \$290,460 was forgiven in both 2020 and 2019, respectively.	4,356,899	4,647,359
Renaissance Village has a construction loan from the City of Jacksonville. \$6,606,000 was the total available. Final balance drawn was \$6,421,424. Collateralized by specific real property. The note bears no interest. The note will be forgiven in 2052 if the property remains affordable housing.	6,421,424	6,421,424
Ability Mercy has a construction loan with Bank of America, N.A. in the original principal amount of \$15,250,000. Interest is accrued at the LIBOR Monthly Floating Rate (3.35% and 4.91% at December 31, 2020 and 2019, respectively). Accrued interest was \$35,943 and \$55,722 at December 31, 2020 and 2019, respectively. The construction loan originally matured on October 10, 2020, at which time the maturity date was extended until April 7, 2021 at which time all outstanding amounts are due.	12,441,995	13,770,828
Ability Mercy has entered a Viability loan agreement with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$1,335,205. The loan bears no interest and matures on April 10, 2050. As of December 31, 2020 and 2019, the loan has not been funded. The note is secured by the real property.	-	-

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Ability Mercy has a SAIL loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$5,000,000. Interest is accrued at 1%. Accrued interest was \$73,809 and \$39,939 at December 31, 2020 and 2019, respectively. Principal and interest payments are only payable from annual cash flow. Maturity is on April, 10, 2050. The note is secured by the real property.	5,000,000	3,004,525
Ability Londontowne has a NHTF loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$1,452,286. The loan will bear no interest and will be forgiven after a term of 30 years including a 2.5 year construction period. The note is secured by the real property.	1,452,286	1,157,115
Ability Londontowne has a SAIL loan with Florida Housing Finance Corporation (FHFC) in the original principal amount of \$2,865,000. The loan will bear interest at 1% per annum for a term of 30 years including a 2.5 year construction period. The note is secured by the real property. Accrued interest was \$22,255 and \$0, respectively, at December 31, 2020 and 2019.	2,497,004	1,162,626
Ability Londontowne entered a construction loan agreement with JPMorgan Chase Bank, N.A., in the original principal amount of \$8,000,000. The term of the loan is 24 months. The loan is interest only with a floating rate equal to the 30 day LIBOR rate plus 225 basis points (2.44% and 4.75%, respectively, at December 31, 2020 and 2019). The note is secured by the real property. Accrued interest was \$470 and \$0, respectively, at December 31, 2020 and 2019.	6,998,494	7,774,954
Ability WDC has entered a loan agreement with Florida Community Loan Fund, Inc. in the original amount of \$2,570,000. The loan bears interest at 4% per annum and matures on July 11, 2025. Accrued interest was \$5,298 and \$4,436, respectively, at December 31, 2020 and 2019.	2,544,387	582,757

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

	2020	2019
Ability WDC has entered a construction loan agreement with Neighborhood Lending Partners of Florida, Inc. and Orange County, Florida. The loan is divided into two tranches of \$1,000,000 each for a total of \$2,000,000. Interest accrues at 1%. Maturity is on July 2038. The note is secured by the real property. Accrued interest was \$1,416 and \$1,444, respectively, at December 31, 2020 and 2019.	2,000,000	2,000,000
Ability Oakland has a mortgage payable with Bellweather Enterprise Real Estate. The loan has an interest rate of 3.75%. The note is secured by the property and all rights and interest related thereto. The original balance was \$2,148,900 with monthly principal and interest payments of \$9,354. The note matures in January 2051. Accrued interest at October 31, 2020 and 2019 was \$6,452 and \$6,562, respectively.	1,998,017	2,032,126
Ability Mayfair has a mortgage payable under the Tax Credit Exchange Program administered by the Florida Housing Finance Corporation. The original principal amount was \$2,485,000. The mortgage bears no interest. Upon meeting certain requirements, as determined by Florida Housing Finance Corporation, the mortgage began in 2012 to be forgiven at a rate of 6.76% annually. \$165,750 was forgiven in both 2020 and 2019.	993,253	1,159,003
Ability Mayfair has a mortgage payable under the HOME program administered with the Florida Housing Finance Corporation. Principal of up to \$4,000,000 can be used for the acquisition, rehabilitation, and permanent financing of the Project. The note matures in October 2036 and the principal is due at that time. No interest is charged or accrued.	4,000,000	4,000,000
Ability Dozier has a mortgage payable with the Florida Community Loan Fund in the principal amount of \$500,000. The loan has an interest rate of 5.75% and matures on October 30, 2030. Monthly payments of principal and interest totaling \$2,918 are due until maturity. The note is secured by the property and all rights and interest related thereto. Accrued interest at December 31, 2020 and 2019 was \$0 and \$0, respectively.	499,046	-
Total	\$ 62,847,255	\$ 51,758,277
Less unamortized debt issuance costs	(433,115)	(346,093)
	62,414,140	51,412,184
Less current portion of debt	(25,990,195)	(14,990,490)
Long-term debt, net	\$ 36,423,945	\$ 36,421,694

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

Maturities by year are as follows:

2021	\$	25,990,195
2022		527,885
2023		638,096
2024		539,988
2025		6,889,368
Thereafter		28,261,723
Total	\$	<u>62,847,255</u>

As of December 31, 2020 and 2019, total accrued interest was \$87,003 and \$115,412, respectively, which is included in accrued expenses on the accompanying statements of financial position. During the years ended December 31, 2020 and 2019, total interest expense incurred was \$1,271,528 and \$250,105, respectively, which includes amortization of debt issuance costs of \$88,740 and \$13,341, respectively.

As mentioned above, Ability Mayfair obtained a forgivable loan from the Florida Housing Finance Corporation (FHFC), under the Tax Credit Exchange Program. The loan bears no interest. The principal amount shall be forgiven at a rate of 6.76% per annum over the 15 year IRS affordability and compliance monitoring extended use period on each anniversary date of the date the project is placed in services as a “qualified low-income housing development”. Forgiveness of the loan is subject to Ability Mayfair maintaining compliance with the Section 42 and FHFC compliance requirements. The loan matures in 2026. The annual forgiveness amount is expected to be \$165,750 per year. The principal balance as of December 31, 2020 and 2019 was \$993,253 and \$1,159,003, respectively. For the years ended December 31, 2020 and 2019, \$90,364 and \$90,364 (see Note 2), respectively, was recognized as income and is included in debt forgiveness revenue on the accompanying consolidated statements of activities and changes in net assets. Deferred revenue as of December 31, 2020 and 2019 was \$678,474 and \$603,088 (see Note 2), respectively, which is included in deferred revenue on the accompanying consolidated statements of financial position.

CASA has forgivable loans from the City of Jacksonville and Jacksonville Housing Commission. The loans are forgiven as certain requirements are met. During the years ended December 31, 2020 and 2019, a total of \$0 and \$91,000, respectively, were forgiven on the loans and recognized as income which is included in debt forgiveness on the accompanying consolidated statements of activities and changes in net assets.

Village on Wiley has forgivable loans from Florida Housing and Finance Corporation. The loan are forgiven as certain requirements are met. During the years ended December 31, 2020 and 2019, a total of \$290,460 and \$290,460, respectively, was forgiven on the loans and recognized as income which is included in debt forgiveness revenue on the accompanying consolidated statements of activities and changes in net assets.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

NOTE 10 - CONSTRUCTION CONTRACTS

Ability Mercy

During 2017, Ability Mercy entered into a construction contract with Sauer Incorporated, an unrelated party, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$16,675,654 plus approved change orders of \$629,755 as of December 31, 2020. As of December 31, 2020 and 2019, \$17,305,409 and \$16,976,007, respectively, of the construction contract has been incurred. As of December 31, 2020 and 2019, construction costs of \$131,610 and \$1,381,110, respectively, remain payable, including retainage payable of \$0 and \$848,800, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

Ability Londontowne

During 2018, Ability Londontowne entered into a construction contract with Sauer Incorporated, an unrelated party, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$10,761,513 plus approved change orders of \$746,450 as of December 31, 2020. As of December 31, 2020 and 2019, \$11,507,963 and \$11,319,672, respectively, of the construction contract has been incurred. As of December 31, 2020 and 2019, construction costs of \$0 and \$1,202,148, respectively, remain payable, including retainage payable of \$0 and \$96,038, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

Ability WDC

During 2017, Ability WDC entered into a construction contract with Sauer Incorporated, an unrelated party, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$5,194,701 plus approved change orders of \$550,188 as of December 31, 2020. As of December 31, 2020 and 2019, \$5,761,592 and \$4,063,286, respectively, of the construction contract has been incurred. As of December 31, 2020 and 2019, construction costs of \$288,080 and \$880,420, respectively, remain payable, including retainage payable of \$0 and \$339,470, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

Gannet Pointe

During 2019, Gannet Pointe entered into a construction contract with Parramore Development & Construction, LLC (Parramore), an affiliate of one of the co-general partners of Gannet Pointe, to perform general contractor services in conjunction with the construction of the project for an original contract sum of \$11,434,080 plus approved change orders of

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

\$438,953 as of December 31, 2020. As of December 31, 2020 and 2019, \$10,109,913 and \$559,841 respectively, of the construction contract has been incurred. As of December 31, 2020 and 2019, construction costs of \$3,103,040 and \$290,248, respectively, remain payable, including retainage payable of \$815,494 and \$42,690, respectively. The payable balance is included in construction costs payable on the accompanying consolidated statements of financial position.

NOTE 11 - PROPERTIES AND SOURCES OF REVENUE

CASA

Ability Housing is a scattered-site rental program consisting of 21 single family and 8 multi-family homes throughout Jacksonville, Florida. The homes are rented to qualifying, low-income, adults with disabilities. Rents are based on ability to pay. Excess costs to maintain and service the debt on the homes are made up through contributions and grants. Major renovations, funded through a Federal Home Loan Bank Affordable Housing Program grant were conducted in 2012 and 2013.

Mayfair Village Apartments

In January 2008, Ability Mayfair, LLC (wholly owned by Ability Housing) purchased an existing apartment complex. The complex was appraised at \$4,509,130. The purchase price was \$3,209,130. The \$1,300,000 difference in purchase price and appraised value was recognized as a contribution.

The apartment complex was sold at a loss of \$1,371,831 during the year ended June 30, 2011 to Ability Mayfair II, LLC (Ability Mayfair) of which Ability Housing has .01% ownership with effective contractual control. The sales price of the apartment complex was \$2,650,000. The loss is eliminated in consolidation.

As of December 31, 2020 and 2019, developer fees totaling \$1,851,608 and \$1,851,608, respectively, have been paid to Ability Housing. As of December 31, 2020 and 2019, \$5,781 and \$5,613, respectively, of developer fees and accrued interest remain payable. These fees and payables are eliminated in consolidation.

As of December 31, 2020 and 2019, Ability Mayfair has a non-interest bearing note payable due in April 2026 totaling \$346,916 and \$346,916, respectively, to Ability Housing. This note is eliminated in consolidation.

Renaissance Village Apartments

In April 2010, Ability Housing purchased Renaissance Village, an existing complex. Rehabilitation of the complex began during the year ended June 30, 2011. The rehabilitation was completed in 2012 with \$6,071,423 in costs that were capitalized.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2020 and 2019

Oakland Terrace Apartments

Ability Oakland is a limited liability company that was formed in 2013 for the purpose of purchasing, rehabilitating, owning and operating a 60-unit low-income housing complex located in Jacksonville, Florida. Ability Oakland II MM, LLC (wholly owned by Ability Housing) is the managing member with an interest of 0.01%, with effective contractual control. The apartment complex was purchased from an LLC 100% owned by Ability Housing at a gain of \$1,588,094. The gain is eliminated in consolidation and the basis of the Ability Oakland building is reduced.

As of December 31, 2020 and 2019, developer fees totaling \$997,471 and \$997,471, respectively, have been paid to Ability Housing. As of December 31, 2020 and 2019, \$374,785 and \$374,785, respectively, of developer fees remain payable. These fees and payables are eliminated in consolidation.

At December 31, 2020 and 2019, Ability Oakland has three notes payable to Ability Housing totaling \$1,118,142 and \$1,118,142, respectively, with accrued interest of \$510,308 and \$443,219, respectively. These notes and accrued interest are eliminated in consolidation.

Village on Wiley

In 2014, Ability Housing purchased land for Village on Wiley and began new construction. Construction was primarily completed in 2015. \$5,597,334 in costs were capitalized.

Ability Mercy

Ability Mercy has a developer fee agreement with Ability Housing. As of December 31, 2020 and 2019, developer fees totaling \$284,730 and \$284,370, respectively, have been paid to Ability Housing. As of December 31, 2020 and 2019, \$3,068,715 and \$3,144,862, respectively, of developer fees remain payable. During the year ended December 31, 2020, the developer fee was reduced by \$76,147 based on final certification of development costs incurred. These fees and payables are eliminated in consolidation.

Ability Londontowne

Ability Londontowne has a developer fee agreement with Ability Housing. As of December 31, 2020 and 2019, developer fees totaling \$995,180 and \$478,863, respectively, have been paid to Ability Housing. As of December 31, 2020 and 2019, \$1,175,720 and \$1,751,498, respectively, of developer fees remain payable. These fees and payables are eliminated in consolidation.

Gannet Pointe

Gannet Pointe has a developer fee agreement with Ability Housing and DDER Development, LLC, an affiliate of one of the co-general partners of Gannet Pointe, who are co-developing

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

the apartment complex for a total developer fee of \$2,465,430. Pursuant to the development agreement, Ability Housing is entitled to 45% of the total developer fee. As of December 31, 2020 and 2019, developer fees totaling \$127,096 and \$127,096, respectively, have been paid including \$69,793 and \$69,793, respectively, paid to Ability Housing. As of December 31, 2020 and 2019, \$2,062,729 and \$462,381, respectively, of developer fees remain payable including \$895,250 and \$195,472, respectively, payable to Ability Housing. The fees and payables to Ability Housing are eliminated in consolidation.

Ability WDC

Ability WDC is to pay Ability Housing \$855,329 as part of the rehabilitation of the real property. As of December 31, 2020 and 2019, developer fees totaling \$0 and \$0, respectively, have been paid to Ability Housing. As of December 31, 2020 and 2019, \$855,329 and \$0, respectively, of developer fees remain payable. These fees and payables are eliminated in consolidation.

NOTE 12 - RETIREMENT PLAN

Ability Housing adopted a Simple IRA plan in 1998 for its employees. Ability Housing contributed \$12,503 and \$14,507 on behalf of its employees for the years ended December 31, 2020 and 2019, respectively.

NOTE 13 - LEASES

Ability Housing relocated in October 2017 with lease obligations beginning at \$3,988 per month and increasing 3% annually each February through January 2023 with a renewal option through January 2026.

Ability Housing also leases an office in Orlando, Florida for \$468 per month for 2018. The lease expired on December 31, 2018, but was extended through December 31, 2019. The lease was not renewed for 2020.

Total rent expense was \$50,641 and \$55,916 for the years ended December 31, 2020 and 2019, respectively.

Future minimum lease payments over the next three years are as follows:

2021	\$	52,160
2022		53,725
2023		4,488
	\$	<u>110,373</u>

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

NOTE 14 - CONCENTRATION OF CREDIT RISK

Ability Housing's services are offered to those who have lower incomes and disabilities. This creates an inherent risk for ongoing rental collections.

Ability Housing maintains its cash balances in several accounts in various banks. At times, these balances may exceed the federal insurance limits; however, Ability Housing has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these cash balances at December 31, 2020 or 2019.

Ability Mayfair, Ability Mercy, Ability Londontowne, Gannet Pointe and Ability Oakland's sole asset is their apartment complex. Their operations are concentrated in the multi-family real estate market. In addition, Ability Mayfair, Ability Mercy, Gannet Pointe and Ability Oakland operate in a heavily regulated environment. The operations of Ability Mayfair, Ability Mercy, Gannet Pointe and Ability Oakland are subject to the administrative directives, rules, and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 15 - OPERATING RESERVES AND DEPOSITS

The following deposits are required to be maintained in accordance with the Ability Mayfair's operating agreement at December 31, 2020 and 2019:

	2020	2019
Operating reserve	\$ 183,390	\$ 182,467
Revenue deficit reserve	552,937	550,156
Services reserve	40,627	40,582
Wind damage reserve	25,369	25,341
	<u>\$ 802,323</u>	<u>\$ 798,546</u>

The following deposit, held by a third party, is maintained in accordance with Renaissance Village's Neighborhood Stabilization Program loan:

	2020	2019
Operating reserve	<u>\$ 350,000</u>	<u>\$ 350,000</u>

The following deposit is maintained in accordance with Village on Wiley's operating agreement:

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

	2020	2019
Operating deficit reserve	<u>\$ 444,559</u>	<u>\$ 444,469</u>

The following deposit is maintained in accordance with Ability Oakland's operating agreement:

	2020	2019
Operating reserve	\$ 243,719	\$ 242,960
Revenue deficit reserve	190,032	190,054
	<u>\$ 433,751</u>	<u>\$ 433,014</u>

Other deposits totaling \$2,957,506 and \$889,677 as of December 31, 2020 and 2019, respectively, consist of mortgage escrows, security deposits, replacement reserves, other reserves and utility deposits.

NOTE 16 - INTERNAL DESIGNATIONS OF NET ASSETS WITHOUT DONOR RESTRICTIONS

Ability Housing has internally designated a portion of unrestricted net assets as follows:

	2020	2019
Agency operating reserves	\$ 637,505	\$ 637,505
CASA operating reserves	49,828	49,828
CASA replacement reserves	77,650	77,650
CASA wind storm reserve	25,000	25,000
Renaissance Village wind storm reserve	25,000	25,000
	<u>\$ 814,983</u>	<u>\$ 814,983</u>

NOTE 17 - COMMITMENTS AND CONTINGENCIES

The Organization's low-income housing credits are contingent on its ability to maintain compliance with applicable sections of Section 42. Failure to comply with occupant eligibility, and/or unit gross rent or to correct noncompliance within a specified time period could result in recapture of previously taken tax credits plus interest. In addition, such potential noncompliance may require an adjustment to the contributed capital by the investor members.

NOTE 18 - PROPERTY MANAGEMENT FEES

Ability Housing has an agreement with an external management company to perform management services at Renaissance Village Apartments at 5% of rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Management fees incurred were

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

\$15,549 and \$14,138 for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$1,266 and \$1,092, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Mayfair contracted with an external management company to perform management services at 5% of rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Total management fees incurred were \$28,622 and \$28,080 for the years ended December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$2,711 and \$2,184, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Oakland contracted with an external management company to perform management services at 5% of rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Management fees incurred were \$29,432 and \$29,854 for the years ended October 31, 2020 and 2019, respectively. As of October 31, 2020 and 2019, \$2,657 and \$2,564, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Village on Wiley contracted with an external management company to perform services at 5% per month of all rent and related income effective May 2016. The management agreement expired in 2018, but it has been automatically renewed and will be effective until terminated. Management fees incurred were \$16,032 and \$16,407 and for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$1,292 and \$1,528, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Mercy contracted with an external management company to perform services at 5% per month of all rent and related income effective April 2018. The management agreement is effective for two years and may be automatically renewed for subsequent one year periods until terminated. Management fees incurred were \$73,649 and \$27,014 for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$5,250 and \$3,014, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Londontowne contracted with an external management company to perform services at 5% per month of all rent and related income effective July 2018. The management agreement is effective for two years and may be automatically renewed for subsequent one year periods until terminated. Management fees incurred were \$33,546 and \$8,000 and for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$2,000 and \$6,600, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

Ability WDC contracted with an external management company to perform services at \$3,000 per month of all rent and related income effective during 2019. Management fees incurred were \$2,180 and \$36,000 and for the years ending December 31, 2020 and 2019, respectively. During 2020, the contract with the external management was terminated and Ability WDC contracted with another external management company to perform services at 5% per month of all rent and related income, or \$2,000, whichever is greater, effective August 17, 2020. Management fees incurred were \$8,832 and \$0 and for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$2,832 and \$0, respectively, of management fees remain payable.

Gannet Pointe contracted with an external management company to perform services at 5% per month of all rent and related income effective April 2018. The management agreement is effective for two years and may be automatically renewed for subsequent one year periods until terminated. Management fees incurred were \$4,000 and \$0 and for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$0 and \$0, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Dozier contracted with an external management company to perform services at 12% per month of all rent and related income effective July 2018. The management agreement is effective for two years and may be automatically renewed for subsequent one year periods until terminated. Management fees incurred were \$1,287 and \$0 and for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$0 and \$0, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

CASA contracted with an external management company to perform services at 12% per month of all rent and related income effective August 2020. The management agreement is effective for two years and may be automatically renewed for subsequent one year periods until terminated. Management fees incurred were \$1,824 and \$0 and for the years ending December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$0 and \$0, respectively, of management fees remain payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

NOTE 19 - RELATED PARTY TRANSACTIONS

Asset Management Fees

Ability Mayfair is required to pay the majority member of Ability Mayfair a cumulative annual asset management fee of \$5,000 for property management oversight, tax credit compliance monitoring and related services provided to the project. The fee increases by 3 percent annually. Ability Mayfair incurred asset management fees of \$6,524 and \$6,334 to the majority member of Ability Mayfair during the years ended December 31, 2020 and 2019, respectively. Payments of \$12,858 and \$6,149 were made to the majority member in 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$0 and \$5,834,

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

respectively, of asset management fees remain payable which are included in accrued expenses on the accompanying consolidated statements of financial position.

Ability Oakland is required to pay an affiliate of the investor member of Ability Oakland a cumulative annual asset management fee of \$5,000 for property management oversight, tax credit compliance monitoring and related services provided to the project. The fee increases by 3 percent annually. Asset management fees of \$6,734 and \$5,600, respectively, were incurred and charged to operations during the years ending October 31, 2020 and 2019. As of October 31, 2020 and 2019, \$0 and \$4,690, respectively, remained payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Beginning on the first day of the first month following permanent mortgage commencement, as defined in Gannet Pointe's partnership agreement, Gannet Pointe is required to pay the special limited partner of Gannet Pointe a cumulative annual asset management fee of \$5,000 for property management oversight, tax credit compliance monitoring and related services provided to the project. The fee increases by 3 percent annually. During the years ended December 31, 2020 and 2019, no asset management fees have been incurred or paid.

Investor Services Fee

Beginning in the later of 2019 or the first calendar year Ability Mercy receives rental income, Ability Mercy is required to pay its investor member a cumulative annual investor services fee of \$10,000 for services provided to the project. The fee increases by 3 percent annually. During the years ended December 31, 2020 and 2019, investor services fees of \$9,469 and \$4,998 were incurred, respectively. As of December 31, 2020 and 2019, \$0 and \$4,998, respectively, remained payable and are included in accrued expenses on the accompanying consolidated statements of financial position.

Beginning in the later of 2019 or the first calendar year Ability Londontowne receives rental income, Ability Londontowne is required to pay its investor member a cumulative annual investor services fee of \$10,000 for services provided to the project. The fee increases by 3 percent annually. As of both December 31, 2020 and 2019, no investor services fees have been incurred or paid.

Company Administration Fee

Beginning in the later of 2019 or the first calendar year Ability Mercy receives rental income, Ability Mercy is required to pay the managing member of Ability Mercy a cumulative annual company administration fee of \$18,000, increasing at a rate of 3 percent annually. The fee is payable from available cash flow. During the years ended December 31, 2020 and 2019, company administration fees of \$18,540 and \$9,000, respectively, have been incurred. As of December 31, 2020 and 2019, \$27,540 and \$9,000, respectively, remained payable. These amounts are eliminated upon consolidation.

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

Beginning in the later of 2019 or the first calendar year Ability Londontowne receives rental income, Ability Londontowne is required to pay the managing member of Ability Londontowne a cumulative annual company administration fee of \$18,000, increasing at a rate of 3 percent annually. The fee is payable from available cash flow. During the years ended December 31, 2020 and 2019, company administration fees of \$18,000 and \$0, respectively, have been incurred. As of December 31, 2020 and 2019, \$18,000 and \$0, respectively, remained payable. These amounts are eliminated upon consolidation.

Partnership Management Fee

Gannet Pointe is required to pay the managing general partner, an entity in which Ability Housing owns 51% interest in, of Gannet Pointe a cumulative annual partnership management fee of \$5,000 for services provided to the project. The fee increases by 3 percent annually. During the years ended December 31, 2020 and 2019, no partnership management fees have been incurred or paid.

Supervisory Management Fee

Gannet Pointe is required to pay the supervisory management agent, an entity in which Ability Housing owns 51% interest in, of Gannet Pointe an annual supervisory management fee of 6% of the gross revenues of the project annually. The fee is only earned to the extent of available cash flow, as defined in Gannet Pointe's partnership agreement. During the years ended December 31, 2020 and 2019, no supervisory management fees have been incurred or paid.

Incentive Company Management Fee

Ability Oakland is required to pay the managing member an annual, non-cumulative incentive company management fee equal to 90 of cash flow, as defined, for services rendered to Ability Oakland. No incentive company management fees were incurred and charged to operations during the years ending October 31, 2020 and 2019. As of October 31, 2020 and 2019, there were no incentive company management fees payable.

NOTE 20 - CONTRIBUTIONS TO CONSOLIDATED SUBSIDIARIES NONCONTROLLING INTEREST

Ability Mercy

The operating agreement of Ability Mercy requires that the managing member of Ability Mercy provide capital contributions of \$100. As of December 31, 2020 and 2019, the managing member has made capital contributions of \$0 and \$0, respectively. Pursuant to the operating agreement, the investor member of Ability Mercy is required to make capital contributions of \$19,412,000, subject to adjustment as provided for in the Ability Mercy's operating agreement and to be paid in installments, to be used for funding construction. As of December 31, 2020 and 2019, the investor member has made capital contributions of

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

\$5,823,600 and \$3,002,280, respectively, which are included in noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position. In addition, during the year ended December 31, 2019, Ability Mercy paid syndication costs of \$50,000, which is shown as a cost of equity and a reduction of noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position in accordance with GAAP.

Ability Londontowne

The operating agreement of Ability Londontowne requires that the managing member of Ability Londontowne provide capital contributions of \$100. As of December 31, 2020 and 2019, the managing member has made capital contributions of \$0 and \$0, respectively. Pursuant to the operating agreement, the investor member of Ability Londontowne is required to make capital contributions of \$16,153,500, subject to adjustment as provided for in the Ability Londontowne's operating agreement and to be paid in installments, to be used for funding construction. As of December 31, 2020 and 2019, the investor member has made capital contributions of \$4,846,050 and \$2,593,030, respectively, which are included in noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position.

Gannet Pointe

The partnership agreement of Gannet Pointe requires that the general partner of Gannet Pointe provide capital contributions of \$100. As of December 31, 2020 and 2019, the general partner has made capital contributions of \$0 and \$0, respectively. Pursuant to the partnership agreement, the investor limited partner of Gannet Pointe is required to make capital contributions of \$14,505,308, subject to adjustment as provided for in Gannet Pointe's partnership agreement and to be paid in installments, to be used for funding construction. As of December 31, 2020 and 2019, the investor limited partner has made capital contributions of \$5,132,921 and \$2,249,109, respectively, which are included in noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position. In addition, during the year ended December 31, 2019, Gannet Pointe paid syndication costs of \$86,250, which is shown as a cost of equity and a reduction of noncontrolling interest in net assets without donor restrictions on the accompanying consolidated statements of financial position in accordance with GAAP.

NOTE 21 - LIQUIDITY AND AVAILABILITY OF RESOURCES

Ability Housing's financial assets available within one year of the statement of financial position date for general expenditures are as follows:

Ability Housing, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2020 and 2019

Cash and cash equivalents	\$	4,229,050
Investments		1,584,807
Grants receivable		339,308
Tenant and other receivables		<u>1,470,001</u>
	\$	<u>7,623,166</u>

Ability Housing manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they come due. Ability Housing maintains financial assets on hand to meet 60 days of normal operating expenses.

NOTE 22 - UNCERTAINTY RELATED TO COVID-19

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated abroad and has since spread to other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, multiple jurisdictions in the U.S. have declared a state of emergency. It is anticipated that these impacts will continue for some time. There has been no immediate impact to the Project's operations. Future potential impacts may include disruptions or restrictions on the employees' ability to work or the tenants' ability to pay the required monthly rent as a result of job loss or other pandemic related circumstance. In addition, on August 31, 2020, the Department of Health and Human Services mandated a temporary halt in residential evictions to prevent the further spread of COVID-19. Changes to the operating environment may increase operating costs. The future effects of these issues are unknown.

NOTE 23 - SUBSEQUENT EVENTS

Events that occur after the consolidated balance sheet date but before the consolidated financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the consolidated statement of financial position date are recognized in the accompanying consolidated financial statements. Subsequent events, which provide evidence about conditions that existed after the consolidated statement of financial position date, require disclosure in the accompanying notes. Management evaluated the activity of Ability Housing, Inc. and Affiliates through April 21, 2021 (the date the consolidated financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the consolidated financial statements or disclosure in the notes to the consolidated financial statements.

SUPPLEMENTAL INFORMATION

Ability Housing, Inc. and Affiliates
SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

December 31, 2020

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Combined Totals
ASSETS								
Cash and cash equivalents	\$ 2,343,825	\$ 214,660	\$ 8,858	\$ 587,063	\$ 73,140	\$ 1,001,504	\$ -	\$ 4,229,050
Investments	1,584,807	-	-	-	-	-	-	1,584,807
Grants receivable	339,308	-	-	-	-	-	-	339,308
Tenant and other receivables	9,512,629	5,599	13,261	90,026	113,598	4,135	(8,269,247)	1,470,001
Restricted deposits and reserves	1,164,265	1,091,419	753,354	1,215,590	763,511	-	-	4,988,139
Construction in process	101,268	-	-	-	-	6,941,007	(431,664)	6,610,611
Prepaid expenses	105,100	27,704	36,918	45,132	23,316	-	-	238,170
Other assets, net of accumulated amortization of \$19,968	-	-	-	136,270	118,653	-	-	254,923
Property and equipment, net of accumulated depreciation of \$10,092,427	18,614,395	9,747,153	7,651,579	23,330,484	15,075,731	10,000,657	(8,456,306)	75,963,693
Total assets	\$ 33,765,597	\$ 11,086,535	\$ 8,463,970	\$ 25,404,565	\$ 16,167,949	\$ 17,947,303	\$ (17,157,217)	\$ 95,678,702
LIABILITIES AND NET ASSETS								
Accounts payable	\$ 229,662	\$ 2,902	\$ 5,315	\$ 18,119	\$ 6,542	\$ 3,355	\$ -	\$ 265,895
Accrued expenses	34,604	16,810	584,091	301,792	59,095	43,171	(732,077)	307,486
Deferred revenue	138,857	686,549	6,196	10,633	87,512	-	-	929,747
Construction costs payable	288,080	-	-	491,461	95,285	3,199,765	(551,861)	3,522,730
Developer fees payable	-	5,781	374,785	3,068,715	1,175,720	2,062,729	(5,520,251)	1,167,479
Security deposits	73,391	30,714	9,285	47,150	21,550	-	-	182,090
Line of credit	-	-	-	-	-	-	-	-
Long-term debt	19,794,278	5,340,169	3,007,576	17,228,379	10,883,941	7,624,855	(1,465,058)	62,414,140
Total liabilities	20,558,872	6,082,925	3,987,248	21,166,249	12,329,645	12,933,875	(8,269,247)	68,789,567
Net assets without donor restrictions	13,206,725	5,003,610	4,476,722	4,238,316	3,838,304	5,013,428	(8,887,970)	26,889,135
Total liabilities and net assets	\$ 33,765,597	\$ 11,086,535	\$ 8,463,970	\$ 25,404,565	\$ 16,167,949	\$ 17,947,303	\$ (17,157,217)	\$ 95,678,702

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Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended December 31, 2020

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Total
Revenues and support								
Leasing, housing assistance and other program income	\$ 1,351,925	\$ 566,330	\$ 616,814	\$ 1,481,902	\$ 626,881	\$ 4,135	\$ (53,665)	\$ 4,594,322
Contributions	1,786,918	-	-	-	-	-	-	1,786,918
Grants - governmental	2,313,730	-	-	-	-	-	-	2,313,730
Debt forgiveness	290,460	90,364	-	-	-	-	-	380,824
Other income	1,752,088	28,148	1,329	45,552	22,328	-	(635,327)	1,214,118
Total contributions, grants and revenues	7,495,121	684,842	618,143	1,527,454	649,209	4,135	(688,992)	10,289,912
Expenses	5,822,938	799,471	890,640	2,699,161	1,604,833	43,189	(324,289)	11,535,943
Change in net assets without donor restrictions	1,672,183	(114,629)	(272,497)	(1,171,707)	(955,624)	(39,054)	(364,703)	(1,246,031)
Net assets, beginning of year	11,534,542	5,118,239	4,749,219	2,588,703	2,568,408	2,168,670	(8,523,267)	20,204,514
Contributions to consolidated subsidiaries - noncontrolling interest	-	-	-	2,821,320	2,253,020	2,883,812	-	7,958,152
Syndication costs for consolidated subsidiaries - noncontrolling interest	-	-	-	-	(27,500)	-	-	(27,500)
Net assets at end of year	\$ 13,206,725	\$ 5,003,610	\$ 4,476,722	\$ 4,238,316	\$ 3,838,304	\$ 5,013,428	\$ (8,887,970)	\$ 26,889,135

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Ability Housing, Inc. and Affiliates
SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year ended December 31, 2020

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Total
Salaries and wages	\$ 1,176,860	\$ 79,652	\$ 90,563	\$ 156,589	\$ 152,665	\$ 9,313	(3,425)	\$ 1,662,217
Payroll taxes	79,441	6,120	6,658	10,741	6,341	809	-	110,110
Employee benefits	66,924	10,665	14,008	9,113	10,960	-	-	111,670
	<u>1,323,225</u>	<u>96,437</u>	<u>111,229</u>	<u>176,443</u>	<u>169,966</u>	<u>10,122</u>	<u>(3,425)</u>	<u>1,883,997</u>
Leasing and housing assistance	2,128,904	-	-	-	-	-	-	2,128,904
Repairs and maintenances	323,176	90,022	128,403	176,157	76,989	66	-	794,813
Telephone and utilities	254,335	120,626	65,290	163,187	74,377	28	-	677,843
Professional services	291,149	52,531	43,599	95,558	84,237	4,036	(13,700)	557,410
Insurance	186,552	65,122	75,421	113,229	52,900	121	-	493,345
Memberships, meetings, and training	43,524	496	2,417	2,668	5,641	900	-	55,646
Office expense	106,831	8,337	20,235	24,999	16,073	5,192	-	181,667
Taxes and licenses	7,949	32,378	56,694	217,236	150,191	-	-	464,448
Interest	131,284	168	148,712	665,987	388,061	4,573	(67,257)	1,271,528
Bad debts	39,752	5,802	4,194	29,181	10,548	-	-	89,477
Rent	50,641	-	-	-	-	-	-	50,641
Marketing	25,944	420	77	233	2,167	570	-	29,411
Postage	3,173	457	720	531	265	42	-	5,188
Miscellaneous expense	356,447	16,505	7,306	56,172	59,697	6,647	(36,540)	466,234
	<u>5,272,886</u>	<u>489,301</u>	<u>664,297</u>	<u>1,721,581</u>	<u>1,091,112</u>	<u>32,297</u>	<u>(120,922)</u>	<u>9,150,552</u>
Depreciation and amortization	550,052	310,170	226,343	977,580	513,721	10,892	(203,367)	2,385,391
Total expenses	<u>\$ 5,822,938</u>	<u>\$ 799,471</u>	<u>\$ 890,640</u>	<u>\$ 2,699,161</u>	<u>\$ 1,604,833</u>	<u>\$ 43,189</u>	<u>\$ (324,289)</u>	<u>\$ 11,535,942</u>

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Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF CASH FLOWS

Year ended December 31, 2020

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannet Pointe, Ltd.	Eliminations	Total
Cash flows from operating activities:	\$ 1,672,183	\$ (114,629)	\$ (272,497)	\$ (1,171,707)	\$ (955,624)	\$ (39,054)	\$ (364,703)	\$ (1,246,031)
Change in net assets without donor restrictions								
Adjustments to reconcile change in net assets without donor restrictions to net cash, cash equivalents, and restricted cash provided by operating activities								
Depreciation	550,052	310,170	226,343	967,729	505,246	10,892	(203,367)	2,367,065
Amortization	-	-	-	9,851	8,475	-	-	18,326
Amortization of debt issuance costs	1,601	-	3,590	88,740	137,358	-	-	231,289
Debt forgiveness	(290,460)	(90,364)	-	-	-	-	-	(380,824)
Net write off of fixed assets	3,408	-	-	-	-	-	-	3,408
(Increase) decrease in operating assets	(322,155)	-	-	-	-	-	-	(322,155)
Grant and support receivable	(1,072,635)	20,640	(10,630)	(42,148)	(113,573)	(4,135)	230,896	(991,585)
Tenant and other receivables	28,281	(15,933)	(5,370)	56,762	(23,316)	-	-	40,424
Prepaid expenses	18,116	-	-	-	-	-	-	18,116
Other assets								
Increase (decrease) in operating liabilities								
Accounts payable and accrued expenses	191,230	(45,528)	72,842	185,538	55,536	3,355	(229,189)	233,784
Security deposit liability	17,536	1,789	2,031	23,070	21,550	-	-	65,976
Deferred revenue	97,784	(13,925)	450	5,342	87,512	-	-	177,163
Net cash, cash equivalents, and restricted cash (used in) provided by operating activities	894,941	52,220	16,759	123,177	(276,836)	(28,942)	(566,363)	214,956

(continued)

Ability Housing, Inc. and Affiliates

SUPPLEMENTAL INFORMATION

CONSOLIDATING STATEMENT OF CASH FLOWS - CONTINUED

Year ended December 31, 2020

	Ability Housing, Inc.	Ability Mayfair II, LLC	Ability Oakland II, LLC	Ability Mercy, LLC	Ability Londontowne, LLC	Gannett Pointe, Ltd.	Eliminations	Total
Cash flows from investing activities:								
Purchases and expenditures on rental property	\$ (1,899,664)	\$ (15,375)	\$ -	\$ 359,412	\$ -	\$ (6,886,202)	\$ (405,076)	\$ (8,846,905)
Purchases of land	(145,145)	-	-	-	-	-	-	(145,145)
Construction costs paid	(880,420)	-	-	(1,634,755)	(829,704)	(320,169)	451,222	(3,213,826)
Payments on capitalized developer fees	-	-	-	-	(520,217)	-	520,217	-
Tax credit fees paid	-	-	-	-	(127,128)	-	-	(127,128)
Net cash, cash equivalents, and restricted cash (used in) provided by investing activities	(2,925,229)	(15,375)	-	(1,275,343)	(1,477,049)	(7,206,371)	566,363	(12,333,004)
Cash flows from financing activities:								
Proceeds from borrowings	4,805,143	-	-	2,686,055	1,629,549	5,326,386	-	14,447,133
Loan costs paid	(48,674)	-	-	(68,436)	(283,073)	-	-	(400,183)
Syndication costs paid	-	-	-	-	(27,500)	-	-	(27,500)
Bank overdraft	(59,535)	-	-	-	-	-	-	(59,535)
Repayment of debt	(423,662)	-	(34,109)	(2,571,609)	(985,863)	-	-	(4,015,243)
Contributions to consolidated subsidiaries - noncontrolling interest	-	-	-	2,821,320	2,253,020	2,883,812	-	7,958,152
Net cash, cash equivalents, and restricted cash provided by (used in) financing activities	4,273,272	-	(34,109)	2,867,330	2,586,133	8,210,198	-	17,902,824
Net (decrease) increase in cash, cash equivalents, and restricted cash	2,242,984	36,845	(17,350)	1,715,164	832,248	974,885	-	5,784,776
Cash, cash equivalents, and restricted cash, beginning of year	2,849,913	1,269,234	779,562	87,489	4,403	26,619	-	5,017,220
Cash, cash equivalents, and restricted cash, end of year	\$ 5,092,897	\$ 1,306,079	\$ 762,212	\$ 1,802,653	\$ 836,651	\$ 1,001,504	\$ -	\$ 10,801,996
Supplemental disclosure of cash flow information:								
Cash paid during the year for interest, net of amounts capitalized	\$ 131,188	\$ 168	\$ 78,143	\$ 563,156	\$ 227,978	7,309	\$ 192,433	\$ 1,200,375
Supplemental schedule of non-cash investing and financing activities								
Debt forgiveness	\$ (290,460)	\$ (165,750)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (456,210)
Deferred revenue	-	75,386	-	-	-	-	-	75,386
Debt forgiveness revenue	290,460	90,364	-	-	-	-	-	380,824
Capitalized developer fee	-	-	-	(76,147)	(55,561)	1,600,348	(568,070)	900,570
Rental property	(288,080)	-	-	(748,855)	173,493	(4,937,674)	973,146	(4,827,970)
Accrued expenses	-	-	-	-	-	35,862	(35,862)	-
Capitalized amortization	-	-	-	8,819	81,872	-	-	90,691
Construction costs payable	288,080	-	-	272,806	(409,207)	3,193,765	(369,214)	2,982,230
Construction in process	-	-	-	543,377	209,403	101,699	-	854,479
Capitalized interest	-	-	-	-	-	-	-	-

See independent auditor's report

Ability Housing, Inc. and Affiliates

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
STATE FINANCIAL ASSISTANCE AND OTHER AWARDS

Year ended December 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title	Program Period	CFDA CFAS Number	Award Amount	Expenditures	Transfer to Subrecipients
HUD Continuum of Care Program	12/1/19-11/30/20	14.267	\$ 1,158,680	\$ 1,158,680	\$ 218,168
HUD Continuum of Care Program	1/1/20-12/31/20	14.267	365,440	365,440	28,000
			1,524,120	1,524,120	246,168
Total Federal			1,524,120	1,524,120	246,168
State Financial Assistance					
Florida Department of Children & Families - Challenge Grant through Changing Homeless, Inc.	7/1/20-6/30/22	DP002 - AH	35,000	17,500	-
Mental Health & Substance Abuse Services through Lutheran Social Services	12/1/15-6/30/20	LS 044	714,439	48,244	-
Mental Health & Substance Abuse Services through Lutheran Social Services	7/1/20-6/30/23	ME 044	313,227	52,248	-
			1,062,666	117,992	-
Total Federal and State Assistance Programs			\$ 2,586,786	\$ 1,642,112	\$ 246,168

See notes to schedule of expenditures of federal awards, state financial assistance and other awards and independent auditor's report

Ability Housing, Inc. and Affiliates

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
STATE FINANCIAL ASSISTANCE AND OTHER AWARDS

Year ended December 31, 2020

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, state financial assistance and other awards (the Schedule) includes the federal, state and other award activity of Ability Housing, Inc. and Affiliates under programs of the federal and state governments for the year ended December 31, 2020. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and as described in Chapter 10.650 Rules of the Auditor General. Because the Schedule presents only a selected portion of the operations of Ability Housing, Inc. and Affiliates, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, the cost principles contained in OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and the cost principles contained in the Uniform Guidance.

Ability Housing, Inc. and Affiliates has elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Ability Housing, Inc. and Affiliates

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Ability Housing, Inc. and Affiliates, which comprise the consolidated statement of financial position as of December 31, 2020, and the related consolidated statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements and have issued our report thereon dated April 21, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Ability Housing, Inc. and Affiliates' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control. Accordingly, we do not express an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Ability Housing, Inc. and Affiliates' consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control, that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Ability Housing, Inc. and Affiliates' consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ability Housing, Inc. and Affiliates' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tidwell Group, LLC

Atlanta, Georgia
April 21, 2021



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR MAJOR
FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Ability Housing, Inc. and Affiliates,

Report on Compliance for Major Federal Program

We have audited Ability Housing, Inc. and Affiliates' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Ability Housing, Inc. and Affiliates' major federal program for the year ended December 31, 2020. Ability Housing, Inc. and Affiliates' major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for Ability Housing, Inc. and Affiliates' major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program occurred. An audit includes examining, on a test basis, evidence about Ability Housing, Inc. and Affiliates' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major program. However, our audit does not provide a legal determination of Ability Housing, Inc. and Affiliates' compliance.

Opinion on Major Federal Program

In our opinion, Ability Housing, Inc. and Affiliates complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2020.

Report on Internal Control over Compliance

Management of Ability Housing, Inc. and Affiliates is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered Ability Housing, Inc. and Affiliates' internal control over compliance with the requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Ability Housing, Inc. and Affiliates' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement of the federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement of the federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a compliance requirement of the federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Tidwell Group, LLC

Atlanta, Georgia
April 21, 2021

Ability Housing, Inc. and Affiliates

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

December 31, 2020

A. Summary of Auditor's Results

1. The auditor's report expresses an unmodified opinion on whether the consolidated financial statements of Ability Housing, Inc. and Affiliates were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies related to the audit of the consolidated financial statements were reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. No material weaknesses were reported.
3. No instances of noncompliance material to the consolidated financial statements of Ability Housing, Inc. and Affiliates, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies related to the audit of the major federal award program were disclosed in the Independent Auditor's Report on Compliance for Federal Major Program and on Internal Control over Compliance Required by the Uniform Guidance. No material weaknesses were reported.
5. The auditor's report on compliance for the major federal award program for Ability Housing, Inc. and Affiliates expresses an unmodified opinion.
6. There are no audit findings relative to the major federal award program for Ability Housing, Inc. and Affiliates.
7. The program tested as a major program included:
 - a. U.S. Department of Housing and Urban Development, Continuum of Care Programs, CFDA No. 14.267
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Ability Housing, Inc. and Affiliates qualified as a low-risk auditee.

Ability Housing, Inc. and Affiliates

SUMMARY OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS (UNAUDITED)

December 31, 2020

1. Audit Report, dated April 28, 2020, for the year ended December 31, 2019, issued by Tidwell Group, LLC.

Findings - Financial Statement Audit

None

Findings and Questioned Costs - Major Federal Awards Programs Audit

None

2. There were no reports issued by HUD OIG or other Federal agencies or contract administrators during the period covered by this audit.
3. There were no letters or reports issued by HUD management during the period covered by this audit.

*** REQUEST FOR PROPOSAL ***

- I. The CITY OF KISSIMMEE is seeking **SEALED PROPOSALS** on the following:
EMERGENCY SHELTER/BRIDGE-HOUSING AND HOMELESS SERVICES
Request for Proposal Number **RFP #2021-007**

PROJECT SUMMARY

This Request for Proposal, hereinafter “RFP” is being issued by the City of Kissimmee, “City” to solicit proposals from qualified firms, agencies, project teams or individuals, hereinafter referred to as “Respondents” to provide housing focusing on emergency, low barrier, non-congregate shelter; bridge housing; and homeless support services. In an already stressed social service system, the impacts of COVID-19 have presented a much greater need to assist those who are unsheltered.

In response to these unprecedented times and the increased pressures on our homeless population, the City is requesting proposals for a homeless shelter operator to do the following: secure, manage and operate a 24/7/365 emergency housing focused non-congregate shelter; provide comprehensive wraparound support services, and progressively move residents to permanent stable housing with the greatest levels of self-sufficiency.

The intent of this project is to provide housing focused emergency shelter and support services to persons experiencing homelessness. This project must work to ensure that people do not see the shelter as a place to stay indefinitely and ensure stays are short-term with a rapid return to permanent housing, while meeting other basic needs. The goal of this approach is to assist our community in transforming decentralized homeless services into a crisis response system that rapidly returns people who experience homelessness to stable housing and self-sufficiency.

The desired proposal will present a program designed 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. This project's overarching goal is to align with the national best practices of [Housing First](#) and deploy services needed to ensure homelessness in our community is rare, brief, and non-recurring.

PROJECT DESCRIPTION AND OVERVIEW:

This project seeks to provide temporary, hotel/motel-based or other suitable emergency non-congregate shelter and support services to individuals experiencing homelessness. This shelter program will also provide cold night and extreme weather shelter options and supports for the most vulnerable in our community.

The initial activation of this program 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 and/or respond to their homelessness through proven principles and practices in a housing focused program. It is imperative Respondents include bridge housing in their plan to ensure

residents are prepared for the next phase of housing stability. The successful proposal will demonstrate competencies in best practices and client outcomes for this target population, ensure health and safety for clients, and demonstrate ethical and responsible practices to move clients from homelessness to permanent housing quickly.

The ideal program will have the capacity to maintain a minimum of 50 non-congregate units to house and provide services to unsheltered individuals and families. The number of units may be scaled down annually as the exits to housing increase and the number of unsheltered individuals are reduced.

The Respondent is expected to operate the site in a manner that does not impact the surrounding area and implement procedures to prevent loitering in the vicinity. The resulting homeless shelter will help individuals experiencing homelessness opportunities to develop a pathway towards permanent housing, income, healthcare, and stability through continued care services.

FUNDING AVAILABILITY:

Funding for this project will be a combination of Federal, State and Local funding sources. Funds may be renewed annually, depending on the availability of grant funding, allocation of funds in the budget, successful performance of contract obligations, and compliance with City program objectives. Contracts arising from this RFP are subject to funding and all identified funding sources are subject to timelines established through the funding entity. All timeframes for expending funds will be outlined in the funding agreement with the selected respondent. Experience with federal and state grant funding is critical to the long-term success of this program.

It is intended for the services contained within this RFP to commence upon contract execution during the 2021-2022 fiscal year with a funding commitment for additional one (1) year terms, for a total term not to exceed five (5) years.

The contract may be renewed annually through September 30, 2026 based on revenue availability, respondent performance and/or need. Respondents will be required to comply with requirements for grant sources issued as part of this RFP. Funding listed in this RFP will be available for a period of 5 years.

The available budget for this proposed project is \$9.6M. These funds can be expended for capital improvements or operational expenses. The amount of the award will be based on the proposed project and funds requested to achieve the outcomes necessary to address the needs of the homeless in our community.

The amount of funding made available to the selected respondent will be based on the level of investment made in capital improvements. A detailed budget for operating expenses and services necessary to operate the program over a 5-year timeframe will be used to determine the annual funding amount that will be allocated to the selected proposal.

Funding Sources are as follows:

Corona Virus (CDBG-CV) Funds and HOME Partnership. CDBG. and NSP: \$2,400,000 based on project location.

Coronavirus Local Fiscal Recovery Funds: \$7,200,000

Land for new construction: City owned 18 acre property is available for a project that includes the development of a shelter, bridge housing and multifamily affordable/workforce units on the site.

Property Information:

Address: 1401 Harrelson Lane, Kissimmee, FL 34741

Parcel 1 (3.96 Acres)

Parcel Identification Number: 28- 25-29-1070-0001-0020

Legal Description: W. C. S Bass ADDN PB 1 PG 061 LOT 2, 5, 6, 7, & 8 LESS A 40 FOOT TRI IN N W COR LOT 2 FOR RD EASMENT LESS RD R/W LESS PLAT KISSIMMEE H.O.M.E PB 17 PG 155

Parcel 2 (10.01 Acres)

Parcel Identification Number: 28-25-29-1577-0006-0010

Legal Description: LAKE SHORE ADD PB 1 PG 098 BLK 6 E 731.95FT

Parcel 3 (4.97 Acres)

Parcel Identification Number: 28-25-29-1577-0006-0015

Legal Description: LAKE SHORE ADD PB 1 PG 098 BLK 6 BEG NW COR BLK 6, RUN S 526.54 FT, W TO ELY R/W LINE OF S CL RR, N 58 DEG E ALONG RR R/W 993.63 FT TO POB ORD #1891

- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, eight (8) copies and (1) electronic copy on Flash Drive. Proposals must be in binders and sections separated with dividers.
- III. All respondents must attend the Mandatory Pre-Bid Meeting on September 7, 2021 at 2pm by video conferencing through Zoom below.

When: Sep 7, 2021 02:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

https://us02web.zoom.us/meeting/register/tZEIc--gqz8jH9MabvX_btEGAaZsCElyzNIZ

After registering, you will receive a confirmation email containing information about joining the meeting.

- IV. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before October 15, 2021, at 2:00 p.m.

- V. All proposals shall be opened and read publicly thru a video Platform on October 15, 2021 at 2:00 p.m.
- VI. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VII. The Proposal's name and address shall be clearly shown on the exterior of the sealed envelope.
- VIII. The City reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self-addressed stamped envelope in their proposal.


Brandon Durango
Procurement Manager

1.0 SCOPE OF SERVICES:

PART A. Hotel/Motel or Other Suitable Housing Site Options:

The City is ready to partner with the selected respondent to provide the following options to increase non-congregate shelter rooms within Osceola County. The acquisition of a hotel, residential single-room occupancy hotel, and other multi-unit housing sites are allowable. Respondent may select one of the options and provide a plan on how emergency non-congregate shelter operation services would be offered based on one of the options detailed herein in Section I 24/7/365 Emergency Non-Congregate Shelter Operation Services.

If the Respondent 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.

Option 1)

Respondent will secure a hotel/motel site or other suitable housing option to be used for the project. The proposed property must add to the existing capacity of shelter units and cannot be an existing site unless new units will be added in response to this RFP. Financial incentives to assist with the cost of purchasing and/or renovating a site will be made available to the selected respondent in accordance with grant funding listed above. All site improvements must meet funding source(s) regulations, City of Kissimmee multifamily development standards, and best practices for hotel/motel conversions and facility design.

Respondent must submit a conversion plan that details the ability to convert a portion of the units from shelter to permanent housing after 18-24 months.

Option 2)

City will secure a hotel/motel in which the Respondent would have full access to the premises and serve as the program/project operator. Details regarding the development of an operating agreement would be negotiated with the selected Respondent.

Option 3)

The City, in partnership with Toho Water Authority, will make up to 18 acres of developable land available for a comprehensive and wholistic approach to developing a solution for homelessness and housing needs in Osceola County. The property is located off Harrelson Lane, adjacent to Helping Other Make the Effort, a residential bridge housing and homeless services residential program. All proposals based on the development of this site must include a plan for all components of this RFP including but not limited to emergency shelter, bridge housing, affordable/workforce housing and comprehensive services to address the needs of homeless services.

The Respondent shall be responsible for all new construction or facility improvements, including preparing architectural, structural, and engineering drawings, obtaining building and utility permits from the appropriate jurisdiction, constructing the physical improvements, and ongoing building maintenance.

A partnership between Birdsong, The Salvation Army, and other prospective funders seeks to meet Option 3 as follows:

The Birdsong Housing Partners (Birdsong) development team is expertly qualified to understand and meet the various selection goals within Florida Housing Finance Corporation's (FHFC) Request for Applications (RFA) along with the housing needs of Osceola County.

Birdsong proposes utilizing traditional affordable housing programs to bring units to the City owned 18-acre property on Harrelson Lane as quickly as possible.

The development plan is to construct a 120-unit Family-tenancy development and build a community that will enhance lives and create value for residents, neighborhoods, communities, and investors. The affordable housing development concept is geared toward working individuals and families, and we'd expect to provide garden-style, walk-up buildings with amenities tailored to engender a sense of community among its residents.

In cooperation with The Salvation Army, Birdsong proposes a free-standing building, also on the Harrelson Lane property, to house an emergency services center managed by The Salvation Army. This center would have the rooms and amenities necessary for The Salvation Army to provide homeless individuals and families with immediate need services, such as a commercial kitchen and seating for meal service, case manager offices, education and meeting rooms, doctor and dentist spaces, showers, computer labs, and donations storage.

The overall vision includes five residential buildings, each with 24 apartments, and a community space for safe, attractive, quality affordable housing the residents will be proud to call home. The apartments will include one-bedroom, two-bedroom, and three-bedroom units appropriate for the Family demographic.

All proposals should include in their response a funding plan outlining the estimated cost of acquiring or leasing the proposed facility, the cost of constructing all improvements necessary for the property and building to accommodate the shelter use, and the source of funds for on-going operations. In particular, respondents should note in their funding plan if the City is proposed to be a funding partner, and, if so, to what extent and for which components of the project.

Proposed Financing Plan

Birdsong has successfully guaranteed the completion of complex multilayer transactions with multiyear development timelines on its own and in partnership with mission driven partners. In cooperation with the City and The Salvation Army, we will evaluate the benefits of FHFC tax credits – both competitive 9% and non-competitive 4%, FHFC State Apartment Incentive Loan (SAIL), tax-exempt bonds – either FHFC or County Housing Finance Authority issued, conventional construction to permanent loans, local government contributions, and other available resources to assemble the most viable, efficient, and cost-effective financing plan to bring this development to completion.

Birdsong pairs innovation with fiscal feasibility to produce the best possible product for development partners, residents, and investors. Birdsong manages the financial risk associated with affordable housing development by utilizing multiple layers of public and private funding. We are sensitive to the differing timelines and requirements involved in such complex financial transactions and has cultivated relationships with providers of debt and equity who trust our ability to satisfy all funders and bring the development to completion.

		TOTAL
SOURCES OF FUNDS		
LIHTC Equity, Federal		\$ 12,975,247
Permanent First Mortgage		\$ 7,750,000
SAIL Loan		\$ 6,000,000
ELI Loan		\$ 600,000
Deferred Developer Fee		\$ 1,448,853
Total Sources of Funds		\$ 28,774,100
USES OF FUNDS		
Acquisition Costs		\$ -
Construction Costs		
Direct Costs	\$15,600,000	
General Conditions	\$ 936,000	
General Contractor Fee	\$ 936,000	
Overhead	\$ 312,000	
Contingency	\$ 889,200	
Total Construction Costs		\$ 18,673,200
Architectural & Engineering		\$ 400,000
Other Soft Costs		\$ 2,527,338
Construction Financing Costs		\$ 602,072
Permanent Financing Costs		\$ 109,900
Soft Funds Financing Costs		\$ 66,000
LIHTC Costs		\$ 415,188
Leaseup & Third Party Costs		\$ 706,000
Taxes & Insurance		\$ 96,000
FF&E		\$ 125,000
Other Development Costs		\$ 4,308,745
Reserves & Soft Cost Contingency		\$ 744,657
Total Uses of Funds		\$ 28,774,100

The Program/Service Center will be staffed by The Salvation Army for client service operations which include:

- Commercial Kitchen
- Dining Room
- Medical Offices
- Dental Offices
- Case Manager Offices
- Credit Union
- Computer Lab
- Employment Services Partner offices
- Space for mental health services
- Minimart
- Other space for additional client service provision

While low-income housing is constructed by Birdsong, the above services will be performed at our existing office at 700 Union Street, Kissimmee, FL 34741, which is on the bus line and centrally located. We also pose that during construction of the affordable housing units, we partner with a local hotel that can provide housing for homeless people and use part of their

parking lot to house an office trailer for support staffing and have a food truck that provides healthy meals for those who receive lodging at the hotel and other homeless people. Final construction will include adequate space on the premises for the above services for the benefit of clients.

Case management specialists will work with homeless clients to relocate them to extended stay lodging, Bridge and other non-congregate housing and other landlord/tenant housing options. Each homeless client and their family structure will be assessed to determine the best housing option needed based on assessment findings. The CoC Program Entry Intake form for Adults will be used as the tool to assess each client and their individual needs.

PART B. 24/7/365 EMERGENCY NON-CONGREGATE SHELTER OPERATION SERVICES
SECTION I: Operation and Site Management of Emergency Shelter and Bridge-Housing to End the Unsheltered Status of Individuals and Families at either a facility owned/leased by respondent or a property to be owned by the City.

- 1) Plan to operate a 24/7/365 accessible emergency intervention location for individuals or families within Osceola County experiencing chronic or episodic homelessness; Number of participants served will vary by size of proposed site, but each proposal should accommodate a sufficient number of rooms to meet the current needs and anticipated future demands. Respondents are expected to review the data sources provided that demonstrate a need for services. Describe how your proposal will respond to the need demonstrated by the data provided <https://www.cfch.org/what-we-do/research/>. Respondents may propose to serve people through subcontracts with multiple smaller sites. Any subcontracts must be documented and included with the proposal.

Respondents must respond to and include the following:

- A. Plan for all site control will include but is not limited to: Site management and the coordination of site facilities, safety within the site, regular engagement and relationship building with site participants and oversight of the day-to-day operations to include a) 24/7/365 staffing and all-inclusive property management; b) Maintenance of the site's facilities and services; c) Ensure all building infrastructure is adequately maintained and in working order.

Birdsong will contract with a 3rd party property management company to provide building and property management for the affordable housing side of the development. The Salvation Army will manage the services center building in the following manner:

We will provide janitorial service staff for the building

We will provide building maintenance through Salvation Army staff or a third party

We will utilize a third party to provide security

- B. Plan for client referral and intake for temporary housing and on-site coordinated service delivery to participants.

The Salvation Army will use the CoC Program Entry Intake form to assess and document clients needs. We will use and constantly update an Osceola County/City of Kissimmee Information and Referral list, Homeless Services Network and Heart of Florida United Way as resources for

clients in need. When the prospective low-income apartments are built, they will be one of several housing resources.

- C. Plan for meals and/ or site renovation to accommodate food services to shelter participants. This may include options for kitchenettes or food prep and cooking space within the units.

During the time that we work with a to be identified hotel or extended stay type of lodging, we will request space on their property to house a Salvation Army food truck which will provide meals for the hotel residents that are being case managed in our programs and other homeless people. Because we use the Food Truck concept to provide meals during disasters, we are equipped to provide cooks and meal service for large numbers of people units are built.

Once the prospective low-income housing development is built, The Salvation Army will move into our service center on that property. Plans have been made to have ample space for a commercial kitchen, food storage and refrigeration, and a lunchroom where meals will be served with dignity.

- D. Plan for meeting low barrier parameters in a manner that is most accessible to persons experiencing homelessness who are otherwise disengaged from services due to issues with pets, self-identified family structures, personal property storage, and mail collection.

The second part of The Salvation Army's (TSA) mission statement declares that we will "meet human needs in His name without discrimination". This philosophy is imbedded in our agency policies. As such, we are committed to respecting all families regardless of make-up; we accept for services members of the LGBTQ community without discrimination; we have policies that accommodate service animals, and on a case-by-case basis comfort animals. TSA has long-standing policies governing the handling and safe storage of client's personal property and mail collection and distribution is handled with the same care as mail delivered to private residences. To ensure consistent compliance with these standards, frequent practice review monitoring will be conducted and reported.

- E. Plan to address needs of homeless individuals not ideal for the shelter site and /or mixed populations.

All services to clients who enter TSA services are individualized, meaning that planning for success will take into account client needs that assist in maximizing the possibility for success, without respect for gender, emotional health need or sexual orientation. In other words, clients will be placed into the continuum of housing services based solely on their individual needs based on individual and family make-up. To ensure consistent compliance with these standards, frequent practice review monitoring will be conducted and reported.

- 2) Respondents must outline the proposed Bridge-Housing program components to include:

A. Description of the clients/population that will be served

We serve homeless Men, Women & Children who fit into these populations: chronically homeless, elderly, HIV/AIDS, veterans, victims of domestic violence, mental illness, chronic substance abuse, physical disability, and other demographics are assisted.

B. Description of how clients will be deemed eligible and selected for service(s)

Each participant will be individually assessed by Intake Staff for the types and intensity of services needed through completion of the CoC Program Entry Intake form for Adults. The Salvation Army will include a plan for services that illustrates how our program moves an individual/family from homelessness to permanent housing. Working with Homeless Services Network's Coordinated Entry System, the program goal is to rapidly rehouse participants, help individuals and families exit homelessness as quickly as possible, help them obtain permanent housing, and achieve long-term housing stability, without preconditions (such as employment, income, absence of criminal record, or sobriety). All resources and services provided are tailored to the unique needs of each household. We will also work with Osceola County, Heart of Florida United Way, and other health and human service entities to provide support for services.

C. Outline of how clients will be prioritized for referral to available permanent housing within the Osceola County region and COC FL—507 Continuum of Care.

- Number one priority housing is for people living in a place not meant for human habitation who are more at risk (safety and security) than someone who is living in a structure that is meant for human habitation
- Number two priority housing is for unaccompanied youth (24 and under) single or couples with or without children
- Number three priority housing is for a medically verified disabled person who is 25 and over

D. Types of services to be offered related to connecting clients to permanent housing

- Housing navigation services
- Assistance with completing documentation and paperwork for appropriate subsidized housing
- Housing navigation services with to be identified hotel and/or extended stay partners
- Permanent/Transitional housing search support
- We have a Memorandum of Understanding with Homeless Services Network to provide Coordinated Entry Services (CES) for the benefit of homeless people in our community
- Life Skills and Budget coaching

Who will provide the service(s) to include agency staff, subcontractors, and community partners:

The Salvation Army will provide services using staff, who are outlined in our budget section. We will coordinate with third party entities to provide building services. We currently work with community partners who can provide additional services to clients based on their unique needs.

- E. Define anticipated sources and coordination of housing units necessary to quickly transition clients from the shelter facility to independent living

We will work with hotels and extended stay types of lodging, Bridge Housing and other housing options, along with low income housing providers like Birdsong will provide once their housing has been erected.

SECTION II- Comprehensive Support Services for the Unsheltered

Required Supportive Services and Activities must be provided on-site and must be available for the duration of an individual's stay on the premises. Each participant must be individually assessed for the types and intensity of services needed. Respondents must include a plan for services that illustrates how a program moves an individual/family from homelessness to permanent housing. Quality programs should rapidly rehouse participants, help individuals and families exit homelessness as quickly as possible, help them obtain permanent housing, and achieve long-term housing stability, without preconditions (such as employment, income, absence of criminal record, or sobriety). All resources and services provided should be tailored to the unique needs of each household.

Respondent will provide services to address the needs of people who are experiencing chronic or episodic homelessness by:

- (1) engaging individuals and families who are unhoused or living in places not meant for human habitation;
- (2) improving access to number and quality of emergency non-congregate shelter units for individuals and families living in places not meant for human habitation;
- (3) managing 24/7/365 operations of the acquired/developed and designated shelter location;
- (4) providing essential services to unsheltered and sheltered residents to improve self-sufficiency and housing stability;
- (5) rapidly re-housing shelter individuals and families to permanent housing, and
- (6) providing prevention and diversion services to further prevent families and individuals from entering the homeless system.

A. Street Outreach/ Point of Contact Liaison/ Community HUB

Provide Street Outreach Services to the unsheltered in Osceola County. Respondents should specify numbers and qualifications of outreach personnel, number of street outreach hours per week, number of clients who will become housing document ready within specified timeframe, and experience with HMIS, Coordinated Entry Assessment/Navigation and the local Homeless Continuum of Care. Must also document ability to coordinate and deploy crisis strike teams for engagement in camps, hotspots, and during extreme weather events such as cold nights, heat waves, natural

disasters, in order to provide safe temporary shelter to individuals and families experiencing homelessness. Respondent will also serve as the crisis intervention liaison between the homeless, the City and local law enforcement agencies.

An Outreach Case Management Specialist will be hired to provide specialized services to homeless people living in places not meant for human habitation. The supporting tools needed for the staff person have been identified and accounted for in our budget. This staff person will work with other crisis strike teams, public service and mental health community entities.

B. Comprehensive Case Management

Provide comprehensive wraparound services including a range of interventions to meet the various and complex needs of individuals and families in order to permanently end an individual's homeless status. Provide responsive case management with engagement incoordinated entry and the regional Continuum of Care to ensure the streamlined access to care and effective coordination of resources. Responsible for engaging individuals onsite and remotely to link clients to additional services/programs including connection to public benefit programs, income stabilization, health services integration, mental health and drug treatment services, housing counseling, education/job training and employment opportunities. Must be able to clearly document partner agency relationships through MOU or MOA that directly aligns with the goals of the proposal and manage the referral services and programs.

C. Education, Training and Employment Programs

Operate and/or coordinate with a work readiness employment program for current and formerly homeless people. Proposal must specify numbers to be served in bid and must include the following elements: a) Provide counseling to assist participants in developing basic job readiness skills, resumes, financial counseling, education, training, legal assistance etc. b) Assist participants with connections to mainstream employers through documented local employer agreements; c) Ensure low barrier program requirements with a focus on development of work skills through education, training and work readiness development programs; d) Provide support, resources and/or flexible funds to meet initial transportation, wardrobe and work supply needs; and post-program employment to permanent placement.

To aid in this effort, the City is interested in developing a temporary labor and/or apprentice program for program participants to assist in workforce development and community engagement during the course of participation in the program.

GENERAL REQUIREMENTS:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the Respondent's acknowledgement that it is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the Respondent's schedule. Each Respondent is responsible for the completeness and accuracy of their

proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Respondent should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the Respondent's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official timekeeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 COST

The budget for each service being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the service or program. A total for each line item in the budget will be entered on the Proposal Schedule.

1.4 DEFAULT

Should the successful Respondent for any award made as a result of this solicitation fail to deliver a service in accordance with the specifications contained herein and within the time frame promised, the City reserves the right to cancel the contract for default and to award this contract to the next most qualified respondent. The Respondent in default may be held liable for any added costs to the City incurred as a result of such action.

1.5 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.6 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: costs; quality of services offered; compliance with federal, state, and local regulations; ability to deliver proposed services; reputation of the Respondent; previous contract's; proximity of services; compatibility with similar existing services; and any other factors detailed in the solicitation. Award will be made to the best qualified and responsible Respondent complying with the provisions of the RFP, provided that such award is in the best interests of the City.

The City reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line-item basis; and accept the proposal which in its judgment, best services the interest of the City. Respondents are cautioned that no communication with any City employee involved in the evaluation process is authorized during the proposal evaluation process unless

such communication is originated by the City for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Manager. Proposal awards will be posted in the Purchasing Office after Commission Approval. Respondents are responsible for following up on the status of any proposal. The City will only notify successful Respondent(s).

1.7 BILLING AND PAYMENT

The City will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice, 2 copies of the invoice must be submitted to the City Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Respondent's FEID Number, the purchase order number and be based on proper delivery of services to and accepted by the City. The payment cycle will not start until all the above requirements are met.

1.8 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued, the City will provide such addenda to all Respondents who have been furnished proposal packages. However, it shall be the Respondent's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.9 RESPONDENT'S CERTIFICATION

By signature on this proposal, Respondent certifies or in the case of a joint proposal each party certifies that:

- A. They have not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this proposal.
- B. That the Respondent has not divulged or discussed his offer with other Respondents.
- C. Prices offered have been determined independently without collusion with other Respondent for the purpose of restricting competition.
- D. No attempt has been made to induce any potential Respondent to submit or decline to submit an offer in response to this solicitation.

1.10 "NO PROPOSAL" RESPONSE

Respondents electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.11 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Respondent.

1.12 CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation

document and continues through the execution of the award document. During this time Respondents, including their affiliates, agents, or representatives are prohibited from any and all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials.

Any Respondent who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Coordinator;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for emergency situations; and
- Respondents already in contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.13 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Respondent shall indemnify and hold harmless the City from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Respondent shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Respondent shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Respondent; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Respondent shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Respondent shall act, at his discretion, to prevent threatened damage, injury or loss.

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to dluke@kissimmee.gov not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.3 No minor children are permitted to accompany Respondents during pre-proposal conferences, proposal opening or site tour.

2.4 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, proposals currently available, and tabulation sheets are available online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.5 INSURANCE PROVISIONS: The successful Respondent will have in force the following minimal insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

The City reserves the right to alter the following minimum insurance requirements depending on the project / programs scope and extent of the partnership with the City. Such specifications will be detailed in the contract between the City and the Respondent.

A) Workers' Compensation: Respondent will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: Respondent will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

C) Comprehensive Automobile Liability: Respondent will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: Respondent will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.6 BOND REQUIREMENTS: This bid requires the following bonds:

- A. 5% bid bond issued by a surety licensed to do business in the state of Florida submitted with the bid.
- B. 100% Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work.

2.7 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.8 MANDATORY PRE-BID: A Mandatory pre-bid meeting is scheduled for September 7, 2021 at 2:00pm. All respondents are required to attend and should be prepared to address any questions at that time. Deadline for questions is September 10, 2021, an addendum if needed will be sent out to all Respondents not later than September 14, 2021.

Bids received from Respondents not attending this meeting will be considered non-responsive.

2.9 REFERENCES: All submittals must include with the bid a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be pertaining to Respondent's previous provision of services similar in size and scope to the requirements of this bid.

2.10 POST AWARD CONFERENCE: The selected Respondent will meet with the City's representative within 10 calendar days after issuance of a notice to proceed for the purpose of providing proof of insurance and performance bonds.

2.11 IMPACT FEES AND PERMIT FEES:

Respondent is responsible for all required permits and inspections and pays all applicable fees.

2.12 FEES AND LICENSURE COST: This bid requires the following inclusion of all fees/licensure necessary to perform services contained with this RFP; proof of a valid Business Tax Receipt from the jurisdiction of the Respondent's place of business.

2.13 TERMS – The contract for services will be for a term of one (1) year, with annual renewals up to five (5) years total.

2.14 CONTRACT: The contract defining the scope of work and deliverables as specified in the RFP will be negotiated with the selected Respondent.

3.0 REQUIRED PROPOSAL ELEMENTS AND FORMAT

3.1 Transmittal Letter/ Schedule of Offers

3.2 Organization Introduction

In response to this RFP, the Respondent must be a qualified business entity, organization or agency. Describe the basic organization and management structure of the respondent and any subcontractors. Briefly describe the project responsibility of each team member.

This section must include incorporation, IRS filing status, mission and history. Must also list addresses, telephone numbers and areas of expertise of each.

Information regarding Birdsong, as subcontractor, needs to be added to this section

The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the Gospel of Jesus Christ and to meet human needs in His name without discrimination.

William Booth founded The Salvation Army in 1865 to help the poor, hungry, and forgotten people living on the streets of London, England. The movement spread and today we continue to assist individuals in times of crisis. We feed the hungry, work to prevent homelessness by providing emergency mortgage, rental and utility assistance, Angel Tree Christmas adoptions for low-income children and seniors, clothing, back to school supplies, food pantry assistance, meals, medical services, disaster services and much more.

The Salvation Army Area Command has jurisdiction for our Orlando and Kissimmee operations. Our Orlando Administrative offices are located at 416 West Colonial Drive, Orlando, FL 32804 (407)423-8581, and our Kissimmee Service Unit is located at 700 Union Street, Kissimmee, FL 34742 at (407)944-9968. Our Florida Divisional Headquarters is located at 5631 Van Dyke Road, Lutz, FL 33558, (813)962-6611 and our Territorial (corporate) Headquarters is located at 1424 Northeast Expressway NE, Atlanta, GA 30329 (800)SAL-ARMY.

In the United States, The Salvation Army is organized into four territories: The Central Territory, with headquarters in Hoffman Estates, Illinois, Eastern Territory in West Nyack, New York, Southern Territory in Atlanta, Georgia, and Western Territory in Long Beach, California. The four territories are coordinated by national headquarters in Alexandria, Virginia.

The properties of The Salvation Army are owned by, and its programs are conducted through nonprofit religious and charitable corporations. The Salvation Army National Corporation, a New Jersey corporation qualified in Virginia, is the corporation instrumentality of National Headquarters. The Illinois, New York, Georgia, and California corporations, each having the name "The Salvation Army," are the principal corporations for the Central, Eastern, Southern, and Western Territories respectively.

The national commander is the chairperson of the board of all Salvation Army corporations in the United States of America; the territorial commander is the president and chief executive officer, and the territorial chief secretary is the vice president of all Salvation Army corporations in each territory. The board of trustees/directors of each corporation has the responsibility of management.

The properties of the corporations in each territory are administered through the finance, legal and property departments of the respective territorial headquarters.

Salvation Army Minutes are statements of policy or procedure covering governance, business, and operational issues for us. They are designed to provide details of policy and related processes and documents. Minutes are issued by International Headquarters of The Salvation Army (IHQ) and Territorial Headquarters (THQ), after being through an approval process.

Minute 419 has been attached to this application, which is entitled: "Acquisition and Capitalization of Real Estate – Statement of Policies and Procedures," which documents how we are governed by our Territorial Headquarters, which includes rehabilitation of properties.

Through each step of the construction process, we must follow the review, approval, and oversight of our Property Department, which regulates and direct the process as dictated by Minute 419. There are strict accounting procedures used for the acquisition and capitalization of real estate into our ledgers of record according to GAAP. Section 9 of this Minute outlines "Repairs and Replacements, Renovations, Remodeling and Additions."

The Salvation Army in Orlando began on January 8, 1920, and over the last 100 years, through high professional standards, we have acquired the 400 block of Colonial Drive and built brick and mortar for the purpose of continuing our mission. In addition, the attached Facility Design and Construction Manual outlines specifications & standards that have been well studied and are derived from industry standards for best practices regarding facility design, construction, and operations.

The Salvation Army, in the State of Georgia-County of Dekalb, a corporation organized and existing under the virtue of the laws of the State of Georgia, was incorporated January 20, 1927, for a period of 20 years. The complete Charter and Amendments of The Salvation Army, State of Georgia, Fulton County, are attached.

The Salvation Army's IRS filing status has been determined in November 1994, recognizing us to be tax-exempt under Internal Revenue Code (IRC) Section 501 © (3)—Employer ID number: 58-0660607. The Salvation Army Territorial Headquarters, Brookhaven, Georgia's IRS Determination Letter 501 © (3) is attached.

Project responsibility of each team member:

- Captain Ken Chapman, Area Commander, Telephone: (407)236-3286, Address: 416 West Colonial Drive, Orlando, FL 32804—Oversight, management, and supervision of project in all areas.

- Robert (Bob) Glinka, MBA. COO/Business Manager: Telephone (407)919-8623, Address: 416 West Colonial Drive, Orlando, FL 32804—Management, finance and budgeting, strategic and construction project oversight
- Gene Daniels, Director of Operations: Telephone (407)461-9762, Address: 416 West Colonial Drive, Orlando, FL 32804—Direction of day-to-day building operations and facilities staff.
- Troy Dunberger, MS. Director of Social Services: (407)423-8581, ext. 26493, Address: 400 West Colonial Drive, Orlando, FL 32804—Program and Case Management staff management

Relevant Experience

Captain Ken Chapman was the CEO of The Salvation Army in Jackson, Mississippi, where he undertook two capital projects. The first was an \$8,000,000 capital project where a Community Center was built. The second was a \$4,000,000 Salvation Army Family Store and warehouse. These projects began in 2014 and were completed in 2015. Captain Chapman has facilitated the current project by recognizing that a modernization project was necessary due to the age and rundown of our buildings and has received approval to move forward with the project from our Local Board of Advisors, our Divisional (State) and Territorial (Corporate) Headquarters. Robert (Bob) Glinka, MBA, began his tenure with The Salvation Army as an Advisory Board member. He took over the position of Chief Operating Officer and Business Manager providing management and strategic oversight of Orange and Osceola County Real Estate, Operations, Finance, and Administration, utilizing over 30 years of extensive broad-based experience. Bob has 23 years of construction project experience. Bob has been working on the current project with Captain Chapman, the Operations and Finance department, and our state and corporate headquarters.

Gene Daniels, Director of Operations: Gene has 23 years of experience in his position. We have two shelter buildings, an Administration building, two senior residences with 293 apartments total, a church building, and a gymnasium, all which Gene oversees.

Troy Dunberger, MS. Director of Social Services: Troy has 22 years of nonprofit experience as a Senior Director of Program Operations, Program Management, Staff Supervision and consulting with foster care parents and children, developing treatment plans.

The Birdsong Housing Partners (Birdsong) development team is expertly qualified to understand and meet the various selection goals within Florida Housing Finance Corporation's (FHFC) Request for Applications (RFA) along with the housing needs of Osceola County.

Birdsong proposes utilizing traditional affordable housing programs to bring units to the City owned 18-acre property on Harrelson Lane as quickly as possible.

The development plan is to construct a 120-unit development and build a community that will enhance lives and create value for residents, neighborhoods, communities, and investors. The affordable housing development concept is geared toward low-income households earning at or below 60% of the Area Median Income (AMI), and we'd expect to provide garden-style, walk-up buildings with amenities tailored to engender a sense of community among its residents.

In cooperation with The Salvation Army, Birdsong proposes a free-standing building, also on the Harrelson Lane property, to house an emergency services center managed by The Salvation Army. This center would have the rooms and amenities necessary for The Salvation Army to provide homeless individuals and families with immediate need services, such as a commercial kitchen and seating for meal service, case manager offices, education and meeting rooms, doctor and dentist spaces, showers, computer labs, and donations storage.

The overall vision includes five residential buildings, each with 24 apartments, and a community space for safe, attractive, quality affordable housing the residents will be proud to call home. The apartments will include one-bedroom/one-bathroom, two-bedroom/two-bathroom, and three-bedroom/two-bathroom units.

As a traditional affordable housing developer, income qualification is the first priority for determining eligibility for residency. Based on the 2021 income limits published by HUD for Osceola County (Orlando-Kissimmee- Sanford MSA), we expect units in this development would target income ranges from \$16,050 for a single person earning 30% AMI to \$53,160 for a six-person household earning 60% AMI.

Domingo Sanchez, Principal – Mr. Sanchez is a successful entrepreneur in government affairs, land management, development, and brokerage. Domingo has built two thriving and respected real estate businesses, Titan Land Company and Titan Management, now Artemis Lifestyles, which is one of the fastest growing management companies in Central Florida with over one hundred real estate properties under management. After achieving success in related fields, he brought together his business partners and created Birdsong Housing Partners, focusing on multifamily affordable rental housing development to provide families with a platform for upward mobility.

Deion R. Lowery, Principal – Mr. Lowery has served as Principal, General Partner, Developer, and General Contractor for a broad spectrum of multi-family housing communities including Luxury, Student, Low Income, and Elderly Housing. Mr. Lowery has served as Developer for multiple LIHTC, SAIL, HUD221 (d4), Freddie Mac, and conventional projects totaling over \$100 million, including both new construction and extensive rehab projects serving as the developer and/or general contractor. Mr. Lowery's business acumen and wide-ranging experience with complex real estate transactions supplement the passion of his business partners and public sector expertise of the professional staff.

Edward E. Haddock, Jr., Principal – Mr. Haddock is a successful attorney, entrepreneur, and real estate developer. Mr. Haddock joined Richard Swann after law school and together they built the law firm of Swann and Haddock, P.A., into one of Florida's preeminent law firms. During that time Mr. Haddock was a founding principal of financial institutions, insurance underwriting companies, and real estate developments. Since then, Mr. Haddock has been involved in the founding, development, and ongoing supervision of numerous other companies in the technology, real estate, financial, and retail markets., including Full Sail University, one of the largest and most innovative entertainment, media, and arts universities in the world.

Robert H. Godwin, Principal – Mr. Godwin is a co-founder of First Colony Bank, a Florida chartered bank in the Central Florida Market, and is its Chairman of the Board. After earning his degree in finance from the University of Florida, Mr. Godwin moved to Washington DC and served on the staff of U.S. Senator Connie Mack. He returned to FL and became President of Colony Construction Company, a business focused on first time homebuyers. After growing Colony Construction into a profitable business, he sold the company to Standard Pacific Homes in May of 2002. He remained on as President of the Orlando Division of Standard Pacific until 2009.

Steve Auger, Chief Executive Officer – Mr. Auger leads the organization through strategic decisions that direct Birdsong's overall growth, with both general oversight and hands-on involvement in all stages of projects from conception to completion.

Prior to joining Birdsong, Mr. Auger served from 2005 to 2017 as Executive Director of Florida Housing Finance Corporation, the state's housing finance agency. He was Florida Housing's second longest serving Executive Director, serving through three gubernatorial administrations. Before becoming Executive Director, he held the positions of Director of Multifamily Programs, Operations Director, Senior Housing Policy Analyst, and Contracts Administrator. Recognized as a national leader in affordable housing policy, his peers elected him to the Board of Directors of the National Council of State Housing Agencies (NCSHA) in 2007. In 2010 he became a member of the Board's Executive Committee. In 2007 he was appointed to the Affordable Housing Advisory Council of the Federal Home Loan Bank of Atlanta, where he served as Vice Chair, and subsequently as Chair. He also served as Chair and Vice Chair of Florida's State Council on Homelessness.

In 2006, Governor Jeb Bush appointed Mr. Auger to serve on the Property Tax Reform Committee. The committee recommended improvements to the system of property taxation in Florida. Two years later, Governor Charlie Crist appointed Mr. Auger to the H.O.P.E. (Home Ownership Promotes the Economy) Task Force. Members of the Task Force worked together to create a plan of action to address escalating foreclosure rates and identify ways to preserve homeownership for Floridians.

Mr. Auger will serve as the project manager and primary point of contact for the City. In addition to negotiation and implementation of the development agreement, he will direct and coordinate the development effort to completion. Melanie Greenwood will act as co-project manager and will be heavily involved in bringing the project to completion. Mr. Auger and Ms. Greenwood will direct other staff in connection with the development efforts.

The principals of Birdsong may also be in regular contact with the Authority as development efforts progress through construction. Other members of the development team may interact with the City when needed, however, Mr. Auger will coordinate their activities.

Melanie Greenwood, Vice President of Development Programs – Ms. Greenwood coordinates all pre-development, funding application, credit underwriting, and funding closing activities. She works closely with architects, engineers, lenders, equity providers, credit underwriters, and other subject matter expert consultant team members to bring developments through the process from concept to construction commencement and ensure all timelines and deadlines are met.

Prior to joining Birdsong, Ms. Greenwood served as the Development Coordinator for a Missouri-based low-income housing developer and tax credit syndicator. During that time, Ms. Greenwood worked with acquisitions, pre-development, application, underwriting, closing, pre-construction and construction, and asset management teams to manage the development process for Texas, Georgia, and Florida affordable housing programs from initial site selection to receipt of IRS 8609s. She gained extensive experience with funding application and pre-construction development processes, procedures, requirements, and regulations; and brought thousands of units from concept to completion.

Leigh Koepp, Chief Financial Officer – Ms. Koepp guides all financial activities and reporting for Birdsong and our affordable housing developments, working closely with the principals, Mr. Auger, our general contractor, and management companies to ensure complete and accurate financial tracking and reporting. She manages an accounting staff, including a Senior Accountant and Staff Accountant, responsible for invoices, deposits, draw schedules, operations reports, and all lender and tax credit compliance reporting.

Ms. Koepp is a Certified Public Accountant. While studying for the CPA exam, she worked in public accounting at local firms Berman, Hopkins and Moss and Vestal and Wiler. After earning her CPA license, Ms. Koepp continued her accounting career with 15 years of experience focused in residential construction, land development, and commercial property management. She is also a member of the Construction Financial Managers Association in Central Florida.

David Maksimovich, President of Construction, Parramore Development & Construction LLC – Mr. Maksimovich oversees all aspects of construction from initial budget projections, through bids, contracts, and construction activities, to substantial completion, with follow-up services for any repairs and replacements throughout the duration of the 50-year affordability compliance period. He manages a staff of construction experts, including a construction coordinator, project manager, superintendent, and assistant superintendent for each active project.

Mr. Maksimovich adds significant experience and capacity to the Birdsong construction team. He is a Florida Certified General Contractor who has a wide variety of construction and construction purchasing experience over the past 20 years, including 15 years at with Ryland Homes working his way up through various departments and promotions gathering industry experience in estimating, negotiating pricing, purchasing, quality assurance, direct construction, warranty and permitting, and managing the subcontractor base. Mr. Maksimovich joined the Birdsong team in early 2018 and has since completed construction of 4 multifamily affordable housing communities: Los Altos Apartments, Palos Verdes Apartments, Gannet Pointe, and Osprey Pointe, and is directing construction on one rehabilitation project, and preconstruction planning and development on three new developments.

a. Describe the experience of the Respondent and any subcontractors performing activities similar to those proposed in this RFP including a brief description of work performed and outcomes. If the scope of work proposed is new to the organization, please describe relevant experience that will allow you to perform the scope of work successfully.

The Salvation Army has experience in providing the following defined social service program support for homeless men, women and children populations:

- Emergency shelter
- Bridge/Interim shelter
- Shelter services have been provided for homeless men, women, and children on our campus.

Homeless clients receive the following services:

- Three meals/person/day (added paper goods)
- One bed/person/day
- Showers/linens/restroom facilities
- Shelter/personal laundry
- Case Management services for the head of household with goal setting
- Weekly follow up meetings
- Bus passes for work/job search
- Referrals
- Staffing
- Off-site daycare/after school care
- Clothing vouchers
- Other personal care items as necessary

For our current homelessness programs, people who find themselves without a place to live can access our services on a walk-in basis, through the telephone, through Heart of Florida United Way's 2-1-1 Information and Referral service system, through Homeless Services Network (HSN) Coordinated Entry System (CES) process, through our Facebook page, Twitter account, or our website email.

We partner with Homeless Services Network's Coordinated Entry System. Through our membership on the National Emergency Food & Shelter National Board and Local Emergency Food and Shelter Program membership, we also receive assistance referrals. Advisory Board members, Rotary Clubs and other civic organizations provide referrals as staff participates in civic organizations.

Items that will be requested from clients for income verification are:

- Social Security Income, SS Disability & other information from the Department of Social Security
- Child Support Enforcement documents
- Payroll info.
- Income Tax forms
- VA Income documents
- State of Florida Food Stamp info.
- Medicare/Medicaid info.
- Unemployment documents
- Eviction notice

- This list is not exhaustive

Our current shelter programs are open to anyone that is homeless, however, in the last few years, less than 5% of clients are above 30% of AML.

At program entry, clients certify status by completing a homelessness certification form which is uploaded into HMIS & an HMIS number is assigned to them. Once the client meets with the Case Management Specialist, they create a budget & verify income. If they do not have income, we will provide a referral to Goodwill Industries for assistance with resume development & job placement readiness.

We serve Homeless Men, Women & Children who fit into these populations: chronically homeless, elderly, HIV/AIDS, veterans, victims of domestic violence, mental illness, chronic substance abuse, physical disability, and other demographics are assisted.

Our Bridge/Interim Shelter program is goal-oriented and uses the GIM (Generalist Intervention Model) case management method. This means that the client and the case manager (CM) work together to establish goals and identify barriers that led to their homelessness issues. Once goals are established, the CM works with the client and assigns goals and objectives to work on weekly. The goals are the big picture whereas the objectives or action steps are the steps the client takes to achieve their identified goals. Depending on the client, they may work on one or more goals at the same time.

The ultimate outcome of the shelter program in Orlando is that the client earns income, saves sufficient funds to move out on their own, obtain permanent housing, and maintains financial and housing stability.

Output/Targets:

- Number of unduplicated homeless persons receiving shelter
- Number of meals served to people residing in the shelters
- Number of homeless residents in Bridge/Interim Shelter program receiving case management services

Prospective Outcome Targets:

- 50% of clients will demonstrate a change in economic status by obtaining or showing a demonstrated increase in income
- 40% of Bridge/Interim Shelter residents will demonstrate an increase in self-sufficiency of as tracked in the Inventory Support Matrix or 19 Domains of Self-Sufficiency Matrix
- 35% of Shelter residents will obtain permanent housing
- Emergency shelter residents will move to Bridge/Interim Shelter where case management, goal setting services are provided

In the context of case management, our staff provides an individual initial assessment of 19 dimensions of stable living (housing, health, basic needs, transportation, alcohol/drug treatment, etc.), makes referrals to appropriate resources/assistance types and provides evaluation and follow-up. We utilize client-centered case management strategies that focus on client

uniqueness and creative intervention strategies. These strategies are outlined in a goal contract that defines who will do what, by when, to support the stabilization process for each individual. If clients follow the case plan, they will realize a significant increase in sustainability to be constructive members of the community. For several years, client info has been documented in HMIS for monitoring, measurement of client outcomes, documentation purposes and we maintain information in client case files.

We have a Memorandum of Understanding with Homeless Services Network to provide Coordinated Entry Services (CES) for the benefit of homeless people in our community. The CES is a client- centered process, using a data driven real time process to streamline access to the most appropriate housing intervention for homeless people, increase coordination and collaboration between community providers, allowing more efficient targeting and use of resources to help homeless people secure affordable housing.

b. Describe your agency's current and recent past collaborations and coordinated efforts with other nonprofits, with faith-based organizations, jurisdictions, and other community stakeholders.

Below is a list of past performance government contracts over the past fiscal year:

Past Performance Information The Salvation Army, Orlando Area Command							
Contract Entity	Contract Number	Contract Amount	Term Dates	Service	Contact	Contact Address	Contact #
City of Orlando Community Investment	N/A	\$45,000	1/1/2021 - 12/31/2021	Shelter Operations: Case management, info & referrals, life skills, meals, linen, laundry facilities, bus passes	Julie Tindall	400 South Orange Avenue Orlando, FL 32802	407-246-3275
City of Orlando ESG	N/A	\$38,600.00	10/01/2020 - 9/30/2021	Shelter Operations, Emergency Shelter, bus passes, food, utilities, maintenance, supplies, insurance	Sonia Carnival	400 South Orange Avenue, 7th Floor, Orlando, FL 32802	407-246-3326
City of Orlando ESG CV	N/A	\$490,225.00	4/1/2020 - 9/30/2021	Shelter Operations: Case management, info & referrals, life skills, meals, linen, laundry facilities, bus passes, emotional and spiritual counseling and care	Sonia Carnival	400 South Orange Avenue, 7th Floor, Orlando, FL 32802	407-246-3326
Homeless Services Network of Central Florida	Agreement #GP247 and Amendment #001	\$77,813.00	10/1/2020 - 6/30/2021	COVINGTON-HOMELESS SERVICES NETWORK: Case management, maintenance, salaries and wages, mileage, food, furnishings, supplies necessary for operation of emergency shelter	Martha Are	Homeless Services Network of Central Florida 4065-D L.B. McLeod Road, Orlando, FL 32811	919-559-6193
Orange County, Florida	Y20-2337	\$260,000.00	3/1/2020 - 12/30/2020	Emergency Shelter and Homelessness Prevention Services: Treasury CV-cots for emergency shelter tent, two tents for emergency shelter, handless temp check system, computer and printer, cleaning supplies for public health emergency	Heather Thomas	2002 A East Michigan Street, Orlando, FL 32806	407-254-7554
Orange County, Florida ESG CV FY 19-20	N/A	\$224,000.00	4/1/2020 - 9/30/2021	Emergency shelter and case management services: Case manager salaries, food, supplies, office, cleaning, & kitchen, operational expenses: utilities, maintenance & insurance, indirect costs	Janna Souvorova	525 East South Street, Orlando, FL 32801	407-836-0968
Department of Veterans Affairs	VA248-16-D-0153	\$50,187.00	8/1/2020 - 7/31/2021	Emergency homeless shelter for veterans: housing, laundry, restroom facilities, meals, case management and care coordinated services, vocational services, benefit services, enhancement of independent living skills, perm housing search support	Katy Werby	13800 Veterans Way, Orlando, FL 32827	407-646-4271

Our contacts are as follows, based on the information provided above:

The Salvation Army:

- Martha Are—Homeless Services Network
- Janna Souvorova, Ph.D., AICP—Chief Planner, Planning & Development, Housing and Community Development Division, Orange County Government
- Sonia Carnival— Assistant Division Manager, Housing and Community Development Department, City of Orlando

Birdsong Housing Partners:

- Celestia McCloud, Director – Osceola County Human Services
- Nichole Baldon, Senior Vice President – Relationship Manager
- Sean Jones, VP Director of Acquisitions – Raymond James Tax Credit Funds, Inc.

In a time of need The Salvation Army always works to provide the best quality services to the Homeless community. This includes the operation of the Tent for the Homeless. The tent's services were first started March of 2020 and are actively in service today. The tent has been available for 68,760 men, who have received 24/7 around the clock services for the past 550 days. The Salvation Army worked to provide for those less fortunate by providing the following amenities.

Meals provided	206,280
Drinks provided	206,280
Snacks provided	37,160
Blankets provided	68,760
Hygiene kits provided	6,541

In those numbers not only were thousands of people feed daily, but the tent area was sanitized daily. The men received showers and laundry to help make them feel special and cared for during this very difficult time.

The tent residents also received case management for several months. Case management helped men receive a variety of services to help provide long-term sustainability. The 35 men that agreed to participate in The Life Management Program achieved the following outcomes:

- 8 men gained employment
- 8 men increased their income
- 5 men received financial assistance
- 7 men made continued progress with their goals
- 35 attended life skills classes
- 9 obtained ID/Social Security Cards
- 16 obtained Snap Benefits
- 20 wanted and received pastoral care

While the numbers are great here are a couple of stories that show the true impact of The Salvation Army's work with the tent residents:

- Mr. Smith (not his real name) was a 64-year-old army medic veteran but due to his substance abuse he lost his apartment and separated from his wife. He was lost and down but there was one place he found hope and that was at The Salvation Army. He opened up with the case manager and agreed to participate in The Established Life Management program. He met weekly and worked his individual goals. Mr. Smith currently is employed as a pipelayer operator and he has been approved for housing. The Salvation Army provided financial assistance and he was able to get his own apartment.
- Mr. Jones (not his real name) lost everything during the pandemic and came to the tent. He obtained his ID and met all his goals in 30 days. He received housing approval and moved into his own apartment in those 30 days. Mr. Jones stated, "he would not have been able to do it without the services of The Salvation Army."

During a once in a lifetime pandemic, The Salvation Army not only provided food, shelter, case management, but hope for a new and fresh start.

The tent project described above was funded through collaboration with The City of Orlando Emergency Solutions Grant CARES Act funds, Orange County Emergency Solutions Grant CARES Act funds, Community Redevelopment Agency of The City of Orlando, Homeless Services Network DCF CARES Act funds, and Orange County CARES Coronavirus Relief Funds.

3.4. Project Approach and Organization

- a. Describe your organization's hotel/motel or suitable emergency shelter program design for individuals who are experiencing homeless.
 - Include your plan on how you plan to operate the program in alignment with the scope of work.
 - Include your plan for mitigating the risk of exposure and complications from COVID-19.

At entry to the building, everyone's temperature is taken, and they must be wearing a mask. If they have a temperature, they must present a doctor's letter stating that they have tested negative for Covid. If necessary, we provide them with a list of testing sites. If they have COVID-19, we refer them to COVID-19 quarantine sites for homeless people. The only place that masks are not required in the dining area while eating.

If being released from a correctional facility without identification, we accept correctional facility discharge documentation. We also check the sex offender registry to see if the potential guest is a registered sex offender and if they are, we refer them to locations that are appropriate for them to receive services. Entrants then complete an intake package and are given all documentation, including being asked to review and sign the initial handbook and are given a copy for their records. At program entry, clients certify status by completing a homelessness certification form which is uploaded into HMIS & an HMIS number is assigned to them. Once the client meets with the Case Management Specialist, they create a budget & verify income. If they do not have income, we will provide a referral to Goodwill Industries for assistance with resume development & job placement readiness. We will work with the local Health Department which provides a limited amount of free COVID-19 testing for all staff and residents.

- Please specify which activities will be supported with in-house resources and which will utilize outside service providers or collaborations.

Case management staff will be supported with in-house resources and facility staff will be either in-house staff or third-party entities. Security will be supplied by a third-party entity.

- b. Provide a summary of the proposed services to be provided.
 - Include a description of how you plan to engage with the target population, prioritization for Osceola residents, the number of participants to be served, proposed staffing structure and timeline for hiring/training/deployment, proposed service delivery mechanisms and roles of the lead Respondent and any proposed subcontractors, partners and / or service providers.

Supportive services and Activities will be provided on-site and be available for the duration of an individual's stay on the premises. Each participant will be individually assessed for the types and intensity of services needed. The Salvation Army will include a plan for services that illustrates

how our program moves an individual/family from homelessness to permanent housing. Working with Homeless Services Network's Coordinated Entry System, the program goal is to rapidly rehouse participants, help individuals and families exit homelessness as quickly as possible, help them obtain permanent housing, and achieve long-term housing stability, without preconditions (such as employment, income, absence of criminal record, or sobriety). All resources and services provided are tailored to the unique needs of each household. We will also work with Osceola County, Heart of Florida United Way, and other health and human service entities to provide support for services.

The Salvation Army will provide services to address the needs of people who are experiencing chronic or episodic homelessness by:

- (1) engaging individuals and families who are unhoused or living in places not meant for human habitation;
- (2) improving access to number and quality of emergency non-congregate shelter units for individuals and families living in places not meant for human habitation;
- (3) managing 24/7/365 operations of the acquired/developed and designated shelter location;
- (4) providing essential services to unsheltered and sheltered residents to improve self-sufficiency and housing stability;
- (5) rapidly re-housing shelter individuals and families to permanent housing, and
- (6) providing prevention and diversion services to further prevent families and individuals from entering the homeless system.

We anticipate that each 3.3 Case Management Specialist will have a case load of fifteen (15) clients and the Housing Specialist will be responsible for screening each client. The Social Services Director will supervise all operations. In addition, we have Memorandum of

Understanding with the UCF School of Social work and we utilize Social Work Students in internships which enhance our services while providing them with practical, real life experiences.

- c. Provide proposed outcomes for the project.
 - Include the case management model or best practices that will be used to support participants in entering permanent housing as quickly as possible, improving exits to housing, reducing lengths of stay, and reducing returns to homelessness.

Case Management Specialists will use the attached CoC Program Entry-Intake form which is available through our CoC, Homeless Services Network (HSN.)

- Detail activities/programs that will support participants in completing housing and income goals to become as self-sufficient as possible.
- Include sample outcomes reporting on a similar project.
- Describe your agency's quality assurance practices and how outcome goals described in the scope of work will be achieved.
- Detail how you will ensure data entry and data quality expectations are met.
- Describe your current participation in HMIS and your local COC.

- Detail the plan of action to conduct outcomes follow-up after participants have exited the program.

At entry to the building, everyone's temperature is taken, and they must be wearing a mask. If they have a temperature, they must present a doctor's letter stating that they have tested negative for Covid. If necessary, we provide them with a list of testing sites. If they have COVID-19, we refer them to COVID-19 quarantine sites for homeless people. The only place that masks are not required in the dining area while eating.

If being released from a correctional facility without identification, we accept correctional facility discharge documentation. We also check the sex offender registry to see if the potential guest is a registered sex offender and if they are, we refer them to locations that are appropriate for them to receive services. Entrants then complete an intake package and are given all documentation, including being asked to review and sign the initial handbook and are given a copy for their records. At program entry, clients certify status by completing a homelessness certification form which is uploaded into HMIS & an HMIS number is assigned to them. Once the client meets with the Case Management Specialist, they create a budget & verify income. If they do not have income, we will provide a referral to Goodwill Industries for assistance with resume development & job placement readiness. We will work with the local Health Department which provides a limited amount of free COVID-19 testing for all staff and residents.

We serve homeless Men, Women & Children who fit into these populations: chronically homeless, elderly, HIV/AIDS, veterans, victims of domestic violence, mental illness, chronic substance abuse, physical disability, transgender, survivors of human trafficking, and all other demographics are requested. Shelter Manager, and Case Management Specialists, are responsible for determining client eligibility for emergency shelter assistance provision.

Additional items that will be requested from clients for income verification are:

- Social Security Income, SS Disability & other information from the Department of Social Security
- Child Support Enforcement documents
- Payroll info.
- Income Tax forms
- VA Income documents
- State of Florida Food Stamp info.
- Medicare/Medicaid info.
- Unemployment documents
- Eviction notice
- Self-reporting
- This list is not exhaustive

We also participate and have an agreement with Homeless Services Network for the Coordinated Entry System and we participate and accept referrals on a routine basis.

Our Shelter program is goal-oriented and uses the GIM (Generalist Intervention Model) case management method. This means that the client and the case manager (CM) work together to

establish goals and identify barriers that led to their homelessness issues. Once goals are established, the CM works with the client and assigns goals and objectives to work on weekly. The goals are the big picture whereas the objectives or action steps are the steps the client takes to achieve their identified goals. Depending on the client, they may work on one or more goals at the same time.

The ultimate outcome of the program is that the client earns income, saves sufficient funds to move out on their own, obtain permanent housing, and maintains financial and housing stability.

Output/Targets:

- Number of unduplicated homeless persons receiving shelter
- Number of meals served to people residing in the shelters
- Number of homeless residents in Bridge/Interim Shelter program receiving case management services

Outcome:

- XX% of clients will demonstrate a change in economic status by obtaining or showing a demonstrated increase in income
- XX% of Bridge/Interim Shelter residents will demonstrate an increase in self-sufficiency of as tracked in the Inventory Support Matrix or 19 Domains of Self-Sufficiency Matrix
- XX% of Shelter residents will obtain permanent housing

Case management, goal setting services are provided. In the context of case management, our staff provides an individual initial assessment of 19 dimensions of stable living (housing, health, basic needs, transportation, alcohol/drug treatment, etc.), makes referrals to appropriate resources/assistance types and provides evaluation and follow-up. We utilize client-centered case management strategies that focus on client uniqueness and creative intervention strategies. These strategies are outlined in a goal contract that defines who will do what, by when, in order to support the stabilization process for each individual. If clients follow the case plan, they will realize a significant increase in sustainability in order to be constructive members of the community. For several years, client info has been documented in HMIS for monitoring, measurement of client outcomes, documentation purposes and we maintain information in client case files.

We have a Memorandum of Understanding with Homeless Services Network to provide Coordinated Entry Services (CES) for the benefit of homeless people in our community. The CES is a client- centered process, using a data driven real time process to streamline access to the most appropriate housing intervention for homeless people, increase coordination & collaboration between community providers, allowing more efficient targeting and use of resources in order to help homeless people secure affordable housing.

- d. Outline a complete estimated timeline of proposed activities including hiring of staff, training, securing service providers, and supplies, development of policies and procedures, an implementation start date. Include sample job descriptions for staff to be hired and/or resumes for current staff who will be involved in the project.

Once we have a duly signed agreement with the City of Orlando, we will start to recruit staff who meet the job requirements. Policies and procedures for shelter services and case management have already been developed and will be updated to meet this programs guidelines and best practices. It will take approximately two months to recruit and hire appropriate staff who must go through The Salvation Army Human Resources background and employment screening. In addition, the date that we begin providing services will be contingent upon having ample space in our current location of 700 Union Street in Kissimmee and additional space for additional services until a more permanent space is erected. The job descriptions necessary are as follows:

- Cook
- Janitor
- Case Management Specialist
- Accountant
- Housing Specialist
- Social Services Director

Once program staff are in place, the Social Services Director will begin to work with potential program partners and build agreements to provide necessary services.

- e. Describe how you intend to interface with City staff and the community.

We will interface with City of Kissimmee staff by following reporting requirements that will be outlined in our agreement. In addition, The Contract Compliance staff person, CEO Captain Chapman and our COO Business Manager will be the contact persons who will be responsible for receiving all calls and correspondence and responding to The City of Kissimmee inquiries. This information should be included in our Agreement. We are fully open and transparent for open communication with The City of Kissimmee, our valuable partner. Regarding community interface, we will have a dedicated phone line identified for calls during work hours, and that responsible party will be responsible for returning messages. We also receive inquiries on our Facebook page and website that are routed to responsible staff.

- f. Describe how the proposed scope of work will address (or advance) issues of racial disparities and equity among the proposed population, to include data collection/analysis, partnerships, and direct input from those to benefit from the services. <https://www.hudexchange.info/homelessness-assistance/racial-equity/#covid-19>)

First, our mission statement ends with a statement of commitment to non-discrimination by declaring: 'Its mission is to preach the Gospel of Jesus Christ and to meet human needs in His name without discrimination.

Because of The Salvation Army's Biblical foundation, and the clear message that God created ALL human beings in His image, The Salvation Army is committed to love and care for all of God's children inclusively, which is evident in our basic need programs that help all human beings who are in need and who are negatively affected by poverty.

In addition, we are committed to our local African American community stakeholders and working together on diversity and inclusion for all programs. In addition, we will participate in HUD

Exchange Racial Equity training and hold facilitated conversations with staff regarding our journey to better understand and address the overrepresentation of people of color among those experiencing homelessness.

*All responses to this section must include a detailed plan that documents the strategies or approaches used to move clients from homelessness to self-sufficiency.

3.5. Budget

a. Provide a copy of your organization's budget. Respondents must submit organizational information for each entity that will be represented in an agreement. Include the systems in place to manage financial accounting and ensure adequate oversight and management of fiscal systems. Include a description of the agency's current (or future) capacity to collect data in a timely manner, ensure data quality, report data, and analyze data.

See attachment

b. Provide a full program services budget, which shows the full cost of operating the shelter program, bridge housing and support services programs for a period of 12 months and a proposed budget 4 additional program years.

The budget narrative, must include:

- i. A listing of staff, including titles, salaries and benefits, the specific duties of each staff person as it relates to the budget and the methodology for determining the amount of FTE charged to the program budget for each staff person. (Proposed salaries must be capped at 25% for the project).
- ii. A general explanation/justification of all non-staff related program expenses.
- iii. A listing of all proposed operating expenses.
- iv. A listing, including amounts, of all other non-City funding beyond that provided by the City that will be contributed to the project.
- v. A listing of any in-kind contributions committed to the project.
- vi. A pro forma for any project requesting city funding to purchase an existing site or construct a new project.
- vii. Any other clarification needed for the budget provided.

c. Provide a financial audit for the past three (3) years.

Financial audits for the Area Command for 3 years and 2 years for the Kissimmee operation will be submitted.

4.0. EVALUATION OF PROPOSALS

The following sample of criteria and the points for each criterion, for a total of 100 points, may be used in evaluating and rating the proposals:

- 1) Relevant Experience 30 points
 - Demonstrates ability to secure resources necessary to successfully manage and operate a 24/7/365 emergency, low barrier shelter or housing program.

- Previous experience in providing intervention, outreach, navigation, comprehensive case management and stabilization services to individuals/families who are homeless or at risk of homelessness. Include previous experience utilizing Coordinated Entry, Homeless Management Information System (HMIS) and performance outcomes achieved.
- Experience and ability to work with the Continuum of Care (CoC), local providers, community groups, and other stakeholders.
- Demonstrates ability to secure appropriate housing and move families into housing quickly and safely.
- Demonstrates ability to appropriately match clients and housing type to ensure long term housing stability after exit.
- Demonstrated ability to construct, renovate and manage properties.

2) Organizational Qualifications.....15 points

- Current workload, qualifications of staff and available resources for the project.
- Demonstrates ability to develop project and deploy program under a realistic timeframe.
- Financial capacity to complete all project components as proposed.
- Ability to leverage local funding to ensure long-term sustainability of the project.
- Feasibility and cost effectiveness of program and operating budgets.

3) Project Approach.....30 points

- Understanding of the nature and extent of the services required.
- A specific outline of how the work will be performed.
- Awareness of potential problems and providing possible solutions.
- Special resources the team offers that are relevant to the successful completion by participants of the project.

4) Location and Facilities25 points

- Geographic location of hotel/motel(s).
- Physical condition of facilities.
- Extent to which available hotel/motel units have accessible features that will benefit persons with disabilities.
- Extent to which available hotel/motel units provide cooking facilities, such as in-unit kitchenette, for the use of program participants.
- Availability of designated children's play area or other common area(s) offering a safe place for children to play or study.
- Number, size, and configuration of available hotel/motel units or multiunit facility.

5.0. PROPOSAL EVALUATION AND AWARD

Proposals will be reviewed by an evaluation committee consisting of a seven (7) member, ad hoc citizen review committee appointed by the City Commission. The City will make the contract award based on the actual proposals received, on the basis of qualifications, experience, resources, proposed services, Respondent's past record of performance, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

Each proposal will be evaluated by the evaluation committee on the basis of how it corresponds to the factors, information, and requirements included in the RFP. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with the highest scored proposals. Interviews may include a presentation by the Respondent and questions regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE
SUBMITTED WITH YOUR PROPOSAL ***
RFP**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City and the successful Respondent.

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 and 2 (IF APPLICABLE)

(Signature)

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME The Salvation Army
COMPANY ADDRESS 416 West Colonial Drive
Orlando, FL 32804

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

RESPONDENT ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.

PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: (407)236-3286 FAX NO.: (407)423-7128

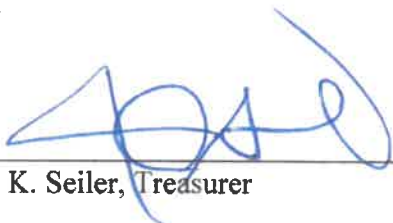
**RESOLUTION OF THE BOARD OF TRUSTEES
OF
THE SALVATION ARMY**

A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, DeKalb County, Georgia.

BE IT RESOLVED THAT the Board of Trustees of The Salvation Army, a Georgia Corporation on behalf of The Salvation Army Orlando Area Command grant authorization for **Anthony Juliana**, General Secretary, to execute and submit an application to the City of Kissimmee requesting HUD CDBG-CV and COVID-19 Local Fiscal Recovery funding for Emergency Shelter/Bridge Housing and Homeless Services during the 2021-26 Fiscal years.

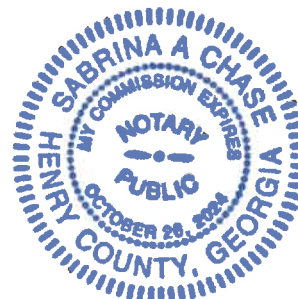
BE IT FURTHER RESOLVED THAT for the purpose of consummating said transaction, the President, **WILLIS HOWELL**, or Vice President, **RALPH BUKIEWICZ**, or Treasurer/Assistant Secretary, **JAMES K. SEILER**, or Assistant Treasurer **AUSTRUBERTO FLORES, III**, or Secretary, **LEON FERRÁEZ, JR.**, or Assistant Secretary **MELANIE MATHIS BRACKETT** are authorized, directed and empowered to issue, sign and deliver, as the act and deed of this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of this Corporation on this 14th day of October, 2021.

X: 
James K. Seiler, Treasurer

Sworn to and subscribed before me this 14th day of October, 2021.


Notary Public



***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE
SUBMITTED WITH YOUR PROPOSAL ***
RFP**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City and the successful Respondent.

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 and 2 (IF APPLICABLE)

(Signature)

✓ We do not take exception to Specifications.
(initial)

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME The Salvation Army
COMPANY ADDRESS 416 West Colonial Drive
Orlando, FL 32804

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

RESPONDENT ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS
TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR
TO THE DATE AND TIME SHOWN.

PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____

(signature)

DATE: _____

10/15/21

Anthony Juliana, General Secretary
(typed name/title of signer)

EMAIL: _____

TELEPHONE NO.: (407)236-3286

FAX NO.: (407)423-7128

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 of 2 (IF APPLICABLE)

COMPANY NAME The Salvation Army, A Georgia Corporation, for The Salvation Army of Orlando, FL

COMPANY ADDRESS 416 West Colonial Dr, Orlando, FL 32804

BY:

Anthony Juliana
(signature)

DATE:

10/15/21

Anthony Juliana, General Secretary

EMAIL:

(typed name/title of signer)

(Signature)

Question: Is the 18-acre parcel going to be "gifted" to the Agency and become an asset of the Agency on which its buildings will sit? Or will the Agency be expected to acquire the land at a price? If so, what is the price? Or will the 18-acre parcel be a land lease arrangement? If a land lease, what are the terms and conditions?

Answer: The City is open to consider a land lease and/or a property transfer option. This will be based on the amount of investment proposed for the site. Long-term affordability is required and will be achieved by the use of either a recapture mechanism or a resale requirement recorded as a deed restriction or covenant.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 of 2 (IF APPLICABLE)

(Signature)

COMPANY NAME

COMPANY ADDRESS

BY:

Anthony Juliana
(signature)

The Salvation Army, A Georgia Corporation, for The Salvation Army of Orlando, FL

416 West Colonial Dr, Orlando, FL 32804

DATE:

10/15/21

Anthony Juliana, General Secretary

EMAIL:

(typed name/title of signer)

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****
RFP

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City and the successful Respondent.

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

 (Signature)

ds We do not take exception to Specifications.
 (initial)

_____ We take exception to Specifications as follows:
 (initial)

 (attach additional sheets, if necessary)

COMPANY NAME Birdsong Housing Partners
 COMPANY ADDRESS 2700 Westhall Lane, Ste. 200
Maitland, FL 32751

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

RESPONDENT ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.

PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: ds DATE: 10/13/21
 (signature)

Domingo Sanchez EMAIL: ds@titanland.net
 (typed name/title of signer)

TELEPHONE NO.: (407)-729-9767 FAX NO.: ()

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

COMPANY NAME Birdsong Housing Partners

COMPANY ADDRESS 2700 Westhall Lane, Ste. 200, Maitland, FL 32751

BY:  DATE: 10/13/2021

Domingo Sanchez EMAIL: ds@titanland.net
(typed name/title of signer)


(Signature)

Question: Is the 18-acre parcel going to be "gifted" to the Agency and become an asset of the Agency on which its buildings will sit? Or will the Agency be expected to acquire the land at a price? If so, what is the price? Or will the 18-acre parcel be a land lease arrangement? If a land lease, what are the terms and conditions?

Answer: The City is open to consider a land lease and/or a property transfer option. This will be based on the amount of investment proposed for the site. Long-term affordability is required and will be achieved by the use of either a recapture mechanism or a resale requirement recorded as a deed restriction or covenant.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

(Signature) [Signature]

COMPANY NAME

Birdsong Housing Partners

COMPANY ADDRESS

2700 Westhall Lane, Ste. 200, Maitland, FL 32751

BY: [Signature]

DATE: 10/13/21

(signature)

Domingo Sanchez
(typed name/title of signer)

EMAIL: ds@titanland.net

CHARTER AND AMENDMENTS
of
The Salvation Army

STATE OF GEORGIA —FULTON COUNTY

To the Superior Court of said County:

The petition of William A. McIntyre, Alfred A. Chandler, Albert W. Baillie, Robert Young and Bertram C. Rodda, of the State and County aforesaid, shows:

1. That petitioners by Evangeline Booth, the Commander of The Salvation Army in the United States in accordance with the regulations and discipline of The Salvation Army, have been designated and appointment to incorporate in the State of Georgia, and pursuant to the laws thereof, the branch of the Christian Church known as The Salvation Army, and petitioners as thus designated and appointed and pursuant to such designation and appointment, desire for themselves, their associates and successors to be incorporated and made a body politic under the laws of the State of Georgia for a period of 20 years, with the privilege of renewal at the expiration thereof as provided by law.

2. The name of said Corporation is and shall be

THE SALVATION ARMY

3. That the purposes for which this corporation is formed is the location of a church belonging thereto and located in the County of Fulton, and for the purpose of promoting the cause of Christian religion, charity and education in other localities and throughout the State of Georgia and elsewhere.

4. That the further purpose for which this Corporation is formed is the administration of the temporalities and the management of the property and estate in the State of Georgia of said branch of the Christian Church known as The Salvation Army; to further the work of The Salvation Army, and to engage in religious, in charitable, in educational, in missionary, in philanthropic work and particularly in religious, in charitable, educational, missionary and philanthropic work of the character that has been and is being conducted by the branch of the Christian Church known as THE SALVATION ARMY, and to do everything and to act and carry on every kind of operation necessary and incidental to the maintenance of such religious, beneficial, charitable, educational, missionary and philanthropic work, but all of such work shall be conducted not for pecuniary gain or profit.

5. Petitioners pray that said Corporation shall have the right to engage in all of the works and all of the character of works aforesaid, with all the rights and powers conferred by law upon Corporations of similar character and particularly the right to acquire, to receive and to hold both real and personal property as it may desire; and to acquire, to receive and hold both real and personal property, of and for religious societies and associations belonging to such branch of the Christian Church known as The Salvation Army, and to execute trusts thereof, and also from time to time to transact any business and carry on any work or operations in connection with or for the purpose of the foregoing, but at no time for pecuniary profit; to enter into, make, perform and carry out contracts of every kind, and for any lawful purpose; to issue bonds or obligations of the Corporation and secure the same by trust deed, mortgage, pledge or otherwise if deemed best or necessary by said Corporation, and to dispose of the same; to take and hold, by lease, gift, purchase, grant, devise or bequest, any property (real and personal) for the objects of said Corporation; to borrow money for the purposes of the Corporation and to issue bonds therefore, and to secure the same by mortgage, trust deed or otherwise.

6. That the place where the principal business of said Corporation is to be transacted is the City of Atlanta, State of Georgia.

7. Petitioners further pray for the right to enact such Constitution, By-laws, Rules, Regulations and Disciplines and to elect such Directors or Trustees as may be deemed necessary from time to time to carry on the work of this corporation as a branch of the Christian Church known as The Salvation Army. That the members of this Corporation shall consist of such officers or members of said branch of the Christian Church known as The Salvation Army as are from time to time designated and appointed thereto by the then Commander of The Salvation Army in the United States and shall be subject to removal by said Commander.

COLQUITT & CONYERS
Attorneys for Petitioners.

904 Atlanta Trust Company Building.

Filed in office, this the 21st day of December, 1926.

T.C. Miller, *Clerk*.

CERTIFICATE OF INCORPORATION

In the Superior Court of said County, January Term 1927.

WHEREAS, William A. McIntyre, Alfred A. Chandler, Albert W. Baillie, Robert Young and Bertram C. Rodda having filed in the office of the Clerk of Superior Court of said County their petition seeking the formation of a corporation to be known as THE SALVATION ARMY for the purposes set out in said petition for charter, and having complied with the statutes in such cases made and provided, and upon the hearing of said petition, the court being satisfied that the application is legitimately within the purview and intention of the Civil Code of 1910, and the laws amendatory thereof, it is hereby ordered and declared that said application is granted, and the above name petitioners and their successors are hereby incorporated under the said name and style of THE SALVATION ARMY for and during the period of twenty years, with the privilege of renewal at the expiration of that time, according to the provisions of the laws of this State, and said Corporators and their successors are hereby clothed with all the rights, privileges and powers, mentioned in said petition, and made subject to all the restrictions and liabilities fixed by law.

This January 20th, 1927

EDGAR E. POMEROY,
Judge Superior Court, Fulton County, Georgia

STATE OF GEORGIA-COUNTY OF FULTON.

I, T. C. Miller, Clerk Superior Court, Fulton County, Georgia, do hereby certify that the within and foregoing is a true and correct copy of the Petition of Wm. A. McIntyre, et al. to be incorporated under the name and style of THE SALVATION ARMY with order thereon granting same, all of which appears on file and record in this office.

Witness my hand and official seal
(Seal) this 24th day of January, 1927.
T.C. MILLER,
Clerk Superior Court, Fulton.

FIRST AMENDMENT

STATE OF GEORGIA - FULTON COUNTY.

To the Superior Court of Said County.

The Petition of THE SALVATION ARMY INCORPORATED, shows to the Court as follows:

1. Your petitioner is a corporation chartered by order of THE HONORABLE SUPERIOR COURT of Fulton County, Georgia, on the 20th day of January, 1927, as THE SALVATION ARMY INCORPORATED.
2. Since the original order of incorporation on January 20th, 1927, Petitioner has been fully organized and has been and is now transacting business under said charter.

3. Petitioner shows that at a meeting of the Board of Trustees of the aforementioned corporation, held on May 17th, 1927, the trustees voted to procure an amendment to the charter of the Corporation, (thereby to give the said corporation) power to acquire, convey and the administration of the temporalities and the management of property and estate in the STATE OF GEORGIA IN THE UNITED STATES AND ELSEWHERE, without in any way limiting or conditioning the powers so granted by the original charter.

4. That the purpose for which your petitioner prays that its original charter be amended is that the said SALVATION ARMY INCORPORATED shall be empowered and granted, by right of amendment to the charter, administration of the temporalities and the management of the property and estate both, real and personal, in the STATE OF GEORGIA, THE UNITED STATES AND ELSEWHERE, of the said corporation known as THE SALVATION ARMY INCORPORATED; to further the work of THE SALVATION ARMY INCORPORATED, in religious, in charitable, in educational, in missionary, in philanthropic work and particularly in religious, in charitable, educational, missionary, philanthropic work of the character that has been and is now being conducted by the branch of the Christian Church known as THE SALVATION ARMY INCORPORATED, and to do everything and to act and carry on every kind of operation necessary and incidental to the maintenance of such religious, beneficial, charitable, educational, missionary and philanthropic work, but all of such work shall be conducted not for pecuniary gain or profit.

5. Wherefore your petitioner prays that its charter may be amended to the effect that the said corporation shall hereafter be empowered to acquire, convey, administer, and manage property and estate in the STATE OF GEORGIA THE UNITED STATES AND ELSEWHERE.

W.A. McIntyre,
Vice President of the Board of Trustees.

Filed May 17th, 1927.
T.C. Miller.

EXHIBIT A

There was this 17th day of May, 1927, a meeting held of the Board of Trustees of THE SALVATION ARMY INCORPORATED, in pursuance to call duly sent out as provided in the By-Laws of the said Corporation.

IT WAS RESOLVED THAT THE charter of the said corporation be amended to the effect that the corporation shall hereafter be empowered to acquire, convey, administer, and manage property and estate IN THE STATE OF GEORGIA THE UNITED STATES AND ELSEWHERE as described by section four of the foregoing petition.

I, A. W. Baillie, do hereby certify that I am the Secretary of the Board of Trustees, and that the foregoing is a true and correct copy of the resolution which was unanimously adopted by the Board of Trustees held May 17th, 1927.

IN WITNESS WHEREOF I set my hand and seal of said corporation this Seventeenth day of May, 1927.

(Seal)

Albert W. Baillie, *Secretary*.

STATE OF GEORGIA-COUNTY OF FULTON,

In the Superior Court of said County-Term 1927.

Whereas, The Salvation Army Incorporated, having filed in the office of the Clerk of Superior Court of said County its petition seeking an amendment to its charter of incorporation for the purposes set out in said petition for amendment, and having complied with the statutes in such cases made and provided, and upon the hearing of said petition, the Court being satisfied that the application is legitimately within the purview and intention of the Civil Code of 1910 and the laws amendatory thereof, it is hereby ordered and declared that the said application is granted, and that the charter of the above named corporation be amended thereby, to give the said corporation power to acquire, convey, and the administration of the temporalities, and the management of property and estate, both real and personal, in the State of Georgia, in the United States and elsewhere.

This 23rd day of August, 1927.

Edgar E. Pomeroy,
Judge Superior Court, Fulton County, Georgia.

Filed May 17th, 1927.

Recorded September 3rd, 1927.

T.C. Miller, Clerk Superior Court.

SECOND AMENDMENT

STATE OF GEORGIA-COUNTY OF FULTON.

To the Superior Court of Fulton County:

The petition of The Salvation Army respectfully shows to the Court as follows:

1. That it is a duly chartered corporation having its principal offices in the State and County aforesaid, its Charter having been granted by this Court on the 20th day of January, 1927.
2. Petitioner now desires that its Charter be amended as follows:

By eliminating Section 3 and 4 of its original Charter and substituting in lieu thereof the following:

That the purposes of this corporation shall be the engaging in religious, charitable, educational, philanthropic, missionary and other eleemosynary work; the operations of schools, hospitals, homes for the training of its officers; lodging shelters for the poor; homes for the rescue of immoral persons; children's homes and homes for the aged poor; places for religious meetings; places of rest or recuperation for the sick and convalescent, and all other forms of social service work.

By eliminating Section 5 of its original Charter and substituting in lieu thereof the following:

Petitioner prays that said corporation shall have the right to engage in all of the works and all of the character of works as aforesaid, with all the rights and powers conferred by law upon corporations of similar character and particularly the right to acquire, to receive and to hold both real and personal property as it may desire for the purposes of said corporation; and to execute trusts thereof; and also from time to time to transact any business and carry on any work or operations in connection with or for the purpose of the foregoing, but at no time for pecuniary profit; to enter into, make, perform and carry out contracts of every kind and for any lawful purpose; to issue bonds and obligations of the corporation secure same by mortgage, trust deed, pledge or otherwise, if deemed best or necessary by said corporation, and to dispose of same; to take and hold by lease, gift, purchase, grant, devise or bequest real and personal property for the objects of said corporation; to borrow money for the purposes of the corporation and to issue bonds or other evidences of indebtedness therefor and to secure the same by mortgage, trust deed or other form of security.

Petitioner further prays that it shall have the power, in furtherance of its religious, charitable, educational, philanthropic, missionary and social service work of all kinds, to operate hospitals, homes for the indigent and infirm, lodging houses, and other centers of social

service work; to buy and supply to its officers, members, employees, and constituent institutions articles, goods and appliances used by The Salvation Army; to establish, foster and maintain homes for the practice of its philanthropies and its religious teachings.

By eliminating Section 7 of its original Charter and substituting in lieu thereof the following:

Petitioner further prays for the right to enact such Constitution, By-Laws, Rules, Regulations and Disciplines and to elect such directors or trustees as may be deemed necessary from time to time to carry on its religious, charitable, educational, missionary, philanthropic and other social service work. That the members of The Salvation Army as are from time to time designated and appointed by the then Commander of The Salvation Army in the United States and shall be subject to removal by said Commander.

3. That such changes were duly authorized at the meeting of the Board of Trustees held on the 10th day of December, 1931, as shown by a certified copy of extract from the minutes of said meeting filed herewith and marked "Exhibit A".

WHEREFORE, petitioner prays that, after compliance with the requirements of law its Charter be amended as requested.

John R. Curran,
Attorney for Petitioner,
54 Ellis Street, Atlanta, Georgia.

Filed in office this 10th day of December, 1931.

J. W. Simmons,
Clerk, Superior Court,
Fulton County, Georgia.

ORDER AMENDING CHARTER

GEORGIA-FULTON COUNTY,

In the Superior Court of Said County, January Term, 1932.

WHEREAS, The Salvation Army, a corporation organized and existing under and by virtue of the laws of the State of Georgia, having filed in the office of the Clerk of Superior Court of said County its petition asking an amendment to its charter of incorporation for the purposes set out in said petition for amendment, and having complied with the statutes in such cases made and provided, and upon the hearing of said petition, the Court being satisfied that the application is legitimately within the purview and intention of the Civil Code of 1910 and the laws amendatory thereof, it is hereby ordered and declared that the said application is granted and that the Charter of the above named corporation be amended thereby.

This 9th day of January, 1932.

Virlyn B. Moore,
Judge Superior Court, Fulton County, Georgia.

STATE OF GEORGIA-COUNTY OF FULTON.

I, J. W. Simmons, Clerk, Superior Court, Fulton County, Georgia, do hereby certify that the within and foregoing is a true and correct copy of the application of The Salvation Army to amend its charter and the order of Court thereon granting same, all of which appears on file and record in this office.

WITNESS my hand and seal of office this 18th day of January, 1932.

J. W. Simmons,
Clerk, Superior Court, Fulton County, Georgia.

THIRD AMENDMENT

GEORGIA-FULTON COUNTY.

To the Superior Court of Said County:

The petition of the Salvation Army respectfully shows as follows:

1. That your petitioner was duly incorporated by order of the Superior Court of Fulton County, Georgia under date of January 20, 1927, and said charter has been duly amended by order of the same Court under dates of August 23, 1927 and subsequently amended on the 9th day of January 1932, which latter amendment, together with the order thereon, was established as a true and correct copy by the Honorable John D. Humphries under date of September 5, 1936.
2. Said corporation was in existence at the time of the enactment of the Corporation Act of Georgia, duly approved January 28, 1938, and is therefore entitled to rights and privileges conferred on corporations by said Act.
3. At the Annual Meeting of said corporation, held according to By-law provisions on the 23rd day of October, 1945, the following resolution was unanimously adopted, and has been duly approved by the President of said corporation, as follows:
 1. That the Charter of this Corporation be extended for a period of thirty-five years and that the Corporation be re-incorporated under the Corporation Act of 1938, approved January 28, 1938, with all the rights, powers, and privileges so conferred on a non-profit Corporation; together with the extended powers granted under the Eleemosynary and Religious Corporation Act, approved February 17, 1943.
 2. To add to paragraph or section 5 of the original charter, as amended, the following specific right: "To hold, purchase, rent, lease, mortgage, pledge, sell or convey real estate and personal property in this State and elsewhere, "as defined in said Corporation Act of 1938.

WHEREFORE, petitioner prays that said Charter be renewed for a period of thirty-five (35) years from the date of the order and that the amendments as set out in the foregoing resolution be incorporated in the Charter, and that said Corporation be re-incorporated under the Corporation Act approved January 28, 1938, with all of the extended powers granted Eleemosynary and Religious Institutions under the Act approved February 17, 1943, together with all other powers and privileges conferred upon corporations of like kind under the laws of the State of Georgia.

Robert H. Jones,
Attorney for Petitioner.

1042 Citizens & Southern Bank Building.

GEORGIA-FULTON COUNTY.

Personally appeared before me, a Notary Public in and for said State and County, William Groom, who being duly sworn, on oath deposes and states that he is Secretary of the Salvation Army, A Georgia Corporation, and that the facts set out in the foregoing petition are true and he certified that the resolution referred to in the foregoing petition was unanimously passed all members present at the Annual Meeting, which was properly called under due notice, according to the By-law regulations, and that said resolution has likewise been consented to and approved by the President of said Corporation.

(Signed) William Groom.

Sworn to and subscribed before me
this 3rd day of July, 1946.

(Signed) Mary Nix

Notary Public, Georgia, State at Large

My commission expires January 11, 1948.

Consent to Amendment

THE CHARTER OF THE SALVATION ARMY,
A GEORGIA CORPORATION.

I, Ernest I. Pugmire, President of The Salvation Army, a corporation organized and existing under and by virtue of the laws of the State of Georgia, do hereby, in writing, consent to and approve of the proposed amendment and renewal of the charter of The Salvation Army, a Georgia corporation, as set forth in the above petition and under the resolution adopted at the Annual Meeting reading as follows:

1. That the Charter of this Corporation be extended for a period of thirty-five years and that the Corporation be re-incorporated under the Corporation Act of 1938, approved January 28, 1938, with all the rights, powers, and privileges so conferred on a non-profit Corporation; together with the extended powers granted under the Eleemosynary and Religious Corporation Act, approved February 17, 1943.
2. To add to paragraph or section 5 of the original charter, as amended, the following specific right: "To hold, purchase, rent, lease, mortgage, pledge, sell or convey real estate and personal property in this State and elsewhere," as defined in said Corporation Act of 1938.

This the 18th day of May, 1946.

(Signed) Ernest I. Pugmire, *President*.

Witness:

(Signed) Em. C. Arnold, *Vice-President*.

ORDER

The above and foregoing petition of The Salvation Army read and considered and ordered filed and it appearing to the undersigned Judge of said Court that the application is legitimately within the purview and intention of the laws of the State and that all legal requirements have been met;

It is ORDERED AND ADJUDGED that said petition be granted and that said Charter be amended as set out in the foregoing resolution and the corporate existence be extended for a period of thirty-five (35) years with all the powers and privileges as granted under the several statutes referred to, with all of the immunities authorized by the laws of this State.

This 5th day of July, 1946.

Walter C. Hendrix.
Judge Superior Court, Atlanta Circuit.

Filed in office this the 5th day of July, 1946..

D. W. Brown, *Deputy Clerk*.

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA-COUNTY OF FULTON.

Before me, the undersigned, a Notary Public, this day personally came BARNEY C. PLEVOKAS, who, being first duly sworn, according to law, says that he is the Agent of the DAILY REPORT COMPANY, publishers of the FULTON COUNTY DAILY REPORT, the official newspaper in which Sheriff's advertisements in and for said County are published, and a newspaper of general circulation, with its principal place of business in said County, and that there has been deposited with said newspaper the cost of publishing four (4) insertions of said application for Charter RENEWAL & AMENDMENT.

THE SALVATION ARMY

once a week for four (4) weeks with the order of Judge thereon.

Barney O. Plevokas.

Subscribed and sworn to before me
this 5th day of July, 1946.

D.W. Brown, Notary Public.

Fulton, County, Georgia.

STATE OF GEORGIA-COUNTY OF FULTON.

I, J. W. Simmons, Clerk of Superior Court, Fulton County, Georgia, do hereby certify that the within and foregoing is a true and correct copy of petition of THE SALVATION ARMY for Charter RENEWAL & AMENDMENT and the order of Court thereon allowing same, all of which appears of file and record in this office.

WITNESS my hand and seal of office, this the 5th day of July, 1946.

J.W. Simmons,

Clerk of Superior Court, Fulton County, Georgia.

STATE OF GEORGIA-COUNTY OF DEKALB.

November 5, 1980

WHEREAS, The Salvation Army, a corporation organized and existing under the virtue of the laws of the State of Georgia, was incorporated January 20, 1927, for a period of 20 years.

At the Annual Meeting of said corporation, held according to By-Law provisions on the 23rd day of October, 1945, the Board of Trustees adopted a resolution that the Charter of the corporation be extended for a period of thirty-five years and that the corporation be reincorporated under the Corporation Act of 1938, approved January 28, 1938 with all the rights, powers, and privileges so conferred on a non-profit corporation; together with the extended powers granted under the Eleemosynary and Religious Corporation Act approved February 17, 1943, together with all other powers and privileges conferred upon Corporations of like kind under the laws of the State of Georgia.

On the 5th day of July, 1946 said corporation was granted the extension of the corporate existence for a period of thirty-five years.

At the Annual Meeting of said corporation held according to the By-Laws provisions on the 5th day of November, 1980, the Board of Trustees adopted a resolution that the Charter of this corporation be deemed to have perpetual duration under the Annotated Georgia Code- 22-2202 which indicates "Georgia Corporations created prior to the 1968 Act, all of which, of course, are limited to periods of duration of thirty-five years or less as provided in their charters, are automatically granted perpetual duration by the second sentence of subsection (a) (2). Any such corporation wishing to preserve its limited period of duration must amend its charter after the effective date of this Code so as to restate the desired limitation. Otherwise, by reason of subsection (a) (2) it will be deemed to have perpetual duration."



CINCINNATI OH 45999-0038

In reply refer to: 0248254921
 July 31, 2020 LTR 4168C 0
 58-0660607 000000 00

00013274

BODC: TE

THE SALVATION ARMY
 TERRITORIAL HEADQUARTERS
 % LEGAL DEPARTMENT
 1424 NORTHEAST EXPY NE
 BROOKHAVEN GA 30329

005202

Employer ID number: 58-0660607
 Form 990 required: No

Dear Taxpayer:

We're responding to your request dated July 22, 2020, about your tax-exempt status.

We issued you a determination letter in November 1994, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(i).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0248254921
July 31, 2020 LTR 4168C 0
58-0660607 000000 00
00013275

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% LEGAL DEPARTMENT
1424 NORTHEAST EXPY NE
BROOKHAVEN GA 30329

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,



Kim A. Billups, Operations Manager
Accounts Management Operations 1

2021 FOREIGN NOT FOR PROFIT CORPORATION ANNUAL REPORT

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FILED

DOCUMENT# 803387

Entity Name: THE SALVATION ARMY**Current Principal Place of Business:**1424 N.E. EXPRESSWAY, N.E.
ATLANTA, GA 30329**Current Mailing Address:**1424 N.E. EXPRESSWAY, N.E.
ATLANTA, GA 30329 US**FEI Number:** 58-0660607**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**LUYK, KENNETH O
5631 VAN DYKE RD.
LUTZ, FL 33558 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title C
Name HODDER, KENNETH
Address 615 SLATERS LANE
City-State-Zip: ALEXANDRIA VA

Title VP
Name BUKIEWICZ, RALPH
Address 1424 N.E. EXPRESSWAY, N.E.
City-State-Zip: ATLANTA GA 30329

Title T
Name SEILER, JAMES K.
Address 1424 N.E. EXPRESSWAY, N.E.
City-State-Zip: ATLANTA GA 30329

Title P
Name HOWELL, WILLIS
Address 1424 N.E. EXPWY.
City-State-Zip: ATLANTA GA

Title AT
Name FLORES III, AUSTRUBERTO
Address 1424 NE EXPRESSWAY
City-State-Zip: ATLANTA GA

Title S
Name FERRAEZ, LEON R JR
Address 1424 NORTHEAST EXPRESSWAY
City-State-Zip: ATLANTA GA 30329

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LEON R FERRAEZ**SECRETARY****01/11/2021**

Electronic Signature of Signing Officer/Director Detail

Date

October 14, 2021

The City of Kissimmee

Board of Commissioners

Re: Response to RFP for Homeless Services

Dear Commissioners:

We want to thank you for your efforts to construct a plan to address the problems of homelessness and the marginally employed of your community. You are to be commended for being willing to act on such a challenging issue.

As we poured over your documents it quickly became clear that the expectations vs the funds allocated to the effort make it extremely difficult, if not impossible, for any one agency to deliver the desired measurable outcomes within the specified time allotment. We realize that our submission as a response to the RFP is not exactly what you have requested, however we believe we have assembled a team that can *more* than deliver your expectations.

The Salvation Army and Birdsong Housing Partners are partnering to build an affordable housing development of 120 units. Incorporated into this development would be The Salvation Army's One Stop Emergency Services Center. This development would be located on the 18 acres of TOHO Authority land that you included in your RFP. We believe that other Government entities will be willing to join this partnership to make this venture successful. Together, The City of Kissimmee, Birdsong, and The Salvation Army can join our resources and experience together to serve the community on an even larger scale. We respectfully ask that you give serious consideration to our proposal.

We recognize our current submittal is far from complete, but if you find merit in our proposal, we will be able to assemble this collaborative effort that includes City & County governments, a successful private company with a proven record, and a long-term global Non-Profit to greatly strengthen our communities. Thank you for your consideration.

Yours for "Others,"



Ken Chapman, Captain

Area Commander – The Salvation Army



DOING THE
MOST GOOD



Domingo Sanchez

Principal, Birdsong



History of The Salvation Army Orlando Area Command and Kissimmee Service Center

The Salvation Army – Orlando Area Command first opened its doors in the City of Orlando in Orange County on January 8, 1920 on South Hughey Avenue, 45 years after Orlando was incorporated and eight years after being labeled “The City Beautiful.” As the ministry began to grow, there was a need to move to a larger location which was on Central Boulevard. In addition to this new location, we operated a Men’s Shelter on the corner of Hughey and Jackson.

In 1968, a new Corps or Church facility was built at 440 West Colonial Drive. The officer at the time had a vision to acquire all of the buildings on the property in order to meet people’s needs. The vision grew as in 1973 we added a building on Lexington Avenue which became the “Welfare Center” for disadvantaged men, women and children. Next we acquired the Lake Dot Motel which was located at 633 Lake Dot Circle.

Further west on Colonial Drive, The Adult Rehabilitation Center for men working to overcome drugs and alcohol addiction was dedicated to the community in 1971.

In 1980, we completed the current William Booth Towers which are HUD subsidized one bedroom apartments for seniors meeting low income guidelines.

During the 80’s we acquired additional property on our current Campus including a private home behind the William Booth Towers which was used as a shelter for women and children.

We acquired the current Administration Building at 416 West Colonial Drive, Orlando, FL 32804, 407-423-8581 and the corner building at 400 West Colonial Drive in 1995 which was converted into the 62 bed Women’s and Children’s Shelter and Social Services department. The small house which had been used as a women and children’s shelter was unable to meet the demand for shelter for the increase in the population of homeless women and children.

We are responsible for the Orlando Area Command and Kissimmee Service Center, which began providing services over 40 years ago to our neighbors living in Osceola County, which is located at 700 Union Street, Kissimmee, FL 34741 (407) 944-9968.

The Salvation Army was later approved by HUD to build a 125 unit Catherine Booth Towers for low and very low income seniors which was dedicated in 1998.

In 2002 under the leadership of Major Thelma Birmingham, our Women’s Auxiliary began, with a philanthropic focus on our Women’s and Children’s Shelter. They have remodeled the building and have even replaced many major appliances, provided beds, tile flooring, and dining room furnishings.

We work diligently to move the Orlando Metropolitan Area Command into a new era of service, solidifying the current programs and planning for the future of men, women and children in need in our community and by the grace and mercy of God, will continue to **Do the Most Good for the most people in the most need!**

I ask you to pray with and continue to support The Salvation Army’s mission to: “Meet human need in the name of Jesus without discrimination” which will in turn contribute to a healthy and strong Orlando community.

Proposed Affordable Housing Development Plan

The Birdsong Housing Partners (Birdsong) development team is expertly qualified to understand and meet the various selection goals within Florida Housing Finance Corporation's (FHFC) Request for Applications (RFA) along with the housing needs of Osceola County.

Birdsong proposes utilizing traditional affordable housing programs to bring units to the City owned 18-acre property on Harrelson Lane as quickly as possible.

The development plan is to construct a 120-unit development and build a community that will enhance lives and create value for residents, neighborhoods, communities, and investors. The affordable housing development concept is geared toward low-income households earning at or below 60% of the Area Median Income (AMI), and we'd expect to provide garden-style, walk-up buildings with amenities tailored to engender a sense of community among its residents.

In cooperation with The Salvation Army, Birdsong proposes a free-standing building, also on the Harrelson Lane property, to house an emergency services center managed by The Salvation Army. This center would have the rooms and amenities necessary for The Salvation Army to provide homeless individuals and families with immediate need services, such as a commercial kitchen and seating for meal service, case manager offices, education and meeting rooms, doctor and dentist spaces, showers, computer labs, and donations storage.

The overall vision includes five residential buildings, each with 24 apartments, and a community space for safe, attractive, quality affordable housing the residents will be proud to call home. The apartments will include one-bedroom/one-bathroom, two-bedroom/two-bathroom, and three-bedroom/two-bathroom units.

As a traditional affordable housing developer, income qualification is the first priority for determining eligibility for residency. Based on the 2021 income limits published by HUD for Osceola County (Orlando-Kissimmee- Sanford MSA), we expect units in this development would target income ranges from \$16,050 for a single person earning 30% AMI to \$53,160 for a six-person household earning 60% AMI.

HUD release: 4/1/2021 Effective: 4/1/2021		2021 Income Limits Florida Housing Finance Corporation Multifamily Rental Programs									
County (Metro)	Percentage Category	Income Limit by Number of Persons in Household									
		1	2	3	4	5	6	7	8	9	10
Osceola County (Orlando-Kissimmee- Sanford MSA) Median: 70,800	20%	10,700	12,220	13,740	15,260	16,500	17,720	18,940	20,160	21,364	22,585
	25%	13,375	15,275	17,175	19,075	20,625	22,150	23,675	25,200	26,705	28,231
	28%	14,980	17,108	19,236	21,364	23,100	24,808	26,516	28,224	29,910	31,619
	30%	16,050	18,330	20,610	22,890	24,750	26,580	28,410	30,240	32,046	33,877
	33%	17,655	20,163	22,671	25,179	27,225	29,238	31,251	33,264	35,251	37,265
	35%	18,725	21,385	24,045	26,705	28,875	31,010	33,145	35,280	37,387	39,523
	40%	21,400	24,440	27,480	30,520	33,000	35,440	37,880	40,320	42,728	45,170
	45%	24,075	27,495	30,915	34,335	37,125	39,870	42,615	45,360	48,069	50,816
	50%	26,750	30,550	34,350	38,150	41,250	44,300	47,350	50,400	53,410	56,462
	60%	32,100	36,660	41,220	45,780	49,500	53,160	56,820	60,480	64,092	67,754

Proposed Financing Plan

Birdsong has successfully guaranteed the completion of complex multilayer transactions with multiyear development timelines on its own and in partnership with mission driven partners. In cooperation with the City and The Salvation Army, we will evaluate the benefits of FHFC tax credits – both competitive 9% and non-competitive 4%, FHFC State Apartment Incentive Loan (SAIL), tax-exempt bonds – either FHFC or County Housing Finance Authority issued, conventional construction to permanent loans, local government contributions, and other available resources to assemble the most viable, efficient, and cost-effective financing plan to bring this development to completion.

Birdsong pairs innovation with fiscal feasibility to produce the best possible product for development partners, residents, and investors. Birdsong manages the financial risk associated with affordable housing development by utilizing multiple layers of public and private funding. We are sensitive to the differing timelines and requirements involved in such complex financial transactions and have cultivated relationships with providers of debt and equity who trust our ability to satisfy all funders and bring the development to completion.

Our preliminary proposal for funding this development includes layering 4% tax credits with tax-exempt bonds and FHFC SAIL and SAIL Extremely Low Income (ELI) loans:

		<u>TOTAL</u>
SOURCES OF FUNDS		
LIHTC Equity, Federal		\$ 12,975,247
Permanent First Mortgage		\$ 7,750,000
SAIL Loan		\$ 6,000,000
ELI Loan		\$ 600,000
Deferred Developer Fee		\$ 1,448,853
Total Sources of Funds		<u>\$ 28,774,100</u>
USES OF FUNDS		
Acquisition Costs		\$ -
Construction Costs		
Direct Costs	\$15,600,000	
General Conditions	\$ 936,000	
General Contractor Fee	\$ 936,000	
Overhead	\$ 312,000	
Contingency	\$ 889,200	
Total Construction Costs		\$ 18,673,200
Architectural & Engineering		\$ 400,000
Other Soft Costs		\$ 2,527,338
Construction Financing Costs		\$ 602,072
Permanent Financing Costs		\$ 109,900
Soft Funds Financing Costs		\$ 66,000
LIHTC Costs		\$ 415,188
Leaseup & Third Party Costs		\$ 706,000
Taxes & Insurance		\$ 96,000
FF&E		\$ 125,000
Other Development Costs		\$ 4,308,745
Reserves & Soft Cost Contingency		\$ 744,657
Total Uses of Funds		<u>\$ 28,774,100</u>

References – At least three (3) of the references should be pertaining to Respondent's previous provision of services similar in size and scope to the requirements of this bid.

1. Celestia McCloud, Director, Osceola County Human Services, 330 N. Beaumont Avenue, Kissimmee, Florida 34741, 407-742-8400, Celestia.McCloud@OSCEOLA.ORG
2. Nichole Baldon, Senior Vice President; Relationship Manager, Bank of America N.A., 101 East Kennedy Boulevard, 6th Floor, Tampa, Florida 33602, 980-388-1017, nicole.baldon@baml.com
3. Sean Jones, VP - Director of Acquisitions, Raymond James Tax Credit Funds, Inc., 880 Carillon Parkway, St. Petersburg, FL 33716, 727-567-5703, Sean.Jones@RaymondJames.com

Organization – Describe the basic organization and management structure of the respondent and any subcontractors. Briefly describe the project responsibility of each team member.

Birdsong Housing Partners was formed in 2017 when Domingo Sanchez, Deion R. Lowery, Edward E. Haddock, Jr., and Robert H. Godwin came together to combine their strengths in residential development, construction, and operation. The principals of Birdsong have the personal wherewithal to guarantee completion, and Birdsong has the means to complete all predevelopment activities, perform all services described in this response, and guarantee completion of any development it undertakes.

What We Do

Develop, build, and operate high-quality, cashflow positive, tax credit and mixed-finance affordable housing developments that enhance lives and create value for residents, neighborhoods, communities, and investors.

How We Do It

Enhance lives and create value through our singular focus within the affordable housing tax credit industry.

Domingo Sanchez, Principal – Mr. Sanchez is a successful entrepreneur in government affairs, land management, development, and brokerage. Domingo has built two thriving and respected real estate businesses, Titan Land Company and Titan Management, now Artemis Lifestyles, which is one of the fastest growing management companies in Central Florida with over one hundred real estate properties under management. After achieving success in related fields, he brought together his business partners and created Birdsong Housing Partners, focusing on multifamily affordable rental housing development to provide families with a platform for upward mobility.

Deion R. Lowery, Principal – Mr. Lowery has served as Principal, General Partner, Developer, and General Contractor for a broad spectrum of multi-family housing communities including Luxury, Student, Low Income, and Elderly Housing. Mr. Lowery has served as Developer for multiple LIHTC, SAIL, HUD221 (d4), Freddie Mac, and conventional projects totaling over \$100 million, including both new construction and extensive rehab projects serving as the developer and/or general contractor. Mr. Lowery's business acumen and wide-ranging experience with complex real estate transactions supplement the passion of his business partners and public sector expertise of the professional staff.

Edward E. Haddock, Jr., Principal – Mr. Haddock is a successful attorney, entrepreneur, and real estate developer. Mr. Haddock joined Richard Swann after law school and together they built the law firm of Swann and Haddock, P.A., into one of Florida's preeminent law firms. During that time Mr. Haddock was a founding principal of financial institutions, insurance underwriting companies, and real estate developments. Since then, Mr. Haddock has been involved in the founding, development, and ongoing supervision of numerous other companies in the technology, real estate, financial, and retail markets., including Full Sail University, one of the largest and most innovative entertainment, media, and arts universities in the world.

Robert H. Godwin, Principal – Mr. Godwin is a co-founder of First Colony Bank, a Florida chartered bank in the Central Florida Market, and is its Chairman of the Board. After earning his degree in finance from the University of Florida, Mr. Godwin moved to Washington DC and served on the staff of U.S. Senator Connie Mack. He returned to FL and became President of Colony Construction Company, a business

focused on first time homebuyers. After growing Colony Construction into a profitable business, he sold the company to Standard Pacific Homes in May of 2002. He remained on as President of the Orlando Division of Standard Pacific until 2009.

Steve Auger, Chief Executive Officer – Mr. Auger leads the organization through strategic decisions that direct Birdsong's overall growth, with both general oversight and hands-on involvement in all stages of projects from conception to completion.

Prior to joining Birdsong, Mr. Auger served from 2005 to 2017 as Executive Director of Florida Housing Finance Corporation, the state's housing finance agency. He was Florida Housing's second longest serving Executive Director, serving through three gubernatorial administrations. Before becoming Executive Director, he held the positions of Director of Multifamily Programs, Operations Director, Senior Housing Policy Analyst, and Contracts Administrator. Recognized as a national leader in affordable housing policy, his peers elected him to the Board of Directors of the National Council of State Housing Agencies (NCSHA) in 2007. In 2010 he became a member of the Board's Executive Committee. In 2007 he was appointed to the Affordable Housing Advisory Council of the Federal Home Loan Bank of Atlanta, where he served as Vice Chair, and subsequently as Chair. He also served as Chair and Vice Chair of Florida's State Council on Homelessness.

In 2006, Governor Jeb Bush appointed Mr. Auger to serve on the Property Tax Reform Committee. The committee recommended improvements to the system of property taxation in Florida. Two years later, Governor Charlie Crist appointed Mr. Auger to the H.O.P.E. (Home Ownership Promotes the Economy) Task Force. Members of the Task Force worked together to create a plan of action to address escalating foreclosure rates and identify ways to preserve homeownership for Floridians.

Mr. Auger will serve as the project manager and primary point of contact for the City. In addition to negotiation and implementation of the development agreement, he will direct and coordinate the development effort to completion. Melanie Greenwood will act as co-project manager and will be heavily involved in bringing the project to completion. Mr. Auger and Ms. Greenwood will direct other staff in connection with the development efforts.

The principals of Birdsong may also be in regular contact with the Authority as development efforts progress through construction. Other members of the development team may interact with the City when needed, however, Mr. Auger will coordinate their activities.

Melanie Greenwood, Vice President of Development Programs – Ms. Greenwood coordinates all pre-development, funding application, credit underwriting, and funding closing activities. She works closely with architects, engineers, lenders, equity providers, credit underwriters, and other subject matter expert consultant team members to bring developments through the process from concept to construction commencement and ensure all timelines and deadlines are met.

Prior to joining Birdsong, Ms. Greenwood served as the Development Coordinator for a Missouri-based low-income housing developer and tax credit syndicator. During that time, Ms. Greenwood worked with acquisitions, pre-development, application, underwriting, closing, pre-construction and construction, and asset management teams to manage the development process for Texas, Georgia, and Florida affordable housing programs from initial site selection to receipt of IRS 8609s. She gained extensive

experience with funding application and pre-construction development processes, procedures, requirements, and regulations; and brought thousands of units from concept to completion.

Leigh Koepp, Chief Financial Officer – Ms. Koepp guides all financial activities and reporting for Birdsong and our affordable housing developments, working closely with the principals, Mr. Auger, our general contractor, and management companies to ensure complete and accurate financial tracking and reporting. She manages an accounting staff, including a Senior Accountant and Staff Accountant, responsible for invoices, deposits, draw schedules, operations reports, and all lender and tax credit compliance reporting.

Ms. Koepp is a Certified Public Accountant. While studying for the CPA exam, she worked in public accounting at local firms Berman, Hopkins and Moss and Vestal and Wiler. After earning her CPA license, Ms. Koepp continued her accounting career with 15 years of experience focused in residential construction, land development, and commercial property management. She is also a member of the Construction Financial Managers Association in Central Florida.

David Maksimovich, President of Construction, Parramore Development & Construction LLC – Mr. Maksimovich oversees all aspects of construction from initial budget projections, through bids, contracts, and construction activities, to substantial completion, with follow-up services for any repairs and replacements throughout the duration of the 50-year affordability compliance period. He manages a staff of construction experts, including a construction coordinator, project manager, superintendent, and assistant superintendent for each active project.

Mr. Maksimovich adds significant experience and capacity to the Birdsong construction team. He is a Florida Certified General Contractor who has a wide variety of construction and construction purchasing experience over the past 20 years, including 15 years at with Ryland Homes working his way up through various departments and promotions gathering industry experience in estimating, negotiating pricing, purchasing, quality assurance, direct construction, warranty and permitting, and managing the subcontractor base. Mr. Maksimovich joined the Birdsong team in early 2018 and has since completed construction of 4 multifamily affordable housing communities: Los Altos Apartments, Palos Verdes Apartments, Gannet Pointe, and Osprey Pointe, and is directing construction on one rehabilitation project, and preconstruction planning and development on three new developments.

Relevant experience

Birdsong's development-focused team has successfully planned and constructed affordable housing developments of significant size and complexity. Our experience spans the affordable housing industry and includes housing for low-income families, housing with supportive services targeted to households at risk of homelessness, special needs housing with supportive services, low-income senior housing, and HUD-supported properties.

Our recent affordable housing communities include:

Los Altos Apartments

3761 Los Altos Loop, Kissimmee, Florida
Family tenancy – 100 units
New Construction
9% Tax Credit, HOME, SHIP, Conventional

Osprey Pointe

713 E University Blvd, Melbourne, Florida
Family tenancy – 65 units
Preservation & Rehabilitation
9% Tax Credits, HUD 221(d)4

La Estancia

5292 Guadalupe Blvd, Wimauma, Florida
Farmworker (Family) – 84 units
Acquisition & Rehabilitation
SAIL, 4% Tax Credits, MMRB

Dillingham Apartments

511 N Dillingham Ave, Kissimmee, Florida
Persons with Special Needs – 30 units
Demolition & New Construction
SAIL, Osceola County & City of Kissimmee loans

Palos Verdes Apartments

2050 Bellalago Drive, Kissimmee, Florida
Senior tenancy – 120 units
New Construction
4% Tax Credits, SAIL, MMRB, HOME

Gannet Pointe

2100 Lepic Lane, Kissimmee, Florida
Homeless (Family) – 80 units
New Construction
9% Tax Credits, SAIL, Conventional

Tanager Square

Old Co Rd 54 & FL 54, Pasco County, Florida
Family tenancy – 88 units
New Construction
9% Tax Credits, Conventional

Falcon Trace I & II

Poinciana SunRail, Osceola County, Florida
Family tenancy — combined 450 units
New Construction
9% Tax Credits, SAIL, 4% Tax Credits, MMRB

In recognition of the fact that even resource-constrained households have alternative housing options, Birdsong builds an attractive market-rate quality product regardless of the target demographic, thereby limiting vacancies and ensuring projections in the pro forma become a sustainable reality. Sound property management further ensures that Birdsong's developments perform well for residents, investors, and development partners. Birdsong's owned portfolio, and properties developed by the Principals prior to the establishment of Birdsong, consistently outperform underwriting pro forma assumptions leading to tax-credit investor confidence and favorable finance terms for current and future developments.

Los Altos Apartments was funded in FHFC RFA 2016- 110 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties. Sources for this development are of 9% LIHTC, a conventional loan from 5th/3rd Bank, and Osceola County State Housing Initiatives Partnership (SHIP) funds and HOME funding. Tax credit equity is provided through Raymond James. Park Place Behavioral Healthcare provides referrals to Personals with Special Needs in need of housing. Construction was complete in November 2019 with 100% occupancy achieved by December 31, 2019.

Los Altos is a 100-unit community that provides affordable housing to working families. The unit mix is 10 1-bedroom/1-bathroom, 74 2-bed/2-bath, and 16 3-bed/2-bath apartments. Unit amenities include Energy Star appliances, window treatments, spacious closets, cable and internet hook-ups, and an Energy Star washer and dryer in select units. Community amenities include a swimming pool, fitness center, computer lab, laundry room, furnished gathering areas, central mailboxes, and an on- site manager.

Palos Verdes Apartments was funded in FHFC RFA 2016-109 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits. Sources for this development are State Apartment Incentive Loan (SAIL), Multifamily Mortgage Revenue Bond (MMRB), 4% Low Income Housing Tax Credits (LIHTC), and HOME funding from Osceola County. Bond finance is provided by Barings, with U.S. Bank National Association as Trustee, and Bank of America. Tax credit equity is provided through Bank of America. Osceola County provided an additional \$650,000 of HOME funds. Park Place Behavioral Healthcare provides referrals to Personals with Special Needs in need of housing. The community recently completed construction and achieved 100% occupancy in October 2020.

Palos Verdes is a 120-unit community that provides affordable housing to seniors age 55+ with design concepts geared towards allowing residents to age in place. The unit mix is 60 1-bed/1-bath, 48 2-bed/2-bath, and 12 3-bed/2-bath apartments. Unit amenities include Energy Star appliances, window treatments, spacious closets, cable and internet hook-ups, and an Energy Star washer and dryer in select units. Community amenities include a swimming pool, fitness center, computer lab, laundry, furnished gathering areas, central mailboxes, and an onsite manager.

Osprey Pointe was funded in FHFC RFA 2016-116 Housing Credit Financing for the Preservation of Existing Affordable Multifamily Housing Developments. Originally built in 1968 and subject to a Section 8 Housing Assistance Payments (HAP) contract, the property was formerly known as Shull Manor. Sources for this development are 9% LIHTC and a HUD 221(d)4 loan. Tax credit equity is provided through Wells Fargo. Sunshine Health provides referrals to Personals with Special Needs in need of housing. Construction was complete in June 2020 with 100% occupancy achieved in July 2020.

Osprey Pointe is a 65-unit community that provides affordable housing to working families. The unit mix is 65 2-bed/1-bath apartments. Unit amenities include patios/balconies, Energy Star appliances, window treatments, ceiling fans, LVL laminate vinyl plank floors, cable and internet hook-ups, and granite countertops. Community amenities include a courtyard, picnic area, playground, computer lab, laundry room, and onsite manager.

Gannet Pointe was funded in FHFC RFA 2018-103 Housing Credit and SAIL Financing for the Development of Housing for Homeless Persons. It is a joint venture with Ability Housing, a leading developer of housing for homeless across Florida. Set-asides reserve 56 units for homeless individuals

and families. Sources for this development are of 9% LIHTC, FHFC SAIL, County support for deposits, and a conventional loan from Bank of America. Community Hope Center and the Osceola County School District provide referrals to individual and families residing in motels. Construction was completed in phases with the first building ready for occupancy in December 2020, and the second building ready for occupancy in February 2021. 100% occupancy was achieved March 2021.

Gannet is an 80-unit community with 32 1-bed/1-bath, 32 2-bed/2-bath, and 16 3-bed/3-bath apartments. Unit amenities include Energy Star appliances, window treatments, spacious closets, and cable and internet hook-ups. Community amenities include a computer lab, laundry room, furnished gathering areas, playground, central mailboxes, and an onsite services coordinator and property manager.

La Estancia was funded in FHFC RFA 2020-104 SAIL Financing Farmworker and Commercial Fishing Worker Housing. Originally built in 1997, the community serves the housing, services, and outreach needs of Farmworker families working throughout Hillsborough and surrounding counties. Acquisition of the property and ownership interests closed May 2021 and funding closed in August 2021. The Rehabilitation work began on August 30, 2021, with substantial completion anticipated for May 2022. Sources for this development are a conventional loan from Neighborhood Lending Partners for the acquisition, and for rehabilitation, SAIL, Hillsborough County MMRB, and 4% LIHTC.

Tanager Square was funded in FHFC RFA 2020-201 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties. Sources for this development are 9% LIHTC and a conventional construction to permanent loan. Tax credit equity will be provided through Wells Fargo. Disability Achievement Center will provide referrals to Persons with Special Needs in need of housing. Construction is anticipated to begin in the second quarter 2022 with substantial completion anticipated for fourth quarter 2023. Tanager Square is currently in credit underwriting.

Tanager will be an 88-unit community that provides affordable housing to working families. The unit mix is 8 1-bedroom/1-bathroom, 56 2-bed/1-bath, and 24 3-bed/2-bath apartments. Unit amenities include Energy Star appliances, window treatments, ceiling fans, LVL laminate vinyl plank floors, cable and internet hook-ups, washer and dryer hook-ups, and granite countertops. Community amenities include a courtyard, picnic area, playground, swimming pool, recreational area, water features, ample conservation areas, computer lab, fitness room, game room, laundry center, and onsite manager.

Dillingham Apartments was funded in FHFC RFA 2021-102 SAIL Financing for Smaller Permanent Supportive Housing Developments for Persons with Special Needs. It is a joint venture with Osceola Mental Health Inc., d/b/a Park Place Behavioral Health Care, a leading provider of mental health and addiction recovery services in Central Florida. Set-asides reserve six units for homeless individuals and families. Sources for this development are FHFC SAIL, Osceola County loan, and City of Kissimmee loan. Community Hope Center will provide referrals to individual and families residing in motels. Construction is anticipated to begin in the second quarter 2022 with substantial completion anticipated for fourth quarter 2023. Dillingham Apartments is currently in credit underwriting.

Dillingham is a 30-unit community with 22 1-bedroom/1-bathroom and 8 2-bed/2-bath apartments. Unit amenities include Energy Star appliances, window treatments, spacious closets, and cable and internet hook-ups. Community amenities include a computer lab, laundry room, furnished gathering areas, case manager offices, meeting rooms, and an onsite services coordinator and property manager.

Falcon Trace I & II is a proposed two-phase affordable housing multifamily development to be located adjacent to the Poinciana SunRail Station in Osceola County. Birdsong was selected as the Affordable Housing Developer by Osceola County through a competitive RFLOI in Summer 2020. Pre-development planning is in process with the County for the overall vision, KPM Franklin for site design, and Architectonics Studio for architectural drawings. Phase I will be 96 units funded with 9% LIHTC, pending a successful application to FHFC, and Phase II will be 354 units funded with tax-exempt bonds from the Osceola County Housing Finance Authority, 4% non-competitive LIHTC, and FHFC SAIL, pending a successful application. Both phases will also receive substantial contributions from the County.



DOING THE
MOST GOOD™

Construction Project Team Members
U.S.A. Southern Territory

Dear Friends:

The missional goals of The Salvation Army are achieved with buildings that facilitate meeting human need and provide the potential and opportunity for spiritual, mental, and physical change and growth. With the availability of capital dollars being limited, it is imperative that our facilities be designed so that capital funds are used responsibly. Efficiencies must be built in, so that upon completion and opening of the facility, the use of operational funds are minimized.

Those entrusted with responsibility for corporate oversight of Salvation Army facilities have developed this *Facility Design and Construction Manual* in order to ensure that your community is provided optimal opportunity to meet the goals stated above. The specifications and standards developed and shared in this manual have been well studied and are derived from industry standards for best practices regarding facility design, construction and operations. Adherence to the processes, procedures, and instructions provided on the following pages will allow your project to proceed in an expeditious manner through the design and construction process. More importantly, by utilizing the concepts and directives included in this publication, your community will benefit from a Salvation Army facility that is programmatically functional and operationally efficient for many years to come.

As a religious, charitable organization we believe we must be good stewards of the resources entrusted to us. We are accountable to those that assist us with capital donations and with those who will benefit from the programming provided in our facilities. It is our firm belief that through the development and implementation of this manual we are expressing to all who are impacted by this project that we are committed to providing the best possible facilities for the proclamation of the Gospel, the alleviation of human suffering, and the opportunity for service to the community in which this structure will be built.

God Bless You.

Yours In His Service,

Donald C. Bell
Commissioner
Territorial Commander, President

USA Southern Territory 1424 Northeast Expressway, Atlanta, GA 30329 p: 404.728.1300



Facility Design and Construction Manual



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INTRODUCTION

In his book *The Most Effective Organization in the U.S.* by Robert Watson (2001), Dr. Peter Drucker states "The Salvation Army is by far the most effective organization in the U.S. No one even comes close to it with respect to clarity of mission, ability to innovate, measurable results, dedication, and putting money to maximum use." In the same publication Ross Perot offers that "The Salvation Army is one of our most trusted, successful, and cost effective organizations whose mission is to help other people."

Notwithstanding Drucker and Perot's accolades, The Salvation Army struggles, as all corporations do, with expending limited resources in the most efficient and effective manner. This paradigm not only applies to the operational concerns of The Salvation Army but to capital applications as well. It is our hope that by adhering to the processes and procedures, and implementing the standards programs detailed in this document, we can maximize the resources with which we have been blessed.

Each Salvation Army facility represents a small community where people work, play, expedite recovery, enhance personal development, and foster their relationship with God. The quality of our facilities has a significant impact on our ability to support and accomplish missional goals as well as attract, motivate, and retain highly skilled and dedicated people. Investment in outstanding facilities translates to investment in quality people and excellence in operational capability. Providing capital improvements that facilitate and motivate those actions is the primary goal of our design and construction program.

The intended use of this manual is as a reference document through the design and construction process in order to ultimately achieve operational and programmatic success. The primary focus of this document is to inform the reader of Salvation Army processes and procedures, assist in the development of design concepts, establish communication chains with relevant project participants, and address potential problems that may occur through the design and construction project. We believe that the production and distribution of this manual to communities planning capital improvements satisfies the intent of our department mission.

Territorial Property Department

Mission Statement

The Property Department operates as an integral component of the corporate headquarters. Our mission is to support, train, resource, and encourage personnel at all levels of administration in the efficient and prudent handling of all property matters while at the same time safeguarding the interests of The Salvation Army and producing the best possible facilities for the proclamation of the Gospel and the alleviation of human suffering.



What is The Salvation Army?

The Salvation Army's 2012 Yearbook describes the organization as "a worldwide evangelical Christian Church with its own distinctive governance and practice. The Army's doctrine follows the mainstream of Christian belief and its articles of faith emphasize God's saving purposes. Its religious and charitable objects are the advancement of the Christian religion...and pursuant thereto, the advancement of education, the relief of poverty, and other charitable objects beneficial to society or the community of mankind as a whole."

"The Salvation Army was founded in London England in 1865 by William Booth. In order to rapidly advance the mission of the Army and deploy personnel, The Salvation Army adapted a quasi-military command structure. Responding to a recurrent theme in Christianity which sees the church engaged in spiritual warfare, the Army uses, to its advantage, certain soldiery features such as uniforms, flags, and ranks to identify, inspire, and regulate its endeavors" (2012).

The evangelistic and social enterprises of the Army are performed, under the authority of the General, by full-time paid officers and employees, as well as soldiers (church members) who volunteer their service. The Army also garners support from philanthropic benefactors and local boards comprised of volunteers who serve in an advisory capacity. Leadership in the Army is provided by commissioned officers who are recognized as ordained ministers of religion.

"Raised to evangelize, the Army spontaneously embarked on schemes for the social betterment of the poor. Wherever the Army operates, evolving social services meet endemic need through practical, skilled and cost-effective ways using up-to-date facilities and highly-trained staff. The need for modernization and longer-term development are under continual review. The organization's partnership with both private and public philanthropy will continue to bring comfort to those in need, while the proclamation of God's redemptive love offers individuals and communities the opportunity to enjoy a better life on earth. The Salvation Army is part of the worldwide Christian Church. It was called into existence to save souls, to grow saints and to serve suffering humanity" (The Salvation Army Yearbook 2012).

The Salvation Army's World-Wide Structure



The Salvation Army currently provides services in practically every part of the world. The areas where Salvation Army services are provided are as follows: Africa, North America, South America, the Caribbean, Europe, South Asia, the South Pacific and East Asia. Figure 1 graphically depicts Salvation Army areas of world-wide service.

Figure 1. - Salvation Army World Map
The Salvation Army 2007 Yearbook



Within each of the previously mentioned world-wide areas of service, The Salvation Army sub-divides the regions into Territories. Each Territory is somewhat autonomous and in America, each Territory is legally recognized as a separate corporation. The United States is divided into four Territories; the Eastern Territory which comprises the northeastern section of the U.S.; the Central Territory made up of the northern midsection of the U.S.; the Western Territory which includes the western section of the U.S.; and the Southern Territory which incorporates the 15 southern states and the District of Columbia. The corporate headquarters for The Salvation Army's Southern Territory is located in Atlanta, Georgia. The Southern Territory is graphically depicted in Figure 2.



Figure 2.- U.S.A. Southern Territory Map

The Salvation Army currently conducts business and provides services in 124 countries utilizing 175 different languages in order to affect its ministry. Some specific programs offered by The Salvation Army in the Southern Territory include church and community center programs, alcohol and drug recovery programs, social service case work and temporary residential housing, camping and music conservatory programs, licensed day care services, Boys' and Girls' Clubs, Family (thrift) stores, and other crisis and preventive programs. Program development is under continual review and facilities needed in order to provide services must be purchased, leased, constructed, or renovated in order to meet the needs of humanity.

Financial Overview – USA Southern Territory

Financial data gathered from the audited consolidated financial statement for fiscal year ended September 30, 2014 indicates corporate assets for the Southern Territory of \$3.75 billion. Of the assets reported, \$1.4 billion, or 37% of the corporate balance sheet is represented as land, buildings, and equipment with \$39 million identified as construction in progress. The enormity of these figures, as well as the trust, accountability and fiduciary responsibility inherent with the acceptance of public and private donations, compel the organization to explore and identify new ways to incur efficiencies and enhance services.

Organizational Culture

The Salvation Army's use of a quasi-military management structure suggests a very rigid, top-down, corporate leadership chain. The Southern Territory, as a corporation, employs a three tiered management structure that has as its top the corporate headquarters, followed by a state or division headquarters, followed by a local or area command. At each of these levels there is a single leader who represents the Army's interest and to which all other Army entities beneath him or her report. Each of these tiers has decision-making powers delegated to a



certain level, typically financial limits. Once those limits are exceeded, the decisions have to be made at a higher level. With regard to items such as property purchases and sales, leases, architect and contractor agreements, and new construction, decisions are recommended from the source of origin such as the local or state (DHQ) level, but must be approved by corporate headquarters (THQ).

The legal corporation for the fifteen southern states and the District of Columbia (Southern Territory) is "The Salvation Army, A Georgia Corporation." The authorized decision making body for the corporation is the Board of Trustees. The subsidiary decision making body for the Board of Trustees related to all capital ventures (real estate, design, construction, and leases) is the Territorial Property Council. The Territorial Property Department represents the field units in presenting and recommending corporate board action on all relevant property issues to the Property Council.

Territorial Property Department Staff



Robert L. Taylor, MSBC, FMP

Territorial Property Secretary

Director of Real Estate and Construction

Education:

Master of Science - Building Construction and Facility Management
Georgia Institute of Technology, 2005

Bachelor of Science - Business Administration
Shorter College, 1997

Memberships:

International Facility Management Association (IFMA)

Experience:

With over 30 years of employment with The Salvation Army, Robert has a broad range of diverse experience with this organization. Those experiences, coupled with education, enable him to effectively provide professional expertise in areas such as construction financing and budgeting, design, leasing, property assemblage, project management, and facility operations.



Nathaniel Coles

Assistant Director of Facility Operations

Education:

Ferrum College – Business Administration

Memberships:

Building Owners & Managers Association (BOMA)

Experience:

Nathaniel has over 20 years of experience in the field of facility management and property development. His broad range of experience has been developed through professional opportunities with The Salvation Army as well as the Atlanta Olympic Committee, Digital Computers, and General Motors Corporation. His diverse background makes him highly effective in his role with the Territorial Property Department.



Shelton Fowler, III

Assistant Director of Design and Construction

Education:

Georgia Institute of Technology
DeKalb Community College

Memberships:

American Institute of Architects (AIA)

Experience:

Shelton brings 25 years of experience in the architecture and engineering market place to the Property Department. His past and present responsibilities include project management, project architect, and construction coordinator. His facility experience includes public and private education, Department of Defense, and miscellaneous commercial and non-profit facilities. His experience, as well as his "hands-on" construction knowledge enables him to provide professional expertise in the areas of design and construction for The Salvation Army.



Katie Baxter

Design and Material Resource Specialist

Education:

University of Tennessee – Bachelor of Science - Interior Design, 2004

Memberships:

U.S. Green Building Council – Georgia Chapter

American Society of Interior Designers (ASID) – Allied Member

Experience:

Katie's professional work history and education includes extensive experience in both the commercial and residential interior design fields including consultation for major real estate and development firms. Her background makes her uniquely qualified to research and recommend specific materials and finishes to be incorporated into Salvation Army facilities throughout the USA Southern Territory.



SALVATION ARMY PROCESSES AND PROCEDURES

The Salvation Army is an international movement and is an evangelical part of the Christian Church. Its programs are designed to aid mankind both physically and spiritually. The Salvation Army's military structure requires that a certain chain of command be followed through the course of a capital project. This system, and the processes described below have been successful in safeguarding The Army's interest and reputation as a non-profit organization. Working within the prescribed chain of command keeps all levels of authority and project team members aware of the status of the project. The chain of command must not be circumvented during the course of the project even though at times there is a perception of expediency by doing so.

Process Initiation & Document Submittals

All processes begin at the local level. The Area Commander, Corps Officer, ARC Administrator, etcetera is the local contact for the architect. All documents such as contracts, drawings, change orders, and pay requests are sent to the local Salvation Army Officer to be recommended for approval through the local Advisory Board. Once approved at the local level, project documents are then forwarded to Divisional Headquarters (DHQ) via the Divisional Secretary for review by the Divisional/ARC Finance Board. When approved by the Divisional Finance Board, the documents are then forwarded to the Territorial Property Department for review and approval by the Territorial Property Council. All documents are returned through the same routing scheme as received. A chart diagramming document transmission is shown in Figure 3.

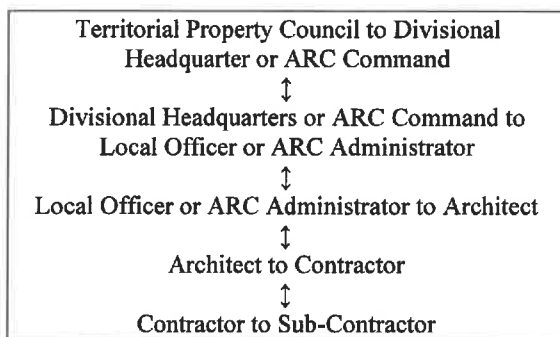


Figure 3

Project Meetings

During the course of the project, periodic Salvation Army staff visits are required. The list below provides detail of when a visit is required and the responsibilities associated with the visit. Other visits and inspections may be made at the discretion of The Salvation Army.

Pre-Schematic Meeting: Must be conducted as soon as the architect is selected, ideally prior to any agreements being signed or designs produced. Meeting facilitated by the Territorial Property Department representative (THQ) and Divisional Secretary (DHQ).

Pre-Construction Meeting: To be conducted upon selection of the general contractor, prior to breaking ground on the project. The architect will conduct the meeting with Salvation Army representation from the THQ Property Department and/or Divisional Secretary.

Interim Inspection(s): These inspections should be performed every three to five weeks during the construction phase of the project. The inspection should be conducted by the architect and Divisional Secretary or an appropriate DHQ representative. A THQ representative may make intermittent site inspections as required (i.e. slab, concrete, prior to cover-up above ceiling or walls, pre-roofing, etc.)

Fifty Percent Inspection: When the construction of the project is 50% to 60% complete, or prior to complete cover-up, a THQ representative and/or Divisional Secretary will conduct a thorough inspection.

Substantial Completion Inspection: The Salvation Army considers a building to be substantially complete when it is at the point where a Certificate of Occupancy or Temporary Certificate of Occupancy has been obtained. A THQ representative and Divisional Secretary, along with the architect and general contractor, will conduct the substantial completion inspection.

Final Inspection: This inspection will be conducted by the local Salvation Army Officer, architect, and general contractor to determine if all punch list items have been completed.

Pre-Schematic Meeting Objectives

One of the most important functions in the development of a major construction or renovation project is participation in the pre-schematic meeting. This is typically the first meeting conducted where all participants, both inside and outside the corporation, are represented. The pre-schematic meeting will provide valuable information to the local Salvation Army representatives, Advisory Board members, and the design team. The desired and expected goals of the pre-schematic meeting are outlined below and will be discussed at the meeting.

Pre-Schematic Meeting Attendees

All construction and renovation projects requiring contracted services of an architect are required to conduct a pre-schematic meeting. Typically, the meeting will be conducted by a representative of the Territorial Property Department. At the discretion of the Territorial Property Secretary, this responsibility may be delegated to the Divisional staff. It is expected that the following people be in attendance at this meeting:

- Territorial Property Secretary or representative
- Divisional Secretary or representative
- Area Commander/Corps Officer/ARC Administrator
- Advisory Board Chairman and/or Property Committee Chairman
- Architect/Contractor
- Local officer representative

The architect should be given a copy of the Architects Letter Agreement and *Annex A, Standard Special Conditions for The Salvation Army* for review prior to the meeting. The architect must be aware that the annex is a condition of service with The Salvation Army and that Professional Errors and Omissions insurance is required.

Introduction of the "Players"

The pre-schematic meeting will help the local Salvation Army officer, Advisory Board members, and the design team to clearly understand their role in the process. This meeting will allow all persons involved in the project to learn the corporate chain of command for submitting proposals, change orders, budget revisions and other pertinent project documents. Introduction of Salvation Army representatives from each level of administration will be made during the meeting.

Formulate Design Concepts

The pre-schematic meeting will save time for all parties as designs will not be approved by the Property Council that do not conform to Salvation Army design standards. A review of those standards, special conditions, materials, finishes, and design features unique to Salvation Army programming will be discussed.

Document Submission Procedures

The pre-schematic meeting will outline and provide clarification of relationships and delegation of authority (chain of command) to be observed during the design and construction project. By understanding the relationships and responsibilities associated with Salvation Army submission procedures, misunderstandings and delays can be avoided. The pre-schematic meeting will allow a forum to ask questions regarding design features, contractual agreements, etc. prior to submission for approval to Territorial Headquarters.

Addressing Potential Problems

Inherent with each design and construction project are potential problems that can unnecessarily delay or prolong the process. Each project is unique and will bring new opportunities never before encountered. By discussing potential problem areas during this meeting, delays can be avoided, or at least, minimized. This manual is divided into sections that give the desired results for each project. It will not relate in total to every project. The pre-schematic meeting will only address those areas that are within the scope and type of the project being considered. Any questions not clearly addressed in this document, or at the time of the pre-schematic meeting should be directed to the Divisional Headquarters (DHQ) via the local Salvation Army Officer.

Advisory Board Responsibilities

The Advisory Board plays a vital role in the successful completion of a project. The items listed below will not be considered for approval by Divisional or Territorial Headquarters without the review and recommendation of the local Board.

- Property Proposals (Project budget)
- Revised Property Proposals
- Architect's and Contractor's Agreements
- All phases of architectural drawings
- Change Orders

The Advisory Board may authorize the Executive or Property Committee to act in its behalf for interim decisions between full Board meetings.

CONTRACTUAL AGREEMENTS

The Salvation Army, USA Southern Territory has standardized on the type of contractual agreements to be used in conjunction with construction and renovation projects. With the exception of The Salvation Army's architect's letter agreement, these documents are standard American Institute of Architects (AIA) documents and are to be used for both design and project delivery services. The Salvation Army has also provided *Annex A, Standard Special Conditions for The Salvation Army* to be used as an addendum to the AIA agreements for design services. The type of agreements to be used and a description of the *Annex A* are provided in the sections below.

Architect's Agreements

Architect's Letter Agreement

The Salvation Army Architect's Letter Agreement is the document to be used in cases where architectural services are needed but at a time when a full AIA agreement may be premature. This agreement authorizes the architect to work through the schematic phase of design only and is used primarily for conceptual drawings for fund-raising and budgeting purposes. The letter agreement also requires that the architect review and agree to the terms outlined in *Annex A – Standard Special Conditions for The Salvation Army*. A sample copy of the Letter Agreement is found in Appendix A.

Standard Forms Of Agreement - AIA

The Salvation Army authorizes the use of the following standard AIA forms of agreements for architectural services:

AIA A141 – 2004 Edition – Standard Form of Agreement Between Owner and Design/Builder

AIA B101 – 2007 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect

AIA B104 – 2007 Edition – Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AIA B108 – 2009 Edition – Standard Form of Agreement Between Owner and Architect For Federally Funded Projects

Annex A – Standard Special Conditions for The Salvation Army

This document is an addendum to each of the AIA documents noted above. The purpose of the annex

is to provide clarification and/or modification regarding certain articles that are in the architect's agreements. This annex is a condition of the architect's agreement and must be included in the appropriate article in the body of the AIA document.

! Note: Contracting third party construction project management services are not recommended and must have prior approval.

Architect's Insurance Requirements

The Salvation Army has determined to hire only firms who carry professional liability insurance (errors and omissions.) The certificate of insurance must accompany the architect's agreement when submitted. The following insurance requirements must also be met:

- ✓ For projects less than \$1M, the insurance limit must be equal to the cost of construction. For projects greater than \$1M, the insurance limit is \$1M.
- ✓ The deductible amount must be indicated on the certificate of insurance.
- ✓ Either a letter from the carrier must be received stating that the carrier will provide the Owner a minimum 14 day notice in the event of cancellation, or a statement of cancellation notice should be indicated on the certificate of insurance.
- ✓ The insurance must cover the term of construction plus one year from the date of substantial completion.

! Note: For extremely large projects, the Owner reserves the right to require the architect to purchase additional professional liability insurance beyond \$1M.

Contractor's Agreements

The Bid Process

The Salvation Army, the architect, and local leadership should work together to compile a list of reputable construction firms to consider for bidding on the project. The Salvation Army utilizes an invited or negotiated bid process but does not allow open bidding. Negotiated bids will be considered usually where a contractor has been satisfactorily used on previous Salvation Army project(s). Whether invited or negotiated, prescribed AIA guidelines for bidding should be followed. The Salvation Army reserves the right to refuse any and all bids.

The bid opening should be attended by the local Salvation Army leadership including Advisory Board representation. The selection of the firm by the local leadership will then be recommended to Divisional Headquarters and then to Territorial Headquarters. The contractor's agreement, along with the bid tabulation form and revised Property Proposal Form (budget), will be submitted to Territorial Headquarters for approval and acceptance via Divisional Headquarters.

Agreement Types – AIA

The Salvation Army authorizes the use of the following standard AIA forms of agreements for contractor services:

AIA A101 – 2007 Edition - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AIA A102 – 2007 Edition – Standard Form of Agreement Between Owner and Contractor where the basis for payment is the COST OF THE WORK PLUS A FEE with a negotiated GMP

AIA A133/CMc – 2009 Edition – Standard Form of Agreement Between Owner and Construction Manager where the basis for Payment is the COST OF THE WORK PLUS A FEE with a GMP

AIA A141 – 2004 Edition – Standard Form of Agreement Between Owner and Design/Builder

Insurance and Bonding Requirement

Those firms invited to bid or negotiated for contract services must be able to be bonded by a bonding company included in the Federal Register or carrying an *A.M. Best* rating of at least a B+ with a financial rating of VI.

Contractors are required to carry the following bonds and insurances. These requirements must be included in the specifications for the project. Detailed information regarding bonds and insurances are found in Appendix B and are to be distributed as part of the bid documents.

- Performance and Payment Bonds
- Owner's Protective Liability Insurance
- Contractor's Public Liability Insurance
- Builder's Risk Insurance
- Worker's Compensation Insurance
- Subcontractor's Public Liability and Property Damage Insurance

! Note: The approved contract will not be released or authorization to commence given until all original insurance and bonding certificates are received at THQ. Those include the Certificate of Insurance AIA document G712-1987, Performance Bond AIA document A312 - 1984, and Payment Bond AIA document A312- 1984. Binders do not qualify as certificates.

Liquidated Damages

The Salvation Army reserves the right to include liquidated damages in contractual agreements on projects that include income producing facilities. These facilities might include, but are not limited to, retail centers, leased facilities, and shelters where per diem rates are realized by the Army. Liquidated damage amounts will only be included where loss of revenue can be quantified.

Change Orders

It is anticipated that good planning and design will minimize the number of change orders, but is understood that some will occur. Observing the following processes will expedite approval.

- Change Orders (C.O.'s.) must be submitted via the AIA G701 - 2001
- C.O.'s. must be approved/executed at THQ
- Architect must sign all change orders
- C.O.'s. must be in numeric sequence
- C.O.'s must be accompanied with detailed explanation of changes
- Unapproved C.O.'s cannot be included in application for payment

Request for Payment

Project funds are maintained in a central account at THQ from which payments are made. Sufficient time must be allocated for proper review of pay requests. A minimum of 20 days is considered reasonable. It is imperative that the pay request be processed promptly at each level of review. The following processes will expedite payment:

- Pay requests must be submitted via the AIA G702 - 1992
- Application must be signed by the contractor and certified by the architect
- Verify total of previous change orders
- Verify that pay request is in proper numeric order
- Verify there are no unapproved change orders included in pay request



DESIGN DOCUMENT REVIEW AND REQUIREMENTS

The Salvation Army requires presentation of three standard phases of design documents on most projects – Schematic phase, Design Development phase, and Construction Documents phase. On projects of lesser scope, the Territorial Property Council may agree to skip the Design Development phase. At each phase the following will apply:

- Floor plans will be presented at 1/8" scale. Where design is too large for a single sheet at this scale, a split sheet may need to be used or a smaller scale agreed upon. Some cut sheets of specific areas may be requested at 1/4" scale, usually at the design development phase.
- All Phases will include a face (or cover) sheet identifying the project and listing all data relative to that phase of drawings. Because terminology among architects and engineers affords differing degrees of detail in design documents, a specific listing of the data required for each phase is shown on the following pages along with other design phase requirements.
- The Salvation Army Annex A provides for five sets of documents for each phase of design submitted. This allows for one set to remain at the local and Divisional/ARC Command level and for three sets to be forwarded to THQ for review and execution.

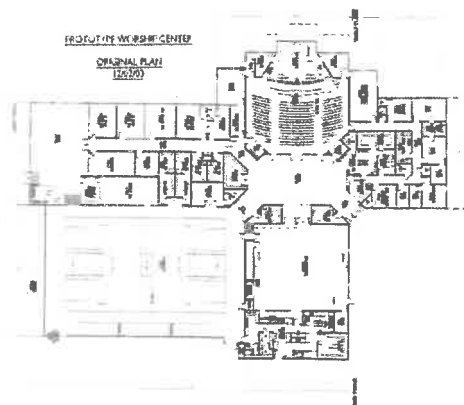
The Review Process

The following bullet points notate the review process for design documents for Salvation Army projects:

- Documents are reviewed by the local commanding officer and advisory board who will recommend approval to the Divisional/ARC Command office.
- The Divisional/ARC Command property staff will review the documents for presentation to the Divisional/ARCC Finance Board. The documents will then be forwarded to THQ for review and execution.

- Documents received by THQ are reviewed by all relevant departments for program compliance and by our architectural consultant for technical detail. The documents are then presented to the Territorial Property Council for official action.
- Where minimal questions and comments are noted concerning the design, the Property Council may authorize the architect, via the Division/ARC Command, to proceed to the next phase of design.
- In cases where the Property Council determines that design changes are significant enough to alter the design or scope, the architect will be instructed not to proceed to the next phase of design until all questions and comments are satisfactorily addressed and approved by the Property Council. In extreme cases the Property Council may require revised drawings be submitted and approved prior to proceeding to the next phase. All questions and/or comments must be answered and the answers must be in the same sequence as the questions.
- The local unit should allow three weeks for review after forwarding design documents to DHQ/ARCC.

! Note: The architect is reminded not to proceed to any subsequent phase of drawings without the written authorization of the Territorial Property Council. Any work commenced without prior written notification must be considered "at risk" by the A/E firm.



Schematic Design Phase

The schematic design phase is critical and will receive the greater in-house review since it involves the overall program components and is the basis for all future work. It is expected that this phase will be more conceptual in scope. However, the documents must always consider the design, material, and space requirements contained in the guidelines below:

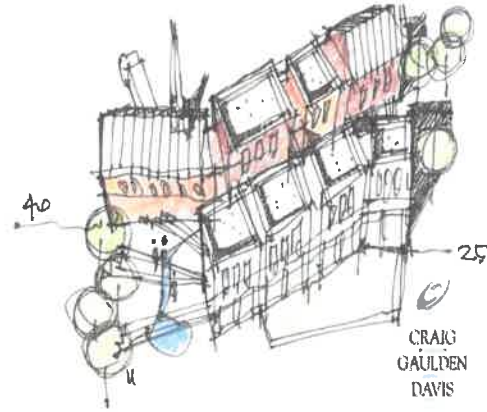
Schematic Documents must include:

- **Cover Sheet** - with the following data:
 - Name of project
 - Project address
 - Footprint square footage
 - Building square footage
 - Number of stories
 - Applicable codes
 - Life Safety Code classification
 - Occupancy
 - Occupancy Load
 - Zoning
 - Construction Classification
 - Consultants names and addresses
- **Site Plan** – Include building footprint and relationship to any existing facilities, both on the site and on adjacent properties. Clearly identify structures to be removed, to remain, set-backs, contours, paving and curb cuts.
- **Floor Plans** – All spaces must be well defined, numbered and labeled for easy reference. Square footage of each space should be shown in the space. Renovations should include a demolition plan and easily defined structural changes.
- **Elevations** – Must show all four exterior views and reflect proposed materials to be used.

It is expected that the architect will have also considered these other features or services as well:

- Coordinate with engineering disciplines
- Obtain adequate program data
- Research applicable codes and regulations
- Materials and finishes
- Preliminary structural systems
- HVAC conceptual plan
- Plumbing conceptual plan
- Electrical conceptual plan
- Fire and smoke detection
- Security needs
- Draining and paving
- I.T. and Communication plan
- Audio/visual plan

- Project scheduling and milestone dates
- Cost estimating and budget requirements in keeping with the fixed limit of construction



Design Development Phase

Although articles in the Architect's Agreement states generally what is to be included in the design development phase, it is usually during this phase that unnecessary delays occur due to insufficient information provided in the documents. The purpose of design development is to define all important aspects of the project in a way that reduces the possibility of major modifications during the construction documents phase. Design development documents must be at a stage of completion with all necessary components so that a general contractor could provide a reasonably accurate construction budget. It is understood that some modifications will be necessary throughout the project, but the design development phase should substantially reduce the possibility that major issues are unresolved as to cause significant restudy during construction documents phase.

Design Development Documents must include:

- **Cover Sheet** – With previous phase data plus vicinity map, index, material legend and list of abbreviations.
- **Site Plan and Civil Plan** – Include on/off utilities, grading, paving, storm water plan, etc.
- **Floor Plan** - All spaces must be well defined, numbered and labeled for easy reference. Square footage of each space should be shown in the space. Renovations should include a demolition plan and easily defined structural changes.

- **Elevations** – Must show all four exterior views and reflect proposed materials to be used.
- **Architectural Plans** – Include building sections, fire walls, reflected ceiling plans, door and finish schedules, etc. Any millwork and/or casework items should be shown on the floor plans.
- **Structural** – Include foundation, roof framing and systems illustrations.
- **Kitchen Floor Plan** – Should be shown at ¼" scale and include equipment list and placement.
- **Electrical** – Include space and equipment layout for voice, data, security, A/V and communications. Coordinate with civil to show primary power entrance to facility.
- **Plumbing** – Include cut-sheets of all fixtures and provide a fixture schedule.
- **Mechanical** – Include equipment size, capacity and space requirements. Duct placement and sizes. Coordinate with reflected ceiling and electrical fixture layout.
- **Lighting** – Include fixture schedule. Coordinate with architectural reflected ceiling plan. Provide cut-sheets of fixture types for review.
- **Fire Protection** – Include sprinkler layout if sprinkler system is required. Coordinate with civil to show riser entrance into the facility.
- **Other Disciplines** – As they apply to the project such as acoustical analysis, audio/visual, landscaping, etc.
- **Outline Specifications** – Include table of contents, bonding/insurances, fixtures and equipment illustrations as necessary.



Construction Documents Phase

The construction documents represent the final phase of drawings and specifications by which the general contractor will build the structure. There should be no modifications to the design after this phase. The documents will include all information submitted with previous phases in final and complete detail. Comments from previous reviews should be addressed, coordinated, and incorporated into these documents.

Construction Documents must include:

- **Cover Sheet** – Include information from previous phase documents along with names, addresses, and contact information of all contributing disciplines including architect, civil, structural, mechanical, electrical, plumbing, surveying, life-safety, landscaping, geotechnical services, etc.
- **Documents** – Must include signature and seal of all respective disciplines for the state in which the project is to be constructed in accordance with local authorities having jurisdiction.
- **Specifications** – Must include full edited construction specifications including bonding/insurance requirements, bidding and other related information. The Salvation Army requires certain materials and equipment be used in their facilities. these items will be discussed at the Pre-Schematic Meeting and verified at the construction documents phase review.

PROJECT CLOSE-OUT PROCEDURES

Substantial Completion Requirements

No Salvation Army facility is to be accepted as substantially complete until it has been inspected and accepted by the Territorial Property Secretary or his representative. The inspection process is referred to as the "punch-out" or substantial completion inspection.

The Salvation Army interprets substantially complete to mean that the facility is virtually ready for occupancy. This means that all interior, exterior, landscaping, paving, and any other contracted items are in place and appropriate engineering discipline inspections are complete. The primary indicator and criterion for substantial completion, by Salvation Army standards, is that the Certificate of Occupancy has been obtained. There are situations that allow for a Temporary Certificate of Occupancy to be obtained in order to qualify as substantially complete.

It is the responsibility of the architect and local Salvation Army project representatives to determine when the facility is ready for the inspection. The Territorial Property Department will be notified, via the Divisional Secretary, when a facility is in acceptable condition for inspection. Notification of at least 2-3 weeks is appreciated in order to schedule and arrange for travel to the project site. Those in attendance at the substantial completion inspection should include:

- Territorial Property Secretary or designated representative
- Divisional Secretary or designated representative
- Area Commander/ARC Administrator/Commanding Office
- Architect
- General Contractor and Site Supervisor
- Advisory Board Representative (Chairman or Property Committee representative)

The architect and contractor are required to conduct a preliminary punch-out of the facility prior to scheduling a substantial completion inspection. The punch list of the preliminary inspection should be forwarded to DHQ and THQ in order to determine if, based on the preliminary list, a substantial completion inspection is warranted. Any additional items noted during the

substantial completion inspection will be added to the architect's preliminary punch list which will constitute the official punch list for the project.

The Territorial Property Secretary has discretion, as the owner's representative, to accept or decline acceptance of the facility. This determination will be made on the basis of the nature and scope of the punch list items. If it is determined that the building cannot, in the condition at the time of the inspection, be used for its intended purpose, a subsequent inspection will be scheduled.

If accepted, procedures for reducing contractors' withheld retainage, and transference of insurance and utilities will be provided. Additionally, the official date of substantial completion will be established, the status of the Certificate of Occupancy will be discussed, and an estimated date of final completion will be agreed upon. The information below contains a checklist for substantial completion responsibilities by responsible parties:

Owner – The Salvation Army

- Establish date for Substantial Completion
- Notify THQ Risk Management Department to transfer insurance coverage
- Authorize reduction of retainage to amount of punch list items
- Assume security and utility responsibilities for the building on date of substantial completion
- Discuss predictive and preventive maintenance of major equipment and building systems and finishes

Contractor

- Cancel Builder's Risk insurance on date of Substantial Completion
- Coordinate proper transfer of insurance coverage, security of building, and utility responsibility
- Secure Certificate of Occupancy
- Submit all keys, manuals, and written instructions to designated Salvation Army representative
- Submit all guarantees, warranties and bonds to designated Salvation Army representative
- Set date for demonstration of major systems (i.e. HVAC, elevator, etc.)

Architect

- Secure contractor release of liens, Affidavit of Payment of Debts and Claims (AIA G706 - 1994)
- Submit electronic version of record documents to owner
- Furnish names and phone numbers of subcontractors (AIA G805) to designated Salvation Army representative
- Prepare Certificate of Substantial Completion (AIA G704 - 1992)
- Set date for final completions and establish date for one year warranty inspection

Final Completion and Application for Payment

At the time of the Substantial Completion Inspection the architect and the owner's representative will agree upon a projected date for Final Completion. The architect will make his final inspection with an appropriate Salvation Army representative to determine that all punch list items are complete.

Upon final acceptance the architect will certify the contractor's final application for payment and recommend full release of any withheld retainage. The final application must be accompanied by the Subcontractor's Affidavit of Release of Liens, AIA document G706A. The final application must also be accompanied, or previously received by the owner, an electronic version of record documents. The electronic record documents may be submitted in either CADD or PDF format.

Facility Commissioning

Because of the increasingly complex and sophisticated systems being designed and installed in our facilities, The Salvation Army strongly encourages the use of independent, third party commissioning engineers. The commissioning process establishes a planned, collaborative and systematic approach for testing and documenting all performance related issues from pre-design activities to final completion and acceptance of the building.

Benefits of Building Commissioning

Total building commissioning represents an evolutionary concept for quality assurance. Salvation Army facilities are too costly to design, construct, and operate without implementing a total quality assurance process that guarantees that the

various building systems and components operate in conformance with the facilities design intent. The Salvation Army also recognizes the significant monetary savings anticipated through the proper commissioning of a newly constructed facility. Industry averages based on recent studies indicate that operating costs for commissioned facilities range from eight to twenty percent below a non-commissioned building.

A few of the benefits reported by owners of commissioned facilities include, but are not limited to:

- Early detection of potential problems
- Fewer change orders to the owner during construction
- Precise tune-up and operation of systems and applicable controls
- Better building documentation
- Trained building operators and maintenance staff
- Shortened occupancy transition period
- Reduced maintenance, operation and equipment replacement cost
- Savings in energy cost and improved building performance
- Improved indoor air quality, comfort and increased productivity by building users

Cost of Facility Commissioning

Just as building commissioning savings can vary from project to project, the size, complexity and project schedule will have an impact on the cost of commissioning. Current projected cost for these services should be anticipated to cost from \$0.80 to \$1.25 per square foot.



PROJECT PLANNING AND DESIGN

The following general planning and design guidelines provide the architect and engineers with basic understanding of Salvation Army construction requirements. Additional specific design requirements and specifications will be included in detail on subsequent pages of this document.

Program Requirements Document

A written program requirements document should be developed and submitted to the architect. The architect may assist local Salvation Army staff in developing and writing the space requirements document. The architect needs to fully understand Salvation Army program requirements in order to design a functional facility. The written space requirements document provides the basis for clearly defining the project.

Writing the Requirements Document

One of the most important parts of any project is writing a clear and complete program requirements document. Before the architect can attempt to produce any schematic drawings, he or she should receive a written requirements document defining everything that is to take place in the proposed facility – who, what, when, where, and how of the project. Many projects are delayed in the approval process because the project has not been clearly and adequately defined or explained to the design team. The following points should be included in the written document in order to reduce or eliminate delays:

- Salvation Army Mission Statement and Mission Statement for the particular facility
- Description of programs to be conducted in this facility
- Type of clientele using this facility
- Employee requirements and job descriptions
- Hours of operation – daily office hours as well as specific program hours
- Number of persons expected to occupy the facility on a daily basis
- Specific program licensing requirements
- Any special features desired or needed
- Space requirements: administrative offices, youth programs, social service standards, etc.
- Security needs and concerns

- Any additional information that will help the design team better understand what is to take place in the facility on a daily basis

General Design Guidelines

The following general design guidelines provide the architects and engineers with a basic understanding of guiding principles to be incorporated in Salvation Army facilities. It is understood that exceptions may be made depending upon a given set of circumstances, but as a guide, the items noted below should be followed:

- The design should be attractive and aesthetically balanced but not elaborate or pretentious. Protect the Army's image.
- The design should be practical, functional, and designed for low maintenance.
- The exterior elevations should have minimal corners. Exterior corners present potential security problems.
- The design should provide sufficient storage relative to the size of the facility.
- The design should be energy efficient.
- The design should meet or exceed applicable local codes and ordinances and ADA requirements. *The Salvation Army is not subject to ADA requirements per Federal Register. However, The Salvation Army chooses to comply with ADA as much as possible and practical.*
- The design must provide for smooth program flow and be zoned for separate program functions.
- The design must provide for adequate security from the exterior and visual control from interior positions. Limit the number of exterior doors as allowed by local authorities having jurisdiction.
- Where local codes and ordinances differ from Salvation Army standards, the more stringent will apply.



Expectation of Facility Excellence

Pleasant and efficient environments do not happen by accident. Excellence takes deliberate effort, properly managed, with commitment by all members of The Salvation Army, volunteers, and business partners. The combination of basic principles, with comprehensive area planning and quality design, ensures a sound foundation for success. The following information should be included in the early stages of the design process.

Design Excellence

Design facilities for the long-term and demand excellence. Quality is more than "cosmetic." In addition to looking good, our facilities must also function well; meet user expectations; be safe and accessible; be economical to build, operate and maintain; save energy; be durable; be flexible for future growth and change; respect the environment; comply with current laws, codes, and regulations; and make an overall contribution to the community.

Community Interface

Be a "good neighbor." Work with local community agencies and government officials to ensure that adjacent land uses are compatible. Include architectural features and elements that coordinate with surrounding properties to ensure architectural compatibility. Confirm that future development will not be a detriment or create negative security scenarios.

Establish Goals/Vision

Develop a vision for the project. Define objectives to implement and maintain facilities excellence that can be passed on to our successors. At the very least, create and implement:

- Master Plan/Community Plan
- Architectural Design Standards
- Architectural Compatibility (reviewed by local authorities when possible)

Adhere to valid, established principles and standards, but cautiously adjust the objectives based on feedback and evaluation.

Heritage/Historic Preservation

Honor our heritage and embrace the richness that significant historical facilities contribute to the community by preserving and maintaining them. Coordinate with state and local historical preservation entities to preserve facility and mission heritage when required. Seek

opportunities for the adaptive use of existing properties. Rehabilitate facilities that are useful and structurally sound. Dispose of unneeded building responsibly.

Environmental Stewardship

Excellent facilities meet the present needs and consider the quality of life for future generations. Be good stewards of the environment. Preserve and restore our natural and man-made resources. Address environmental planning, conservation, restoration, compliance, and pollution prevention.

Clean up contaminated sites. Create and maintain a viable recycling program. Properly handle hazardous materials. Coordinate with Federal and State agencies if required.

Primary Design Elements

The Salvation Army has identified primary design elements that must be considered and included in any facility. By including these elements in the process at the concept phase of design, and inclusion of them in subsequent phases, many problems will be avoided. The following elements are identified and will be explained below:

- ✓ Land Use and Site Development
- ✓ Program Functionality
- ✓ Security and Control
- ✓ Sustainability
- ✓ Maintainability
- ✓ Flexibility

Land Use and Site Development

The Salvation Army urges architects and planners to not simply place facilities in available locations without regard for future development. When considering facility placement on the site, plan for future expansion by ensuring that sufficient adjacent land and infrastructure are available. Avoid overdeveloping an area or creating traffic or parking problems.

Site improvements such as landscape, signage, and parking are essential to the completion of any project. Develop plans that allow for integration of existing site features such as topography, vegetation, and views. Building orientation should consider features that promote quality of life, energy efficiency, security, and visibility.

Limit the use of temporary facilities. Modular buildings, metal sheds, and trailers add clutter to the site and use of such should be minimized.

Program Functionality

A well designed facility provides program spaces that are functional and practical. When designing specific areas of the building, particular attention should be given to the following to insure functionality:

- Critical adjacencies provided for program spaces.
- Amount and type of light needed and how the light, whether natural or artificial, will be controlled.
- Size of space is adequate for activity.
- Sound absorption, reflectance, and control.
- Minimize access corridors to different areas of the facility.
- Finishes and materials appropriate for use of spaces.
- Furnishings and equipment appropriate for use of spaces.
- Finish colors conducive to program functions.
- Program spaces mechanically (HVAC) conditioned appropriately for use.

Security and Control

Site security, facility access, and control are essential for the protection and safety of program participants, employees, clients, and property. The Salvation Army is committed to protecting all who enter our buildings and creating a safe and secure environment for our programs. The design of the facility should include the following components relative to security and control:

- Site lighting.
- Controlled site access (gates, fences) where appropriate.
- Limited amount of hidden alcoves.
- Limited exterior access points.
- Controlled interior access points.
- Centralized interior reception area.
- Visual control of all public areas requiring minimal staff.
- Electronic monitoring/access of secure areas.
- Externally monitored electronic security systems for appropriate doors and windows.

Sustainability

In practicing good stewardship relative to the environment, The Salvation Army employs the concept of sustainable “green building” design. This practice utilizes systems and finishes that are energy efficient, environmentally friendly, have long life-cycles, and can be re-cycled for future use. Case study research documents and verifies that green building practices are economically feasible from construction to upkeep and maintenance of the facility.

With the exception of Ray and Joan Kroc Corps Community Centers, Salvation Army facilities are not required to meet U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) certification standards. However, the practices used to achieve LEED certification should be incorporated in the design and construction where practical.

Ray and Joan Kroc Corps Community Centers are required to be LEED Certified to at least the Silver level. For additional information concerning green building practices and LEED certification visit the U.S. Green Building Council’s website at www.usgbc.org.

Maintainability

The Salvation Army’s Southern Territorial Property Department design philosophy is driven by how the design will affect the long-term maintenance and operation of the facility. Finish materials and systems must be easy to maintain and have long life-cycles. Quantitative and qualitative research has been conducted on the finishes and systems recommended in this manual. Those selected have been proven to be the best value when judged against life-cycle costs and maintainability.



Flexibility

The design being considered should incorporate spaces that are flexible in terms of size and use. Classrooms and multi-function spaces could include movable partition walls, gyms and recreation areas could be planned for more formal functions using alternative lighting and curtain walls, lobbies could be used for art exhibits etc. Where practical, the design should include shared spaces for various programmatic functions.

Design Components

The Salvation Army identifies specific design components that must be considered during the design phase of a construction project. While not all of the components listed below will apply to every project, these items should be reviewed and considered during the design phase to make sure all options have been explored.

Site Considerations

- ✓ Erosion Control and Site Drainage
- ✓ Concrete and Paving
 - Parking
 - Striping
 - Curbs
 - Walkways
- ✓ Hardscapes and Landscapes
 - Low Maintenance Materials
 - Xeriscapes/Zeroscapes
 - Irrigation
- ✓ Site Lighting
 - Walkway Illumination
 - Security
 - Accent Lighting
- ✓ Site Furniture
 - Outdoor Seating
 - Trash Receptacles
 - Bike Racks
 - Bollards
- ✓ Screens, Walls, and Fences
- ✓ Signage
 - Monument
 - Electronic
 - Directional
 - Cornerstones, Dedication and Memorial Plaques, and Signage (See Appendix D)
- ✓ Accessibility
- ✓ Waste Management (Dumpsters)

Exterior Considerations

- ✓ Moisture Barrier
- ✓ Insulation
- ✓ Masonry

- ✓ E.I.F.S.
- ✓ Pre-Fabricated Metal
- ✓ Roofing Systems
- ✓ Gutters and Downspouts



Interior Considerations

- ✓ Wall Systems
- ✓ Floor Finishes
 - Carpet
 - Hard Surface
 - Sports Flooring
 - Walk-off Mats
- ✓ Ceiling Finishes
- ✓ Doors and Hardware
- ✓ Furnishings & Equipment

Building System Considerations

- ✓ Utilities (Power Supply)
 - Electrical
 - Gas
 - Alternative Power Generator
- ✓ Lighting

- ✓ Plumbing
 - Infrared sensors
 - Waterless fixtures
- ✓ H.V.A.C.
 - Ductwork
 - Automated Controls
 - Zoning
 - Exhaust Systems
- ✓ Security
- ✓ Elevators
- ✓ Window Systems and Protection
- ✓ Stained Glass



Information Technology and Communication Considerations

- ✓ Telecommunications
- ✓ Dedicated Equipment Rooms (Server)
- ✓ Hardwired and Wireless Capability
- ✓ Public Address/Intercom Systems

Audio/Visual Considerations

- ✓ Acoustically Engineered Spaces
- ✓ Video Projectors/Screens
- ✓ Power Outlets
- ✓ Microphone Jacks
- ✓ Light Control



Acoustical Considerations

See Appendix C

Facility Emergency Plan

The Salvation Army Southern Territory has developed a comprehensive facility emergency plan to prepare administrators and employees for readiness during emergency situations so that the potential hazards are minimized or eliminated. This plan is available in template form via Lotus Notes in the USS Forms section on USSHUB1.

! Note: All Salvation Army camp facilities must meet American Camping Association (ACA) guidelines.

! Note: All Salvation Army Social Service and Shelter facilities must meet Salvation Army Social Service standards for space requirements. Salvation Army Standards for Residential Programs are available in Appendix E and on our web-site at WWW.ussthqproperty.org



GUIDE SPECIFICATIONS – CONSTRUCTION SPECIFICATIONS INSTITUTE FORMAT (CSI)

The Salvation Army requires that Guide Specifications in the CSI format be provided for all projects. All divisions listed below (1-16) must be included in the specifications. In instances where certain divisions do not apply to a particular project, please list the division in numerical order and indicate "Not Included" under that particular division.

The Salvation Army has written standard specifications to be included under certain divisions as noted below. Those documents are available for inclusion and insertion into the specifications via Microsoft Word documents. Those specifications can be accessed electronically via Lotus Notes in the USS Forms section on USSHUB1.

Materials and finishes noted in some of the divisions listed below are standardized for use in Salvation Army facilities. Also noted are materials that are not to be included in any construction project for The Salvation Army.

CSI DIVISIONS:

CSI Division 0 – Bidding and Contract Requirements

- Insurance and Bonding Requirements (See Appendix B)
- Document 00105 – Invitation to Bid
- Document 00200 – Instructions to Bidders

CSI Division 1 – General Requirements

- Procedures for Payment Applications
- Procedures for Change Orders
- Record Documents

CSI Division 2 – Site Construction

CSI Division 3 – Concrete

CSI Division 4 – Masonry

- Single-wythe construction is not to be used unless construction type warrants use.

CSI Division 5 – Metals

CSI Division 6 – Wood and Plastics

CSI Division 7 – Thermal and Moisture Protection

- All gym floors must have protective moisture barrier.

- All roof systems must carry a 20 year, non-pro-rated warranty.

CSI Division 8 – Doors and Windows

- Document 08710-1 Finish Hardware
- Interior doors to be solid core wood in hollow metal frames where allowed by building code.
- Interior wood doors to be sealed on all six sides.
- Doors to offices and common areas should be provided with light panels.
- Doors should be provided with kick-plates where appropriate.

CSI Division 9 – Finishes

- Document 09685-1 Carpet
- Acoustic Ceiling Tile (ACT) must be 2x2. No 2x4 ACT tile is allowed.
- Vinyl Composite Tile (VCT) cannot be used in any Salvation Army facility.
- High-abuse gyp-board (i.e. FiberBond) should be used in appropriate areas.
- Ceilings in public restroom facilities must be solid (water-resistant) gyp-board.
- For high-abuse or high-traffic areas, paint is to be semi-gloss or better. Paint in dormitories should be epoxy.
- No "Sport Court" flooring is allowed in Salvation Army facilities.
- Toilet partitions must be solid polymer partitions.

CSI Division 10 – Specialties

- Folding partitions (wall panels) should include appropriate acoustical properties.
- Wall pads must be provided on gym walls where appropriate.
- Fire extinguishers should be in recessed, wall mounted cabinets.

CSI Division 11 – Equipment

CSI Division 12 – Furnishings

CSI Division 13 – Special Construction

CSI Division 14 – Conveying Systems

CSI Division 15 – Mechanical

- Thermostats should be enclosed, lockable and tamper resistant.

CSI Division 16 – Electrical

SALVATION ARMY PREFERRED PROVIDERS/VENDORS

The Salvation Army has developed vendor relationships and national purchase agreements with many finish systems and materials providers. The following list includes Salvation Army preferred providers by category along with the most recent contact information for each company. Additional information for each provider can also be obtained via the websites listed for each of the preferred providers. The Territorial Property Department can provide additional contact information upon request.

Audio/Visual

Bilbro Systems, Inc.
Blake Bilbro
1880 Calvin Drive
Duluth, Georgia 30097
678-462-9200
www.bilbrosystems.com



Commissioning Engineers

ICE (International Commissioning Engineers)
Ed Coker
655 Hembree Parkway, Suite A
Roswell, Georgia 30076
678-366-2108
www.iceagents.com



Fitness Equipment

LifeFitness
Mike Zinda
22140 Mustang Court
Canyon Lake, California 92587
951-244-8986
www.lifefitness.com



Flooring – Carpet/Tile

The Mohawk Group
Lees Carpet/Karastan/Durkan
Beth Chandler
404-395-7453
www.leescarpet.com
www.karastancontract.com



Armstrong
Bob Eudy
770-314-4941
Reudy@armstrong.com
www.armstrong.com



Daltile
Emily Hatch
404-427-5296
1441 Ellsworth Industrial NW
Atlanta, Georgia 30318
www.daltile.com



Tandus Centiva
Matt Serviss
981 Joseph E. Lowery Blvd., Suite 99
Atlanta, Georgia 30318
678-471-2941, 404-888-1825
mserviss@tandus-centiva.com
www.tandus.com



Questmark
Brian Fergusson
2471 Satellite Boulevard
Duluth, Georgia 30096
678-648-4644, 678-943-0577
www.questmarkflooring.com

Flooring (Athletic/Special Use)

Connor Sports Flooring
Ashley Hedge
615-939-6313
ahedge@connorsports.com
www.connorfloor.com



Matsinc
Alan White
37 Shuman Avenue
Stoughton, MA 02072
781-573-0294
www.matsinc.com



Mondo
Jim Stalford
817-456-0086
jstalford@mondousa.com
www.mondousa.com



Furniture

CWC
Karen Howard
4343 Northeast Expressway
Atlanta, Georgia 30340
770-621-6655
www.c-w-c.com



GSI Office Environments
Frank Abraham
Vice President – Strategic Accounts
Frank@gsi-executes.com
678-527-1022, 678-313-8849



Norix Company
Doug Renfrow
Dougrenfrow2004@yahoo.com
770-595-9713
www.norix.com

norix

KI
James Haner
3535 Piedmont Rd., Suite 110
Atlanta, Georgia 30305
678-777-6295
www.ki.com james.haner@ki.com



Kimball International 
Lisa White
3445 Peachtree Road, Suite 400
Atlanta, Georgia 30326
678-517-4101
www.kimballoffice.com

Empire Development, Inc.
Hamilton Cutts, Jr.
136 Powers Ferry Road
Marietta, Georgia 30067
770-578-5483
www.moduform.com



Humanscale
Joshua Schafer
1000 Marietta Street
Suite 312
Atlanta, Georgia 30318
404-955-4964
www.humanscale.com



Office Depot
Business Services Division
Gary Nyland
5345 Oakbrook Parkway
Norcross, Georgia 30093
888-295-0943, Ext. 4014
Gnyland@officedepot.com



Kitchen Design & Equipment
Empire Development, Inc.
Hamilton Cutts, Jr.
136 Powers Ferry Road
Marietta, Georgia 30067
800-867-7891, 770-578-1141



Pool/Aquatics Design
Myrtha Pools USA, Inc.
The Spector Building
1800 Second Street



Suite 758
Sarasota, Florida 34236
941-955-2591
www.myrthapools.com

The Pool Company, Inc.
Matt Ruzicka
219 54th Avenue East
Fife, Washington 98424
253-926-6875
matt@thepoolcompanyinc.com



Water Technology, Inc.
Bradley Mallon
100 Park Avenue
Beaver Dam, Wisconsin 53916
920-887-7375, 800-538-8207
www.watertechnologyinc.com



Roofing
Centimark Roof Systems
Brian Fergusson
2471 Satellite Boulevard
Duluth, Georgia 30096
678-648-4644, 678-943-0577
www.centimark.com



Security and Life Safety Systems
Ackerman Security
Michael Sandes
7585-C Ponce de Leon Circle
Atlanta, Georgia 30340
770-552-1111
www.ackermansecurity.com



Specialties
Dyson
Dawn Abraham
770-841-9821
Dawn.abraham@dyson.com
www.dyson.com



Solution Associates
Jeff DellaMaggiora
2157 LaDawn Lane
Atlanta, Georgia 30318
404-644-7603
jeff@solutions-associates.com
www.solution-associates.com



SALVATION ARMY PROJECT FORMS

During the course of any Salvation Army project internal forms will be used to create and revise the project budget, requisition contracted services, requisition furnishings and equipment items, and authorize check request for the release of project funds. The following forms will be used during the course of the construction project and will be described below. All of the forms noted below are available on our website (www.ussthqproperty.org) and can also be accessed electronically via Lotus Notes in the USS Forms section on USSHUB1.

- Property Proposal Form (PD-1)
- Revised Property Proposal Form (PD-1A)
- Requisition for Contract Services (PD-10)
- Check Request for Release of Construction Project Funds (PD-5)
- Requisition for Furnishings and Equipment



Property Proposal Form (PD-1)

The Property Proposal Form provides a detailed description of the project, the project budget, and additional information as required by the Territorial Property Council. Approval of this form constitutes official authorization to conduct the project.

In order for a proposal to be considered for approval by the Property Council, the form must be completed in detail with all requested information provided. Failure to complete the form in its entirety, or failure to include requested supporting

documentation, will result in delaying the presentation of the proposal to the Property Council. Detailed description of budget line items are provided via caption boxes as part of the electronic formatting.

! Note: By corporate policy, (Minute No.PL036) one third (1/3) total project costs must be cash in hand and the remaining cash shortfall covered in capital campaign pledges or other documented income sources for the full amount of the shortfall. Property Proposals that do not meet this criterion will not be considered.

Revised Property Proposal Form (PD-1A)

The Revised Property Proposal Form addresses budget revisions for any project previously approved by the Property Council via the PD-1. This form is designed to reflect progressive increases and decreases in the project budget. While there may be multiple revisions to this form during the course of the project, all projects will produce a revised budget at the following times:

- ✓ When the contractor's agreement is processed and the actual contract price is known.
- ✓ When the owner controlled contingency is depleted and additional funding is required.
- ✓ At the conclusion of the project in order to record actual funding and cost.

Requisition for Contract Services (PD-10)

This requisition is to be used for formally requesting project related services that are outside the scope of the contractor's agreement. This would include, but is not limited to, architect's agreements, engineering services, environmental studies, appraisals, inspection services, interior design services, and etcetera.

Check Request for Release of Construction Project Funds (PD-5)

This form is the cover sheet for the formal request for release of funds for the payment of construction project related services.

Requisition for Furnishings and Equipment

The Requisition for Furnishings and Equipment is the document used for formal presentation to the Property Council for the proposed purchase of all project related F & E items. A separate interior design agreement can be executed for this purpose

using the Requisition for Contract Services (PD-10) noted above, but a requisition must still be processed outlining the specific items to be purchased. Although a line item budget figure for F & E items is identified on the Property Proposal Form, approval of a line item amount for F & E does not constitute approval of actual individual purchases.

For construction projects involving large F & E purchases, the requisition form should be used as a cover sheet with the detailed, itemized lists of the F & E items attached to the requisition. The itemized list should also include brochures and descriptions of the items listed.

Kitchen Equipment

The Property Department takes great interest in the design and functionality of institutional kitchens. If the kitchen equipment is included in the contractor's agreement, the architect will provide most of the detail in his/her drawings with equipment identified in the specifications. If the equipment is owner furnished, the commanding officer will need to insure that appropriate information is provided for Property Council review and approval.

It is recommended that the local unit contract kitchen design and consulting services through the territory's preferred kitchen consultant, Empire Development, Mr. Hamilton Cutts. Please refer to the Preferred Providers/Vendors section of this manual for contact information.

Chapel Furnishings

Territorial policy requires the use of non-fixed seating for chapel applications. Non-fixed seating provides for greater seat configuration flexibility and allows safer, easier access to perform maintenance functions in the chapel. Fixed pews are not allowed. Seating should be stackable/gangable, upholstered chairs with book racks. Territorial policy requires double-sided, free standing kneelers for the altar. Modesty rails should be provided for the platform/stage area.

Territorial policy requires that the Holiness table wording be "Holiness Unto the Lord."

Preferred F & E Providers

For a list of Salvation Army preferred furnishings and equipment providers, please reference the Salvation Army Preferred Providers/Vendors list in the prior section of this manual.



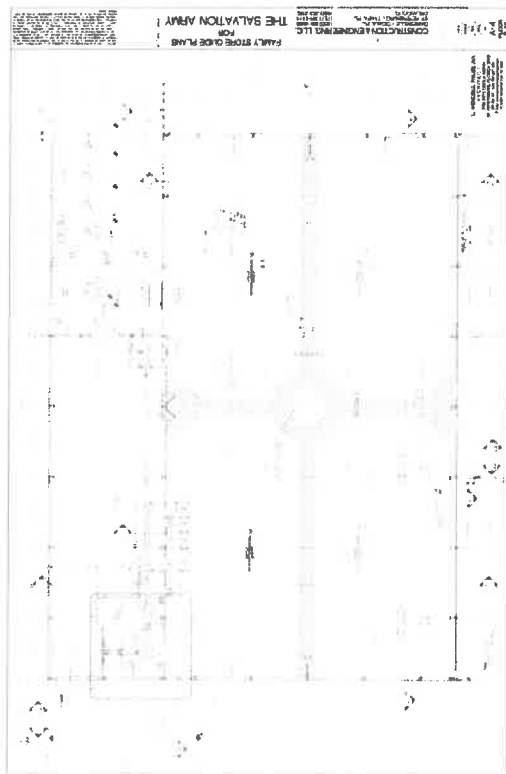
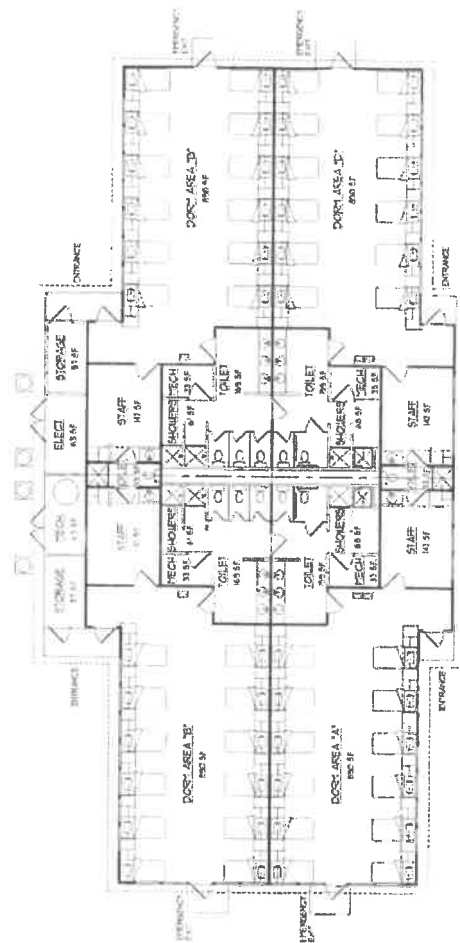
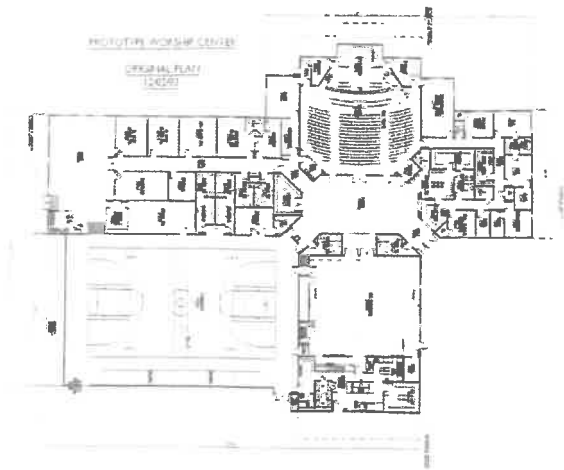
SALVATION ARMY PROTOTYPE DESIGNS

The Salvation Army Southern Territory has developed several prototype design schemes to serve as the basis for preliminary concepts relative to specific types of facilities. All of the prototype designs provided have actually been built and placed into Salvation Army service.

Following a reasonable period of time for operational experience, design evaluation meetings were held to determine areas of these designs which could be improved upon. Floor plans and elevations for the following facilities are available on our website at www.ussthqproperty.org

- ❖ Corps Community Centers
- ❖ Mixed Population Shelters
- ❖ Family Stores and Warehouses
- ❖ Camp Cabins

! Note: These prototypes are continually modified and evaluated for programmatic performance. They are intended to be modified for local site conditions and program needs for each individual community.



SALVATION ARMY TERMS AND ABBREVIATIONS

As with any large organization, The Salvation Army has terms and abbreviations that are unique to the corporation. The following terms and abbreviations are provided as you may find them helpful in understanding ensuing discussions.

A.R.C – Adult Rehabilitation Center.

Area Commander – Officer in charge of a local metropolitan area where there are multiple Salvation Army corps or program components.

B.O.T. – Board of Trustees. Primary decision and policy-making body of the corporation.

C.O. – Corps or Commanding Officer. Normally refers to an officer in charge of a local corps unit.

Corps – The local and central operating unit of The Salvation Army. All property processes initiate at this level. Relates directly with D.H.Q.

D.C. – Divisional Commander. Officer in charge of a division (state, or multiple state headquarters)

D.F.B. – Divisional Finance Board. Decision-making body of a division through which all property related matters flow to T.H.Q.

D.H.Q. – Divisional Headquarters. Regional headquarters for a state or group of states. Relates directly to T.H.Q.

D.S. – Divisional Secretary. Third in command of a division. Processes all property matters for the division.

Division – Regional service area incorporating a state or group of states. Nine divisions make up the Southern Territory.

Property Council – Subsidiary board of the Board of Trustees. Decision-making body for all property matters for the territory.

Property Secretary – Corporate representative responsible to the Territorial Commander for all property related matters of the territory. Also titled Director of Real Estate and Construction.

T.C. – Territorial Commander. Leader of all Salvation Army forces in the Southern Territory and President of the Corporation.

T.H.Q. – Territorial Headquarters. Corporate Headquarters for the Southern Territory. Located in Atlanta, Georgia.

Territory – Geographic and corporate service area. The 15 southeastern states and the District of Columbia incorporate the Southern Territory.



Flags of the USA Southern Territory

The *Real* Definition of Construction Terms

Contractor:	A gambler who never gets to shuffle, cut, or deal.
Engineer:	One who estimates the cost of construction.... in heaven.
Bid:	A wild guess carried out two decimal points.
Low Bidder:	Contractor who's wondering what he left out.
Completion Date:	When liquidated damages start.
Liquidated Damages:	Penalty for agreeing to the impossible.
Auditor:	One who goes in after the battle and shoots the wounded.
Lawyer:	One who goes in after the auditor and strips the bodies.

APPENDIX A

ANNEX A AND ARCHITECT'S LETTER AGREEMENT

The sample *Annex A – Standard Special Conditions for The Salvation Army* shown on the following pages is for use with the B101-2007 edition of the agreement between Owner and Architect. Special Conditions for all other AIA agreements are available via Lotus Notes in the USS Forms section on USSHUB1 in the Property Section.



ANNEX A
Standard Special Conditions
For
The Salvation Army



TO BE ATTACHED TO AIA B101-2007 EDITION
ABBREVIATED STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT

1. **Contract Documents.** This Annex supplements, amends, voids and supersedes various parts of this Agreement. Should any conflicts arise or exist between the terms of the standard AIA B101-2007 Edition Agreement and this Annex A, the terms of this Annex A shall prevail. The Agreement between the parties consists of the Standard Form of the Agreement Between Owner and Architect, including any modification(s) thereto and all documents incorporated therein and this Annex A.
2. **Incorporation of this Annex into Agreement.** Article 12 of the AIA B101 – 2007 Edition Standard Form of the Agreement Between Owner and Architect is hereby amended to provide that the Salvation Army Annex A, Standard Special Conditions shall be part of the Agreement.
3. **Owner Identification.** The Owner is the Salvation Army, A Georgia Corporation. The official representative of the Owner is the Territorial Property Council located in Atlanta, Georgia. **The Territorial Property Council is the only representative authorized to commission work, approve documents, make decisions, issue directions or act in an official capacity on behalf of the Owner.** All other officers, employees and local representatives of the Owner are limited to administrative duties.
4. **Required Written Authorization for Work.** Written authorization by the Territorial Property Council must be received before the Architect begins the schematic design phase and before the Architect proceeds from one design phase to the next.
5. **Standard of Care.** Architect's services under this Agreement shall be performed in conformance with the standards of care and quality practiced by design professionals experienced with projects similar to the Project for which this Agreement is entered into. Any designs, drawings or specifications prepared or furnished by the Architect which contain errors, conflicts or omissions shall be promptly corrected by the Architect at no additional cost to Owner. Owner's approval, acceptance or use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.
6. **Quality of Documents.** Architect agrees that all Drawings and Specifications and other documents prepared by Architect for the Project which are utilized by Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. Architect shall notify Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in Paragraph 5 of this Annex A.
7. **Coordination Responsibilities.** Architect shall be fully responsible for coordinating all Architect's Basic and Additional Services required under this Agreement regardless of whether performed by its own employees or by consultants or engineers hired by Architect to perform a portion of its services. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. Architect shall engage state approved civil, structural, mechanical, and electrical engineers to provide engineering services necessary for the design of the Project. Architect may use for this purpose his/her own employees who are State approved engineers in the respective engineering disciplines. Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants and engineers to the same extent as if Architect had furnished the service itself, including, but not limited to, all designs and all work approved, certified or accepted by Architect's engineers or consultants. Architect also agrees to coordinate its work with the work of its consultants and engineers and to resolve any inconsistencies that may arise between its work and the work of its consultants and

engineers. All of Architect's contracts with its consultants and engineers shall be in writing, signed by both parties, and shall include the following provision: "The Owner is an intended third party beneficiary of this agreement."

8. **Schedule for Performance of Phases.** The Architect shall perform Basic Services for each phase of design in the number of days specified below. The time commences upon Architect's receipt of written authorization to proceed from the Owner at each respective phase. The schedule does not include the time required for the Owner's review and approval of submissions and for required approvals by the various authorities having jurisdiction over the Project.

Schematic Design _____ () Days

Design Development _____ () Days

Construction Documents _____ () Days

9. **Fixed Limit of Design and Construction Cost.** A fixed limit of Design and Construction Cost is hereby established in the amount of \$ _____ Dollars (\$ _____) without contingency. Architect agrees that this fixed limit of Design and Construction Cost is a condition of this Agreement and is a limitation imposed upon Architect.
10. **Required Compliance with Applicable Laws and Codes.** Architect shall provide a design which, when constructed in accordance with the Contract Documents, will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders and other legal requirements, including, but not limited to, all zoning restrictions or requirements of record, building Codes, occupancy requirements, environmental regulations, regulations and requirements regarding disabled persons accessibility, land use laws and all requirements, regulations and ordinances relating to the construction, use and occupancy of the Project existing on the date of this Agreement and which may be enacted prior to Owner's approval of the completed Contract Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to Code interpretation questions and agrees to notify the Owner of any such elements and discuss them with the Owner prior to inclusion into the Project design.
11. **Signatures and Seals on Construction Documents [Instruments of Service].** All Construction Documents [Instruments of Service], including, but not limited to, Specifications and Drawings, shall bear the signatures and seals of the Architect and each and every engineering discipline for their respective work in accordance with the applicable licensing laws in the jurisdiction of the project.
12. **Provision of Documents at Each Phase of Design.** Architect shall furnish to Owner, without additional cost, five (5) sets of the documents at each phase of design. Should Owner need or desire additional copies of the documents, Architect shall furnish such additional documents as requested by Owner and Owner shall compensate Architect for the actual cost of printing the additional copies of the documents. Each phase of design shall include information as listed in *The Salvation Army's Southern Territory Facilities Design and Construction Manual*.
13. **Compliance with Lender Requirements.** To the extent applicable, Owner may have to comply with Lender requirements and the parties acknowledge that Owner's approvals and other actions regarding Architect's services may be affected by Lender requirements. Architect shall comply with all reasonable requests by Owner or the Lender for reports, certificates, statements and further services which are not inconsistent with the terms and conditions of this Agreement. In the event any such request requires Architect to provide services not already part of the scope of services hereunder, however, Architect shall be entitled to compensation as an Additional Service.
14. **Site Surveys and Legal Information.** Articles 5.4 and 5.5 are amended to provide that while Owner shall furnish a legal description of the project site, Architect shall be required to obtain all other services described in the above articles – including, without limitation, a complete and accurate survey, and geo-technical services. Architect shall provide Owner with copies of all surveys, test results and interpretive

analyses of any such test results. Owner must approve the fees for these services in writing before the services are rendered and the fees shall be paid directly by Architect and reimbursed by Owner.

15. **Required Tests and Inspections.** Article 5.7 is amended to provide that Architect shall secure all tests and inspections required by law or Contract Documents including structural, mechanical, and chemical tests, air and water pollution, and tests for hazardous materials. Architect shall provide copies of the test results to the Owner along with an interpretive analysis of those results. Fees for such tests and inspections shall be paid directly by Architect and reimbursed by Owner.
16. **Hazardous Materials.** Architect shall not design, specify or incorporate any Hazardous Materials into the Drawings or Specifications for the Project and shall not approve any shop drawings specifying any Hazardous Materials so as avoid (1) violating the requirements of any existing laws, ordinances, Codes, rules, regulations, orders and decisions of all governmental authorities having jurisdiction over the Site, the Work or any part of either or (2) causing substantial damage or risk of substantial damage to the environment or (3) leaving any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement, the term "Hazardous Materials" shall include, but not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601, et. seq., the Hazardous Materials Transportation Act, 49 USC § 1802, the Resource Conservation and Recovery Act, 42 USC § 6901, et. seq. and all other environmental laws, rules and regulations, as these laws may be amended from time to time.
17. **Progress Payments.** Article 11.10.1 of this Agreement regarding initial payment to the Architect is deleted in its entirety. Owner shall promptly review Architect's Application for Payment upon its receipt. If Owner, in good faith, disputes all or any portion of an Application for Payment, Owner shall notify Architect of its dispute within fifteen (15) days of its receipt of the Application. Such notification shall clearly identify that portion of the Application for Payment which Owner disputes or for which Owner claims a setoff and shall include a reasonably detailed explanation of the reasons for disputing the item(s) or for the setoff. Any Application for Payment that is not disputed by Owner in the manner and within the time period set forth herein shall be paid by Owner within thirty (30) days of receipt. Article 11.10.2 is amended to allow the Owner thirty (30) days to make payment on properly submitted and correct applications for payment. The provision in Article 11.10.2 providing for the accrual of interest is deleted. The Owner shall make every effort to achieve timely payments as agreed upon. Any payment made by Owner shall not act as Owner's waiver of any claims that may be asserted against Architect for the performance of defective or deficient services. Owner shall not be required to make payment to Architect for any amount disputed in good faith by Owner in the manner and within the time period set forth herein until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Architect under this Agreement until the matter is resolved by the parties. If the parties ultimately resolve that the Architect is owed all or some portion of the previously disputed amount, then such amount shall be paid to Architect within ten (10) days after the resolution of the matter.
18. **No Payment for Travel.** Unless otherwise agreed to by Owner, there shall be no charge for time spent in travel.
19. **Prior Written Approval Required for Additional Services.** Architect shall not perform or be reimbursed for any Additional Services unless Owner expressly authorizes the performance of the Additional Services in writing prior to Architect commencing the performance of those Additional Services. Owner agrees to put any such authorization in writing in a timely manner.
20. **Duty to Notify.** Architect shall promptly notify Owner of any problems which come to his/her attention that may cause a delay in the completion of the Project or any portion thereof, or in the performance of Architect's services. Architect acknowledges that time is of the essence in this Agreement.
21. **Indemnification.** Architect shall protect, defend, indemnify and hold harmless Owner from and against any claims, actions, demands, losses, damages, costs and expenses, including, but not limited to attorney's and consultant's fees, in the event that a claim or mechanic's lien is asserted by one of Architect's

consultants or engineers for non-payment by Architect to that consultant or engineer after Owner has made payment to Architect on account of that consultant's or engineer's work. To the fullest extent permitted by law, Architect shall indemnify and hold Owner harmless from and against all claims, actions, demands, damages, losses, costs and expenses, including, but not limited to, injury to or death of any persons, damage to property, economic and consequential damages and attorney's and consultant's fees, asserted by third parties against Owner arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by Architect, any consultant or engineer of Architect, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, Architect shall not be required to indemnify Owner from the consequences of Owner's own negligence. Paragraph 8.1.3 of AIA B101 is hereby deleted.

22. **Owner's Review and Approval of Documents.** Notwithstanding anything to the contrary contained in the Agreement, Owner's review and approval of any and all documents or other matters required in and under the Agreement shall be for the purpose of providing Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents. In no way will Owner's review and approval alter Architect's responsibilities under this Agreement with respect to such documents. Owner assumes no responsibility whatsoever for the architectural or engineering design of the Project.
23. **Records Available for Review.** Records which provide the basis for Architect's compensation and Reimbursable Expenses relating to the Project and records of accounts between Architect and Owner shall be maintained on a generally recognized accounting basis. Upon the request of Owner, Architect shall make those records available for audit by Owner or its authorized representative during normal business hours at Architect's principal place of business for a period of one (1) year following completion and final acceptance of the Project.
24. **Ownership of Drawings, Specifications & Contract Documents.** The Schematic Design shall be the property of the Owner and may be used for publication in the Owner's manuals and public relations documents or other similar uses as required by the Owner. Such use shall be without any additional compensation to the Architect. Owner is granted an irrevocable license to use the Drawings, Specifications and other documents prepared by Architect and/or its consultants and engineers, for this Project and for future work at the property which is the site of the Project, including, but not limited to, subsequent remedial work on the Project. Architect shall not use or allow to be used the Drawings, Specifications and reports or the unique design aspects of this Project for any other project, without the express written consent of Owner. Architect may re-use standard specification texts and details. Owner agrees that no documents shall be used for other purposes for other projects without the written consent of and/or compensation to the Architect.
25. **Determination of Substantial and Final Completion.** Owner shall determine the date of Substantial Completion, after consultation with Architect. Architect shall determine the date of Final Completion.
26. **As-Built Documents.** At the completion of the Project, Architect shall, without cost to the Owner, furnish and deliver to Owner two (2) complete sets of Record, As-Built Construction Documents, one in hard copy and the other in electronic form, showing actual locations of all utilities and altered to conform to all changes made in the project during its construction as well as one (1) bound set of Specifications complete with all Addenda and Change Orders.
27. **Insurance.** Architect shall procure and maintain in effect during the term of this Agreement and through final completion and acceptance of the Project and shall provide Owner with certificates reflecting the insurance coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State in which the project is located and rated A minus or better by the current edition of Best's Key Rating Guide or otherwise approved by Owner:
 - a. Professional Liability Errors and Omissions Insurance, including contractual liability coverage with limits of not less than \$1,000,000.00 aggregate. Architect shall maintain this coverage in effect during the term of this Agreement and for two (2) years after the Date of Substantial Completion. Upon

Owner's request, Architect shall give prompt written notice to Owner of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement; and

- b. Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements and provide Broad Form All States and Voluntary Compensation Endorsements and have limits not less than \$500,000.00 per accident, \$500,000.00 per disease and \$500,000.00 policy limit on disease; and
- c. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, naming Owner as an additional insured; and
- d. Commercial General Liability Insurance. A broad form Commercial General Liability Insurance Policy, naming Owner as an additional insured, including, without limitation, a waiver of subrogation endorsement in favor of the additional insured and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting Architect's indemnification agreements in favor of the additional insured; Independent Contractor's Protective Liability; and Completed Operations and Products Liability. The policy shall remain in effect for a period of not less than two (2) years following the date of final payment for all services provided under this Agreement. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000.00 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000.00 for bodily injury and /or property damage and an annual aggregate of liability of not less than \$1,000,000.00 for Completed Operations and Products Liability.

28. Additional Insurance Requirements. Architect shall not make changes in or allow the required insurance coverages to lapse without Owner's prior written approval thereto. All policies for insurance must be endorsed to contain a provision giving Owner thirty (30) day prior written notice by certified mail of any cancellation of any policy or any material change in coverage. Should a notice of cancellation be issued for non-payment of a premium or any part thereof, or should Architect fail to provide and maintain certificates as set forth herein, Owner shall have the right, but not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Architect, or to seek reimbursement for said payments from Architect. Any sums paid by Owner shall be due and payable immediately by Architect upon notice from Owner. Receipt and review by Owner of any copies of insurance policies or insurance certificates shall not relieve Architect of its obligation to comply with the insurance provisions of this Agreement. The insurance provisions of this Agreement shall not be construed as a limitation on Architect's responsibilities and liabilities pursuant to the terms and conditions of this Agreement.

29. Consultant's and Engineer's Insurance. Architect shall require any consultants and engineers with which it works on this Project to comply with the insurance requirements of Architect under this Agreement unless Architect and Owner mutually agree to modify these requirements for consultants or engineers whose work is of a relatively small scope. Architect shall contractually obligate its consultants and engineers to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect shall promptly advise Owner of any such notices it receives from its consultants or engineers. Architect shall contractually obligate its consultants and engineers to indemnify and hold Owner harmless from any and all claims for non-payment from the consultant's and engineer's employees, subcontractors, suppliers or consultants to the same extent that Architect is required to do so as provided in this Agreement. Architect assumes all responsibility for monitoring its consultant's and engineer's contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion and acceptance of the Project.

30. **Suspension of Work.** Upon written notice to Architect, Owner may order that Architect suspend all or any part of the services to be provided under this Agreement. In that event, and so long as the suspension is not due to a cause for which Architect is responsible, Owner shall pay Architect all monies otherwise due hereunder up to and including the date of the suspension. Owner shall not be liable for suspension/termination expenses. Owner shall not have any obligation to pay or reimburse Architect for lost profits and/or unabsorbed overhead or any other consequential or incidental damages. If the Project is suspended in whole or in part for more than three (3) months and then resumed, Architect shall be compensated for reasonable costs of re-familiarizing itself with the Project.
31. **Termination for Convenience.** Owner may terminate this Agreement for the convenience of Owner upon seven (7) days advance written notice to Architect, in which case Owner shall pay Architect for all monies otherwise due hereunder up to and including the date of termination. Owner shall not be liable for termination expenses. Owner shall not have any obligation to pay or reimburse Architect for lost profits and/or unabsorbed overhead or any other consequential or incidental damages.
32. **Drawings Delivered Upon Termination.** In the event of a suspension of work or termination for convenience, upon request of Owner and payment of all sums due pursuant to either Paragraph 30 or 31, Architect shall promptly deliver to Owner reproducible drawings and computer tapes, disks and/or flash drives of all documents completed or in progress on the date of the suspension or termination. Architect shall not be reimbursed for reproduction costs associated with maintaining or storing Drawings, Specifications or computer tapes, disks or flash drives for its own use.
33. **Termination for Cause.** In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, or fails to make progress in his/her required services in a reasonable manner, or if the Architect's conduct impairs or prejudices the interests of Owner, Owner may terminate this Agreement by sending a written Notice of Termination which shall be effective seven (7) days after its date of transmittal if Architect does not cure such default within that seven (7) day period or does not within that seven (7) day period enter into an agreement with the Owner regarding how the default shall be cured and the time frame within that cure must be effected. Upon such termination, all Drawings, Specifications and Contract Documents relating to the design or administration of the Construction Contract shall be surrendered forthwith by Architect to Owner. Owner has the right, but not the obligation, to take over the work to be done hereunder and prosecute the same to completion by contract or otherwise. In the event of a termination for cause by Owner, Architect shall be entitled to be compensated for all services as shall have been satisfactorily performed by the Architect prior to receipt of the written Notice of Termination from Owner, together with Reimbursable Expenses incurred, up to the effective date of the termination. Owner shall not be liable for termination expenses. However, Owner shall be entitled to offset any amounts due and owing to Architect pursuant to this Paragraph against the amount of any and all damages incurred by Owner as a result of Architect's breach and if the damages incurred by Owner exceed any amounts due to Architect under the terms of this Agreement, Architect shall pay to Owner the damages incurred that exceeded any amount owed under this Agreement. Owner's right of offset, however, shall not prejudice the right of Owner to recover additional damages or to exercise any other remedy at law or in equity. In no event shall Architect be entitled to receive termination expenses, unabsorbed overhead or lost profit or any other incidental or consequential damages if terminated for cause. If Architect disagrees with Owner's termination, the issue shall be resolved pursuant to the dispute resolution process detailed herein. If Owner terminates this Agreement for cause and the termination is later found or agreed to have been improper, then the termination will be construed as a termination for convenience pursuant to Paragraph 31 above.
34. **Dispute Resolution.** All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof or the Project shall be initially submitted to mediation. The party asserting the dispute must serve written notice of the dispute upon the other party within the time limits set in this Agreement and if there are no time limitations set in the Agreement for that notice, within ten (10) days of the event giving rise to the dispute. Within fifteen (15) days of receipt of that written notice of dispute, the parties will jointly select a single mediator to resolve the dispute. Within thirty (30) days of the receipt of written confirmation from the mediator that he/she can mediate the dispute, the parties shall exchange all documents relevant to the dispute. The mediation will be

conducted and concluded within the next sixty (60) days. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation although the dispute shall be mediated by a private mediator, not the American Arbitration Association. The parties shall share the mediator's fee equally. The mediation shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached at mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any disputes that are not resolved by mediation shall be decided in a court of competent jurisdiction in the city, county and state where the project is located. The applicable statutes of limitation and repose for the state in which the project is located shall apply.

35. **Continuing Obligations During Dispute Resolution.** Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of any disputes between Owner and Architect, even if the disputes involve the determination of the scope of Basic Services to be performed by Architect or whether or not Architect is entitled to additional compensation for any work requested. During the pendency of the dispute resolution process, Owner agrees to pay Architect in accordance with this Agreement for all services rendered by Architect that are not the subject of the dispute being resolved.
36. **Waivers.** No consent or waiver by Owner or Architect shall be effective unless it is in writing and then only to the extent specifically stated therein. Failure on the part of any party to this Agreement to enforce any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.
37. **Choice of Law.** The laws of the State of Georgia shall govern this Agreement and all disputes arising hereunder.
38. **Dispute Resolution Jurisdiction.** Any mediation regarding this Agreement and any disputes arising hereunder shall take place in the Metropolitan Atlanta area and any litigation regarding this Agreement and any disputes arising hereunder shall take place in the United States District Court for the Northern District of Georgia.

Executed, this ____ day of _____, 2008.

ARCHITECT

THE SALVATION ARMY, a Georgia corporation

By: _____

By: _____

Title: _____

Title: _____

{DATE}

RE: The Salvation Army of (city) , (state)
(Project address, if known, or "Address to be Determined" if not)

Dear {NAME OF COMMANDING OFFICER}:

I appreciate the chance to submit our professional services proposal for the above referenced project. I have based this proposal on our conversation, previous similar work, and other information provided.

We propose:

I. SCOPE OF WORK

- A. Program and Schematic Development: Clarify and refine needs based on stated adjustments to schematic itemized area plan provided and revised schematic plan meetings. Assist in determining preliminary budget within the stated limitation set by The Salvation Army at \$_____.
- B. Architectural Design Development (Preliminaries/ schematics): Develop preliminary site plan, floor plans (identifying function, capacity, square feet and dimensions of each area), exterior designs, and finishes with possible options, based on schematic design and budget finalized under "A" and consultation with Owner. Each area will be number coded (i.e., room #101) for easy reference. This system will be carried forward in future drawings as much as possible
- C. Any architectural drawings submitted in this phase will be in accordance with local codes and ordinances as well as ADA compliance. It is also understood that The Salvation Army has additional specifications that will be distributed at the pre-schematic meeting (see IV-C).
- D. That portion of prepared drawings and/or materials which can be used in the completion of the total design package (design development and working drawing) will be credited to The Salvation Army at the time of preparation of the Standard AIA Architectural Agreement.

II. SCHEDULE

Drawings as noted in Section I will be ready for review within _____ days of acceptance of terms in this letter agreement.

III. COMPENSATION

We would provide the previously outlined services for compensation as follows:

- A. A Maximum Fee of \$_____. (Schematic phase only) Total project will be billed at a rate of % of construction cost or a proportionate fixed fee. Payments in this phase will be applied to the total project cost when the AIA-B101-2007 is submitted.
- B. Reimbursable Expenses:
 - 1. Out-of-pocket costs for items such as travel, long distance, telephone calls, etc., living expenses, etc., if any, as approved in advance.
 - 2. Reproduction and distribution of Documents in excess of those necessary to produce the design work.
 - 3. Courier and delivery costs.
 - 4. Reimbursables not to exceed \$_____ without advance clearance from the owner.

{NAME}
 {DATE}
 Page 2

C. Additional Services

Additional services are those required beyond the scope of Basic Services. These will be performed following authorization of the Owner/Contractor. Compensation shall be in accordance with the hourly rate schedule if not negotiated otherwise prior to the performance of the Work.

1. Substantial increase in project scope.
2. Revisions to the schematic design documents due to modifications in project after performance of the Work, other than minor changes.
3. Construction cost estimates.
4. Record plans.
5. Hourly rates as follows:

Architect	
Designer	
Intern	
CADD Operator	
Clerical	

D. Payment

Payments for services rendered shall be received no later than thirty days from receipt of invoice.

IV. ARCHITECTURAL AGREEMENT

- A. Two copies of this agreement shall be executed by both parties. One copy with original signatures shall be retained by the owner and one copy with original signatures will be returned to the architect before services can be rendered.
- B. It is understood that Annex A, Standard Special Conditions for The Salvation Army, has been reviewed by this firm and will be acceptable as an integral part of the AIA-B101-2007 agreement when processed. (Include one of the following statements as applicable.)
 - (a) Attached is a copy of the AIA-B101-2007 document with proposed modifications and special conditions.
 - (b) No modifications or special conditions to the AIA-B101-2007 document are anticipated. It is further understood that any modifications or special conditions not herein indicated could endanger further work on this project.
- C. It is further understood that no work will be performed until such time as a pre-schematic meeting with the architect is conducted by a corporate representative of The Salvation Army or other authorized representative designated by the corporation.

V. LIMITATION OF LIABILITY

The Owner agrees to limit this firm's liability to the Owner and to all Construction Contractors and Sub-contractors on the project, until such time as this agreement is replaced by the Standard AIA Owner/Architectural Agreement.

{NAME}

{DATE}

Page 3

VI. OWNERSHIP OF DOCUMENTS

The architect agrees that the Schematic Design shall be the property of the owner and may be used for development and fund-raising purposes. Any re-use of the design for construction of other projects will be by permission of or with compensation to the architect.

VII. CONTRACTORS SAFETY AND PERFORMANCE

It is understood that the drawings as presented at this stage (Schematic) are not intended to be released for construction phase or working drawings.

It is further understood that no other work is authorized until such time as the full AIA-B101-2007 document is executed.

We are looking forward to the possibility of being of service, grateful for the opportunity to submit this proposal, and trust that the terms will meet with your approval.

If there are any questions regarding this proposal or you feel that we have misinterpreted the scope of work, please do not hesitate to call me.

Sincerely,

BY : _____ DATE: _____
(Architectural Firm)

Accepted by:

BY: _____ DATE: _____
The Salvation Army, A Georgia Corporation

APPENDIX B
INSURANCE AND BONDING REQUIREMENTS FOR CONTRACTORS

TERRITORIAL INSURANCE REQUIREMENTS FOR CONTRACTORS

PURPOSE: To protect the interest of The Salvation Army by making certain any contractor doing work for The Salvation Army is protected by insurance. Original insurance and bonding certificates must be forwarded to the Territorial Property Department prior to the commencement of any work.

INSURANCE: The contractor shall procure, at his own expense, the following insurance coverage based on the cost of the project.

**PERFORMANCE
AND PAYMENT**

BONDS: As per AIA document G612-1987, provided on AIA document A312-1984, in accordance with the requirements noted below and for the full value of the project.

	Projects \$500,000 or Less	Projects \$500,001 or More
OWNER'S PROTECTIVE LIABILITY INSURANCE Taken out in the name of The Salvation Army as per AIA document G705. <i>Bodily injury including death and property damage - combined single limit</i>	\$500,000	\$1,000,000
CONTRACTOR'S PUBLIC LIABILITY INSURANCE Taken out in the name of the contractor. <i>Bodily injury including death and property damage -combined limit</i>	\$500,000	\$1,000,000
CONTRACTOR'S PUBLIC LIABILITY INSURANCE Taken out in the name of the contractor. <i>Bodily injury including death and property damage - combined single limit</i>	\$500,000 each occurrence \$500,000 aggregate	\$1,000,000 each occurrence \$1,000,000 aggregate
BUILDER'S RISK INSURANCE Payable to the contractor and the owner, as their interest may appear, upon the entire structure and upon all materials in or adjacent thereto which are to be made part of the insured structure to 100% of the insurable valued thereof covering all risks.		
WORKER'S COMPENSATION INSURANCE Statutory worker's compensation insurance covering all employees of the contractor and any uninsured subcontractor.		
SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE Contractor shall require each of his subcontractors to procure and maintain during the life of his subcontract subcontractor's public liability and property damage insurance of the type and amount specified above.		

Before commencing any job, the contractor shall provide the Property department with satisfactory evidence that the above insurance is in effect. No payments will be made until these documents are received by the Territorial Property Department.

APPENDIX C
ACOUSTICAL GUIDELINES FOR SALVATION ARMY WORSHIP CENTERS

**THE SALVATION ARMY
USA SOUTHERN TERRITORY
ATLANTA GEORGIA**

Acoustical Guidelines for Salvation Army Worship Centers

***This document approved for national distribution through all territorial Property departments to divisional officers and architects.**

INTRODUCTION

Worship spaces designed for Salvation Army facilities should reflect the oft used cornerstone inscription which reads "dedicated to the glory of God." A "live" room can greatly unify the community of believers. The antithesis is a "dry" environment where outstanding homily and glorious music are doing battle with the acoustics. To this end, the designer seeks to effectively amalgamate architectural beauty with an aurally satisfying environment for worship. For the congregates, worship leaders can be heard throughout the room. Musical accompaniment, be it piano, organ, voices, band or rhythm section, do not overwhelm the congregational singing, but rather give undergirding support. In addition, the musicians giving support need to not only hear themselves, but the ensemble around them.

A "live" environment projects the support out into the worship space and uplifts the assembly, making the worship space a natural extension of the voice and instruments. Those leading worship need to be able to hear themselves and the congregation. The voice sounds natural and undistorted. Ideally it seems to emanate from the mouth of the speaker, rather than from loudspeakers in a ceiling or sidewalls. In essence, the question of "how a room will function?" needs to develop hand in hand with "how the room will look *and* sound?" To this end, the room is designed "to serve the service."

SITE PLANNING AND GENERAL LAYOUT CONSIDERATIONS

- A. **SITE PLANNING** - The site orientation of the chapel area should avoid high traffic noise levels from busy roadways as much as possible. If the exterior environment is noisy, use vestibules, corridors and gathering areas as buffer zones. In some extreme cases of exterior noise, special noise reducing techniques may be necessary in roof and window construction.
- B. **SOUND INSULATION CONSTRUCTION** - Budget for sound insulating construction between:
 - 1. Nursery/day care areas and the worship space
 - 2. Adjoining classrooms, kitchen and/or gymnasium
 - 3. Offices or areas where phones ring
 - 4. Nearby restrooms
 - 5. Around areas for counseling, where confidentiality is required

GENERAL ACOUSTICAL DESIGN CONSIDERATIONS

To achieve all-round satisfactory acoustics for a worship space, consider three elements:

- A. A high ceiling to *allow* for reverberation
- B. Avoiding unusual geometries to *avoid* sound diffusion
- C. Maintaining a *balance* between sound reflective and sound absorptive materials.
 - 1. **REVERBERATION** - The lingering of sound after its source stops is known as "reverberation." The time it takes for sound to decrease sixty decibels is its "reverberation time." Choral conductors maintain that half of quality sound in singing is about the room's acoustic. Beautiful music calls for a live space with a long reverberation time, as much as twice as long as speech. For good speech intelligibility the delay time should not be too long or too short. To compensate for the disparity in these two key acoustical requirements, it is best to plan for good musical reverberation and meet the needs of speech through a well conceived sound system reinforcement. If the congregation will be served by a sizeable instrumental ensemble, such as a brass band, praise band or even pipe organ, a high ceiling facilitates enough volume of

space for the music to blend and mix with a sufficient degree of clarity and richness. Choose not to compromise the ceiling height or volume (cubic dimension) of the worship space. A standard guideline is 350 cubic feet per seat.

2. SOUND DIFFUSION occurs when sound waves scatter upon striking irregular or angled reflective surfaces. The recommendation is to avoid unusual geometries.
3. SOUND REFLECTION occurs off hard surfaces. Careful selection of wall, floor and ceiling finishes, pews or chairs, cushions, draperies and even banners influence sound reflection. Sound absorption occurs when sound waves strike soft materials. The spoken word is most easily understood in a room which is not too live or reverberant. Further, speech should emanate from a single point source. Music, on the other hand, is served best by a reverberant, highly reflective acoustic which falls on the ear from many directions. The following suggestions help resolve this dichotomy:
 - a. Conserve sound energy in the "sending end" of the church by designing the space so that sound is directed into the seating area.
 - b. To enhance speech naturally (without amplification) create reflective surfaces near the pulpit area (on the sides or even overhead)
 - c. The floor should be sound reflective, so avoid carpeting platform areas. Carpet absorbs, rather than reflects sound and speech. Further, avoid absorptive seat pads on the platform.
 - d. Wall surfaces and ceiling materials, especially in the platform area, as well as out, over and around the worshipers should be hard and sound reflecting. Music sounds best when the listeners are immersed in the sound direct from its source. The sound is enhanced by many reflections from the sides and rear.
 - e. The sound reinforcement system should have a central loud speaker cluster which gives uniform directionality and naturalness to the sound. In a live environment designed for music, speech intelligibility is best maintained with a full range sound system operated at low level.
 - f. Providing fifty cubic feet of general space for each square foot of absorptive space is a good parameter to producing a good "live environment". This must take into account the amount of major absorption, i.e. from carpet and seat cushions, which are best avoided for good reflection.
 - g. The space for accompanying instruments, including keyboards, should be as close together as possible and obviously within functional proximity of the area set aside for the vocalists. Nearby reflective surfaces help choir and band members to hear each other, unifying their tone and ensemble, while projecting the sound forward.

MECHANICAL SYSTEMS

A strong acoustical environment can be thwarted by a "roaring" heating and ventilating system. All the mechanical systems, HVAC, lighting, and plumbing should be designed for control of noise. Mechanical engineers identify noise levels in units of Noise Criteria, abbreviated NC. An ideal NC number for a quiet worship space is NC-20. Anything higher than an NC-25 should be considered unacceptable.

SOUND REINFORCEMENT

It is short-sighted and poor economy to show great concern for the acoustics of the worship space and then equip it with a lackluster sound system that negates that space's natural resonance. Often congregations complain about the acoustics of their chapel and yet they really have in mind an inadequate sound system. Keep in mind, first of all, the "natural acoustics" of your space and then consider the desired "reinforced sound."

Worship spaces require sound systems that are planned by representative worship leaders and a knowledgeable audio engineer consultant who has wide experience in installing such systems. It is counterproductive to make sound reinforcement an afterthought in the design or budget phase. Consider if the sound system is to be bid through the architect and/or electrical engineer, directly by the congregation, and/or negotiated with a vendor who has proven experience. Request a measurable performance specification which guarantees performance (for example, "plus or minus two or three decibels over the full frequency at each seat").

A satisfactory sound system bid should include:

A statement of type of system being used and a block diagram of the components, including the location of speakers, mike inputs, monitor speakers, controls and any other electronic equipment (i.e. audio inputs to video feeds).

In order to facilitate this:

1. The representative leaders should assist in designating the number of microphones (including wireless) and microphone feeds needed. Be specific-how many mikes and cables suspended from ceiling (i.e. for choir reinforcement), how many on floor stands, at the pulpit, near the altar, and whether for speech or music.
2. Determine in the design phase the location of the loudspeakers and required monitors. Consider that some congregations like to monitor the sound into nursery and gathering spaces. Conduit and cable installed during construction for these needs is obviously more cost effective than later. Be sure that monitor loudspeakers in these areas have their own on/off and volume control.
3. Based on the mike and speaker needs, determine the size and kind of board that will be required. Locate the control panel within the worship space, where the sound operator can both hear and see. In many cases, a cabinet will need to be purchased for security reasons. Include provision for cassette and CD playback, as well as an equalizer and feedback stabilizer. Operating the sound from an isolated room on headphones and watching on a video monitor is not ideal. Worse is locating the controls in a back room or closet. The system should be even from 40 to 15,000 hertz or higher to give quality replay of musical instruments and tapes. Using a number of electronic instruments, i.e. in a praise band, creates a special requirement for the sound system, which must reproduce a full frequency range with high power output. Using a sub-master mixer on the platform routes the amplified sound through the main system for better overall control in the room, rather than the use of numerous smaller individual amplifiers and speakers.

Other general guidelines on sound reinforcement:

1. As a rule, the system will sound and operate best at low levels. Ideally the listener is not aware of the sound reinforcement. Feedback is generally caused by improper mike or speaker placement, inaccurate equalization or over-driving the volume. Wise placement of the above and use of a feedback stabilizer can assist with these concerns.
2. Strive for "point source identification," where the sound seems to come from the speaker or singer, not from the sides or above. A test is to close one's eyes and locate the sound source.
3. Loudspeakers for electronic instruments and rhythm instruments tend to be directional. These must be carefully located to fill the space with a less directional effect. Carefully positioned monitor speakers give worship leaders and vocalists instrumental support without overpowering the choir or congregation.

OTHER SPATIAL CONSIDERATIONS

1. **PROJECTION SCREEN** - Many congregations are projecting lyrics and video clips, as well as Scripture texts and sermon outlines from overhead projector or computer presentations programs. The projection screen needs to be placed strategically to allow maximum visibility and avoid blocking views of platform areas or instrumentalists and singers. It may be necessary to plan for auxiliary video feeds to monitor the lyric or video images for those on the platform facing the congregation without a sight line for the screen. In addition, projector placement needs to be planned. Distance and accessibility for hookup to the video and audio feeds should be considered in the advanced planning.
2. **KEYBOARD PLACEMENT** - In many settings, the pianist in the church setting is principally an accompanist for the singing and choir. The principal keyboard, usually the acoustic piano, needs to be located for easy visual access to the pulpit, choir and/or worship team and congregation. The leader in the pulpit should never have to turn around to have eye contact with the keyboardist. Also, this keyboard needs to be close enough to work with the praise or brass band.
3. **CHOIR PLACEMENT** - In many Salvation Army worship facilities, seats are not provided on the platform for the choir. A satisfactory plan for good visual and aural projection is to use steps across the front of the platform. If the choir will sit on the platform, the use of stepped platforms will facilitate ease of vision and voice projection. In both cases, avoid absorptive carpets and seat pads. In larger halls, consideration to using auxiliary overhead hung amplification could be made in the sound reinforcement planning. This reinforcement would also be monitored to the worship band.
4. **SACRED DANCE** - Some congregations use sacred dance or mime ensembles in worship. Sufficient space and a hard surface floor are preferred by dancers. This area needs to be raised for visibility, without the visual interference of modesty rails, for instance. At the same time, the designer needs to consider primary accessibility to the altar benches and holiness table for prayer, as well as placement of the pulpit and modesty rails and other accompanying musicians.

5. MUSIC REHEARSAL AND STORAGE AREAS - The rooms designated for storage of instruments and music must be convenient, secure and adequate. This should be carefully planned for with the music director. Instrumentalists will need proper size lockers. Plan for storage slots for folders, as well as plenty of storage space for music cabinets. If the room is intended to also function as a rehearsal room, use a general parameter of a minimum ceiling height of no less than sixteen feet, with an area of twenty to thirty square feet per musician. This will produce an adequate volume area in the room for the sound to mix and the musicians to hear adequate detail.
6. BANNERS and other objects of art can influence acoustics. In a good space, make these of sound transparent materials which will not block the passage of sound. In too live a space they should be made of velour, lined with felt, and hung ten to twelve inches from the wall to make them effective absorbers.

By Harold Burgmayer, B. Arch., D.M.A. based on the booklet "Worship Space Acoustics" by Dr. Harold Geerdes. A great deal of the above is excerpted from that document with permission.

Issued by the authority of
The Territorial Commander
CC: October 2001 (pp. 69 -73)
TFC: December 2001

Colonel Gary Herndon
Chief Secretary

APPENDIX D
CORNERSTONES, DEDICATION/MEMORIAL PLAQUES, AND SIGNAGE

**THE SALVATION ARMY
USA SOUTHERN TERRITORY
ATLANTA GEORGIA**

TERRITORIAL MINUTE – 18A

**CORNERSTONES, DEDICATION/MEMORIAL PLAQUES, AND
EXTERIOR SIGNS ON SALVATION ARMY BUILDINGS**

I. CORNERSTONES

A cornerstone may be included on the exterior of new Salvation Army buildings at the time of construction. When a cornerstone is included, no other exterior plaque shall be permitted. All "copy" for cornerstones shall be submitted for approval through divisional or departmental channels to the territorial property council prior to placing the order for the cornerstone.

The wording on the cornerstone shall include the inscription "DEDICATED TO THE GLORY OF GOD AND SERVICE TO PEOPLE."

When a leading Salvation Army officer from divisional headquarters or from territorial, national, or International Headquarters dedicates the building, his/her name may be included on the cornerstone, along with the name of the divisional commander or adult rehabilitation centers commander and the corps officers or administrator. (See Example #1.)

Recommended size of cornerstone is 24 inches by 13 1/4 inches by 7 5/8 inches. A metal time box may be included. Recommended size for the time box is 12 1/4 inches by 10 inches by 4 inches.

The architect shall specify location and design in accordance with Salvation Army policy. The local advisory board shall make recommendation before review and approval of divisional and/or territorial boards or councils.

II. EXTERIOR PLAQUES

A commemoration or dedication plaque may be affixed on the exterior of a Salvation Army building in lieu of a corner stone. No other exterior plaque shall be permitted. All "copy" for dedication plaques shall be submitted for approval through divisional or departmental channels to the territorial property council prior to placing the order for the plaque.

The wording on dedication plaques shall include the inscription "DEDICATED TO THE GLORY OF GOD AND SERVICE TO PEOPLE".

- A. When a distinguished citizen or prominent official participates in the dedication ceremonies, his/her name may be included on the dedication plaque, along with the name of the divisional commander or adult rehabilitation centers commander and the corps officers or administrator. (See Example #2.)
- B. When a leading Salvation Army officer from divisional headquarters or from territorial, national, or International Headquarters will be present for the dedication, his/her name may be included on the plaque. (See Example #3.)
- C. When requested by the local advisory board, names of advisory board officers and/or names of all advisory board members may be included on the plaque.

Suggested size for exterior dedication plaques is 15 inches by 18 inches. On new buildings or on major alterations or additions, the architect shall specify location and design in accordance with Salvation Army policy. The local advisory board shall make recommendations before presentation to divisional and/or territorial boards or councils.

III. INTERIOR PLAQUES

A commemoration or dedication plaque may be affixed on an interior wall of a Salvation Army building. All "copy" for dedication plaques shall be submitted for approval through divisional or departmental channels to the territorial property council prior to placing the order for the plaque.

The wording on interior dedication plaques shall include the inscription "DEDICATED TO THE GLORY OF GOD AND SERVICE TO PEOPLE".

- A. When a distinguished citizen or prominent official participates in the dedication ceremonies, his/her name may be included on the dedication plaque, along with the name of the divisional commander or adult rehabilitation centers commander and the corps officers or administrator. (See Example #2.)
- B. When a leading Salvation Army officer from divisional headquarters or from territorial, national, or International Headquarters will be present for the dedication, his/her name may be included on the plaque. (See Example #3.)
- C. When requested by the local advisory board, names of advisory board officers and/or names of all advisory board members may be included on the plaque. Suggested size for interior dedication plaques is 15 inches by 18 inches. When the building has been approved as a "memorial" by the board of trustees, a single memorial plaque may be installed in a prominent interior location. The size shall not exceed 12 inches by 16 inches.

All other interior plaques designating memorial gifts, sponsorships, etc. shall not exceed the size of 6 inches by 9 inches. These should be kept to an absolute minimum, thereby recognizing the more appropriate memorials and/or donors. In some instances a single larger plaque may be appropriate on which the names of all large donors may be inscribed. A Book of Remembrance or of Memory might be considered as well. Wording must be recommended by the local advisory board and submitted through divisional or departmental channels for approval of the territorial property council. The architect shall specify location and design in accordance with Salvation Army policy.

IV. EXTERIOR SIGNS

Exterior signs, symbols, architectural lettering, program and directory boards, whether illuminated or not, shall be designed and located in accordance with local building codes both on new buildings and when added to existing facilities. (See Example #5.)

"The Salvation Army" must be prominent on all our buildings and clearly seen from every possible vantage point. Use of the red shield and/or The Salvation Army crest must conform to Minute No. 18. Size and style of exterior signs is subject to local ordinances.

All wording and design for exterior signs, symbols, architectural lettering, program and directory boards, etc., shall be submitted to the territorial property council after recommendation of the local advisory board and divisional or departmental boards or councils.

When construction of the building is financed by the Department of Housing and Urban Development ("HUD"), it should be clearly understood that "The Salvation Army" is a part of the name and must be included on exterior signs, dedication plaques, and cornerstones. (See Example #4.)

Corps building must be identified with appropriate signage which includes the following description:

**THE SALVATION ARMY
CENTER FOR WORSHIP AND SERVICE**

Exceptions to the above wording will be considered as exterior signs are presented to the property council for approval. The new signage applies only to signs installed after the date of this minute, although signs may be changed if desired.

The word "church" may not be used on any outdoor signs on corps community centers. Also subject to approval by the property council as indicated above,:

- A. An exterior sign which reads "CHAPEL" may be installed at the entrance which leads to the congregational worship area.
- B. An outdoor bulletin board listing the schedule of worship services may be erected on corps building property.
- C. A cross may be included in the signage on the corps building or appear at the chapel entrance, to emphasize that the Army is an integral part of the church of Jesus Christ and that the local building is a place of worship.
- D. Other entrances to the corps building may be marked according to specific purposes, i.e., "COMMUNITY CENTER", "SOCIAL SERVICES", "DAY CARE CENTER", and designated with the red shield.

On new buildings or major alterations or additions, the architect shall specify location and design in accordance with Salvation Army policy.

V. THRIFT STORE EXTERIOR SIGNS

From November 1, 2006, all exterior thrift store signs will be changed from The Salvation Army Thrift Store and be replaced by The Salvation Army Family Store, as new signs are made or old signs replaced.

**THE SALVATION ARMY
FAMILY STORE**



EXAMPLE #1 - Simple Cornerstone Inscription

HE SALVATION ARMY (OR CREST)
DEDICATED TO THE GLORY OF GOD AND SERVICE TO PEOPLE
(DATE)
BY _____ (rank and name)
TERRITORIAL COMMANDER (Position)
(rank and name) DIVISIONAL COMMANDER/ADULT REHABILITATION CENTERS COMMANDER
(rank and name), CORPS OFFICERS/ADMINISTRATOR

EXAMPLE #2 - Dedication Plaque

THE SALVATION ARMY (OR CREST)
(name) CORPS COMMUNITY CENTER
OPENED BY THE HONORABLE GOVERNOR _____ (name)
(DATE)
DEDICATED TO THE GLORY OF GOD AND SERVICE TO PEOPLE
BY _____ (rank and name)
TERRITORIAL COMMANDER (position)
(rank and name), DIVISIONAL COMMANDER
(rank and name), CORPS OFFICERS/ADMINISTRATOR

EXAMPLE #3 - Dedication Plaque

THE SALVATION ARMY (OR CREST)

(name) CORPS COMMUNITY CENTER

OPENED BY THE HONORABLE GOVERNOR (name)

(DATE)

DEDICATED TO THE GLORY OF GOD AND SERVICE TO PEOPLE

BY (rank and name)

TERRITORIAL COMMANDER (position)

(rank and name), DIVISIONAL COMMANDER

(rank and name), PROPERTY SECRETARY

(rank and name), CORPS OFFICERS

EXAMPLE #4 - Cornerstone or Dedication Plaque

THE SALVATION ARMY

WILLIAM BOOTH TOWERS

DEDICATED TO THE GLORY OF GOD AND SERVICE TO PEOPLE

(DATE)

BY (rank and name)

NATIONAL COMMANDER

(rank and name), TERRITORIAL COMMANDER

(rank and name), DIVISIONAL COMMANDER

EXAMPLE #5 - Exterior Signs

THE SALVATION ARMY
WILLIAM BOOTH TOWERS

THE SALVATION ARMY
CENTER FOR WORSHIP AND SERVICE*

THE SALVATION ARMY
SOCIAL SERVICES CENTER

THE SALVATION ARMY
ADULT REHABILITATION CENTER

THE SALVATION ARMY
BOYS AND GIRLS CLUB

*Note: Subject to the provisions of §IV--Exterior Signs as specified above.

Issued by the Authority of
the Territorial Commander
CC: May 2006 (p197)
TFC: October 31, 2006

Lt. Colonel David Jeffrey
Chief Secretary

APPENDIX E
DESIGN STANDARDS FOR SALVATION ARMY RESIDENTIAL PROGRAMS



Design Standards For Salvation Army Residential Programs



Design

- Separation of programs must be given careful consideration. Programs such as transitional housing, crisis housing, corrections programs, and rehabilitation centers may all have separate criteria which must be considered. It is important to know which must or should have separate sleeping and eating arrangements
- The standards for these facilities are obtained from The Salvation Army National Social Services Standards and the Southern Territory Social Service Standards. Where there is difference between the two, the more stringent shall apply. Likewise, where local codes differ, the more stringent shall apply.

Intake

- Separation of program clientele should be controlled at the point of intake so that program clients do not breach security en route to their respective areas. For example, men should not have to pass through the women's areas on the way to the men's areas.

Security

- Security is a primary concern, especially between men's and women's areas. Design must consider good visual control.
- Emergency exits should be alarmed from the inside while providing no access from the exterior.
- Elevator and stair access should be monitored and controlled.
- Electronic monitoring from a central location should supplement human surveillance in large programs.

Sleeping Areas

- Ceiling height in dormitories is to be a minimum of 9'.
- Ceilings in dormitories and client rooms are to be solid, not laid in or suspended.
- Walls are to be CMU or comparable wallboard such as FiberBond. While CMU is the preferred product for this area, the FiberBond or equivalent will be considered to complement design.
- Semi-gloss paint or better is required for dormitories and other high maintenance areas. No flat or eggshell surfaces are to be used in temporary housing areas.
- Single occupancy bedrooms must be a minimum of 100 square feet.
- Dormitories and multiple person bedrooms must have a minimum of 50 square feet per bed. Bunk beds are generally not approved and no triple bunks will be allowed.) Double bunks must have prescribed safety standards including guard rails and ladders. Minimum square footage requirements must be maintained.
- There must be 42 linear inches between beds.
- Space must be designed for beds of 30" minimum width although 36" is recommended.
- Isolation room should be provided for health precautions. Consideration must be given as it relates to separation of men's and women's programs as well as the number of occupants.

- All sleeping rooms must open directly into exit corridors.
- All sleeping quarters must be on exterior walls.
- All sleeping rooms and corridors must be equipped with smoke detectors.
- There must be adequate outside light and ventilation. Clerestory windows are preferred in dormitories where code allows.
- Minimize the use of operable windows where code allows.
- Upper story windows should have protective bars or screens.
- Lockers or secured storage space should be provided for clients in long-term housing.

Kitchen/Dining Areas

- Designed for good traffic flow. Separate serving and dish return areas must be provided to eliminate congestion.
- Separate exterior door must be provided for deliveries and trash removal. These doors must have easy access to/from kitchen area.
- There should be direct access from kitchen into the dining area.
- Enclosed dry goods storage must be provided.
- Walk-in freezer is to be accessed through walk-in refrigerator.
- Range is to have fire suppression system qualifying by local code.
- Design should allow for securing kitchen from unauthorized access.
- Drawings must include separate cut sheet of kitchen drawn at 1/4' scale showing the placement of equipment with a numbered legend (Design Development phase).
- Dining room capacity must be based on 15 square feet per person.
- Size should consider controlled or monitored entrances from various program areas.
- Design should consider controlled or monitored entrances from various program areas.

Bath Facilities

- Toilets/urinals, showers, lavatories are to be provided at a minimum ratio of 1:8. The only exception to this ratio is Federal Corrections Standards requiring 1:6 ratio for lavatories.
- Tub/shower combinations should be provided in family units.
- At least one tub is preferred in bathing areas serving women and children.
- Lavatories are to be in counters with angle iron supports or supporting cabinets and should be vandal resistant.
- Shower heads to be flush mounted and vandal resistant. No "goose neck" shower heads are to be used.

- Shower rooms should include a dressing or dry area.
- Timed shower units in dormitories may prove cost-effective where budget allows.
- Shared restrooms in family units, semi-private rooms, etc. should isolate lavatories from toilets where possible to allow for greater flexibility.

Lounges/Play Areas

- A separate lounge for each program area should be provided. The lounge size should be based on 30 square feet per person on projected average use.
- Long-term housing programs should have activity or recreation space.
- Family or children's units should consider a separate play area both inside and outside the facility. This may be combined in family lounge.
- A water fountain should be provided in each lounge area.



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**The Salvation Army
USA Southern Territory
Atlanta Georgia**

THQ Minute No. 419

Territorial Effective: 09/08/2020

Acquisition and Capitalization of Real Estate – Statement of Policies and Procedures

INTRODUCTION

This minute describes the accounting procedures used in USA Southern Territory for the acquisition and capitalization of real estate into the territorial ledgers of record according to GAAP. It is the companion to Minute 019 *Acquisition and Capitalization of Real Estate - Statement of Policies* which states the underlying general policies of the territory for recognition of these transactions.

A. SOUTHERN TERRITORIAL REAL ESTATE LEDGER - ACCOUNT DEFINITIONS AND GENERAL METHODOLOGY

This section provides definitions of the standard accounts in the Real Estate ledger for each property. Each property may contain one or more contiguous land parcels and one or more structures. It describes the procedures for entering capital expenditures and deletions contemporaneously with property transactions.

This section is included so that later references to real estate accounting in following sections, which vary according to the type of transaction, can be understood in the context of each section.

1. REAL ESTATE LEDGER - ACCOUNT STRUCTURE, DEFINITIONS AND FUNCTION

a. Each account in the Real Estate ledger begins with one of the following three-digit codes (RXX-xxx-xxxx-xx-xxxxxx):

- i. R02 - Notes and Mortgages Associated with Real Estate
- ii. R03 - Unrestricted Real Estate
- iii. R04 - Temporarily Restricted Real Estate

All Construction in Progress payments are recorded in Temporarily Restricted Real Estate (R04) when funded by temporarily restricted funding. Real estate purchased from temporarily restricted funds significantly in advance of placing the property in service are also recorded into Temporarily Restricted Real Estate. When the building is placed in service, defined as being substantially complete

and transferred to the Army's Risk Management coverage, the accumulated capital costs are transferred from Temporarily Restricted (R04) Real Estate and/or Construction in Progress to Unrestricted Real Estate (R03).

All other capital costs are recorded in the appropriate Unrestricted Real Estate or Construction in Progress accounts, beginning with initial capitalization and continuing with each subsequent expenditure.

b. All real estate accounts are delineated by the company within the command unit to which the property is assigned - THQ, EBC, DHQ, Area Command, ARC Center or Corps. This 7-digit number is the last segment of the account code (xxx-xxx-xxxxxx-xx-8000000).

c. Within each company all accounts associated with each property are delineated by a sequential three-digit number, 001, 002, 003, etc. in the second segment, with each new property in that company assigned the next available number (xxx001-xxxx-xx-xxxxxx).

d. A property may consist of more than one contiguous parcel of land and more than one structure. This gather all contiguous land pieces into one property with separate accounting for each structure on that combined property. Each land parcel and each separate structure is delineated by a three-digit sequential number in the fourth segment, 001, 002, 003, etc. (xxx-xxx-xxxx-001-xxxxxx). Each land parcel has the three basic land accounts and each structure has the five basic building accounts (see below). Buildings may also utilize one or more of the special accounts (see paragraph g below) when applicable. When such property is replatted into one parcel, then the accounts in the separate parcels are combined into the accounts in parcel 001. The sets of separate building accounts remain separate throughout the life of each building.

e. The type and function of an account are delineated by the four-digit third field in conjunction with the two-digit fifth field (xxx-xxx-1810-xx-50-xxxxxx). The three standard accounts for each land parcel are:

- i. 1810-xxx-50 - Land Acquisition - Capital costs connected with the purchase of land or the acceptance of land by donation.
- ii. 1810-xxx-55 - Land Improvements - Capital costs for improvements to the land that are either in addition to acquisition costs or occur after the acquisition.
- iii. 1810-xxx-60 - Land Sold - Credits for the total or partial sale of land, relative to its original cost, including easements that reduce the area owned by The Salvation Army.

f. The five standard sub-accounts for each structure are:

f. The five standard sub-accounts for each structure are:

- i. 1820-xxx-50 - Building Acquisition - Capital costs connected with purchase of a building or the acceptance of a donated building.
- ii. 1820-xxx-51 - Building Construction - Capital costs connected with construction of a building or major addition to an existing building.
- iii. 1820-xxx-55 - Building Improvements - Capital costs of improvements to a building after acquisition or construction, plus the costs of specific systems installed later for the first time and asbestos/mold removal and remediation.
- iv. 1820-xxx-60 - Building Sold/Demolished - Credit account for historical cost of buildings sold or demolished.
- v. 1829-xxx-59 - Building Depreciation - Accumulated depreciation on total historic costs at the approved rate. An automated entry is made to each of these accounts at the annual fiscal closing which is based on the total of the preceding four accounts for Unrestricted Real Estate only.

g. Six more standard sub-accounts are used only as needed and are connected by property number and building number to the structure to which they apply. They are:

- i. 1830-xxx-51 - Construction in Progress - Capital costs connected with building construction from the planning stage through substantial completion and occupancy.
- ii. 1828-xxx-60 - HUD Encumbrance - Credit account for funding from HUD for construction or purchase of a building. This constitutes a program requirement lien against the property. The amortization of the lien is specific to each property and depends on each HUD contract's terms. This includes only properties built with assets of The Salvation Army, a Georgia Corporation, not those held in separate Salvation Army corporations.
- iii. 2630-xxx-71 - Notes Payable Acquired - Credit account for the recording of loan principal of demand notes borrowed for property purchase or construction.
- iv. 2630-xxx-72 - Notes Payable Reduced - Debit account for recording principal reductions of demand notes borrowed for property purchase or construction.
- v. 2640-xxx-71 - Mortgages Payable Acquired - Credit account for recording loan principal of mortgages borrowed for property purchase or construction.
- vi. 2640-xxx-72 - Mortgages Payable Reduced - Debit account for recording principal reductions of mortgages borrowed for property purchase or construction.

h. Fund balances for the Real Estate ledger are maintained in seven accounts, which are rebalanced at the closing to reflect the total in all related accounts in each category. These are:

i. Four credit accounts:

1. Unrestricted Real Estate - Net Assets

1. Unrestricted Real Estate - Net Assets
 2. Temporarily Restricted Real Estate - Net Assets
 3. Unrestricted Construction in Progress - Net Assets iv
 4. Temporarily Restricted Construction in Progress - Net Assets
- ii. Three debit accounts:
1. HUD Encumbrances - Net Liability (Contra)
 2. Internal/External Loans - Net Liability (Contra)
 3. Accumulated Depreciation - (Contra)

2. REAL ESTATE LEDGER - ACCOUNTING PROCEDURES

a. The Territorial Headquarters Real Estate ledger is the sole book of original entry for capital cost components of every transaction connected to any Salvation Army property in the Southern Territory

b. Entries into the Real Estate ledger most commonly occur because of processing at Territorial Headquarters of direct payments or reimbursements and receipt of sale proceeds for any approved property proposal. Payments in whatever form are recognized by a balanced set of entries in the Real Estate ledger recording the capital portion of each payment to the correct capital account(s) and the offsetting real estate asset account(s). These entries are in addition to whatever source(s) are being debited for the payment. The same coding is used for receipts for refunds or sales proceeds for the sale of all or part of the property (See below for Deletion from Capital).

c. The amount of capital cost often equals the total payment. However, there are several common instances in which that is not the case. In these instances, further accounting entries need to be made in the unit accounting ledgers or at the command level. Some common instances are:

- i. Portions of invoices for furnishings and equipment under the capitalization threshold of \$10,000, or other non-capital expenses approved to be funded in the proposal. These are identified by the command unit within the coding of each payment and recorded in the ledger of the unit to which the property is assigned, in the correct object code and in accordance with the functional accounting in that unit.
- ii. Other portions of the invoice may be for individual items of free-standing furnishings and equipment costing more than \$10,000 per item. These are identified by the command unit within the coding of the payment and recorded in the command ledger of fixed assets and vehicles so that depreciation expenses are shown in the accounting for the unit to which the property is assigned in accordance with the functional accounting in that unit.
- iii. Usually during the purchase or construction of a property, there are related

- expenses that precede either the purchase closing or the beginning of construction. Some of these may be reimbursed by funds held at THQ and others paid locally with no reimbursement prior to closing or beginning of construction. Since none of these can be capitalized unless the purchase or construction takes place, these costs must be included for capitalization as early as possible in the payment process after closing or start of construction. Therefore, copies of all such previous expenses should be attached either to the request for payment of the purchase price at closing or the payment of the contractor's first submission. These previous expenses are added to the payment request at hand and recorded in the Real Estate ledger, making the R-fund entries on the payment greater than the amount of the current request and bringing capitalization up-to-date with that payment.
- d. Advanced invoices submitted separately after first capital payments are recorded either as capital entries to later construction payments or a separate journal.
 - e. If a proposal is not pursued, all preparatory payments must be recorded in the ledger of the unit to which the property is assigned in the correct object code and in accordance with the functional accounting in that unit.
 - f. Credit amounts on closing statements for various taxes and assessments unpaid by the seller for the portion of the year up to the closing will not be deducted from the capital cost of the property because they are a transfer of funds to The Salvation Army to cover operating costs for these taxes in the first year of ownership. These credit amounts will be sent to the command headquarters, where they are to be recorded as credits in the unit's Property I & E accounts.

3. DOCUMENTATION OF INITIAL CAPITALIZATION

- a. Whenever entries are made on a check or receipt that add or remove a property or structure for the first time, they must be documented on a journal form that includes supporting final documents and a detailed explanation for all journal entries. When transferring Construction in Progress into Building Construction, the journal itself will be the transaction recorded in the Real Estate ledger. These journals will be headed: *Addition to Capital or Deletion from Capital*.
- b. These transactions are to be included on the next agenda of the Property Council and sent to the Risk Management Secretary for insurance coverage. They will also be filed in the Property Department permanent files, in which historic capitalization and deletion forms are retained.
- c. The following are the events and documents which most commonly initiate these journals:
 - i. Purchase of Property - Closing statement plus all expenses not yet capitalized.

- ii. Sale of Property - Receipt of sale proceeds with closing statement.
- iii. New construction - Letter of substantial completion or certificate of occupancy.

d. In construction projects capital construction costs continue for some time after the building is placed in service. For purchase of property, approved repairs and land improvements often occur after closing. These are added to the total capital cost as they occur, but the initial addition to capital will not be delayed because of them.

e Details on the Deletion from Capital journals show the net gain or loss on the sale. The gain or loss is recorded in the unit's ledger.

B. PROPERTY PROPOSALS - TYPES AND PROCESSES

The following sections specify applications of these accounting processes for the various major types of property proposals, including the correct recording of capital costs. The principles and processes apply to all types of property transactions.

1. PURCHASE OF PROPERTY TO BE PLACED IN SERVICE

a. REQUIREMENTS FOR PROPOSAL

Proposals for purchase of land and/or buildings must be submitted to the Territorial Property Department with the following documents for presentation to the Property Council for approval:

- i. Property Proposal Form (PD-1)
- ii. Approved program study for new or expanded programs
- iii. Advisory Board/Advisory Council minutes
- iv. Corps Council minutes where applicable
- v. Command Finance Board recommendation
- vi. Capital Campaign Report (CAP-12) where applicable
- vii. Most recent fiscal year financial report (unit and program where applicable)
- viii. Certified appraisal or two realtor's opinions (including, if possible, appraisal values of land and each separate structure)³
- x. Dates and amounts of prior sales of property.
- xi. Map showing location of property. Indicate by address any Salvation Army property which adjoins, without intervening non-Army property, the proposed site.
- xii. Photographs of land and/or buildings from four-sides and answers to the following questions:³
- xiii. What is the number of separate structures?
- xiv. Which structures are intended to be demolished within one year of

- xiv. Which structures are intended to be demolished within one year of purchase?
- xv. For each remaining structure, what is the proposed program use?
- xvi. Does each structure meet Americans with Disabilities Act (ADA) Standards for its intended use?
- xvii. Floor plan with room dimensions for each structure not demolished
- xviii. Phase I Environmental Study²
- xix. Phase II Environmental Study if need is indicated by Phase I²
- xx. The following inspections for each structure:
 - 1. Structural engineer inspection report¹
 - 2. Indoor air quality inspection (mold, allergens etc.)¹
 - 3. Roof inspection¹
 - 4. Major mechanical systems inspection (HVAC)¹
 - 5. Plumbing inspection¹
 - 6. Electrical inspection¹
 - 7. Elevator inspection¹
- xxi. If a purchase of land only, supply the following:
 - 1. Test borings²
 - 2. Show zoning allows proposed use of property²
 - 3. Submit zoning variances where needed.²
 - 4. Survey plat of land²
 - 5. Copy of easements and/or restrictive covenants on the land.²
- xxii. Sales contract (3 originals)
- xxiii. Budget for total expenses, including:
 - 1. Purchase price³
 - 2. Closing costs³
 - 3. Renovations and repairs after purchase¹
 - 4. Land improvements (fencing, paving, etc.) after purchase²
 - 5. Furnishings and equipment
 - 6. Contingencies
- xxiv. Budget for total funding:
 - 1. Account names, numbers and amounts totaling at least 1/3 of total expenses
 - 2. Plan for funding cash shortfall (loans, pledges, etc.), including cost of financing.

Footnotes

¹ These expenses are capitalized as Building Acquisition costs at time of actual purchase or Building Improvement costs subsequent to purchase.

² These expenses are capitalized as Land Acquisition costs at time of actual

purchase or Land Improvement costs subsequent to purchase.

³ These expenses are capitalized either as Land Acquisition or Building Acquisition costs or allocated between Land and Building at the time of purchase depending on the nature of the property. If all the structures are to be demolished, they are charged directly to Land Acquisition costs.

In order to incur minimal costs in determining if property is suitable for purchase for the intended use, a property requisition may be presented outlining the general intent of the eventual proposal and requesting approval of such preliminary reports such as certified appraisal, Phase I Environmental Study, and zoning restrictions. If the property proceeds to a final purchase these costs will be capitalized as shown above. If not, the unit will recognize these costs as operating expenses.

b. REQUIRED DOCUMENTS AFTER PROPOSAL APPROVAL

i. At time of closing:

- 1 Closing statement prepared by attorney submitted with request for net purchase cost
- 2 Final closing statement (Original)
- 3 Title Insurance (preferred) or abstract with title opinion
- 4 Notification of Risk Management Department for insurance coverage on day of settlement

ii. As soon as possible after closing but not later than 30 days to THQ:

1. Warranty deed conveying property to The Salvation Army, recorded at the courthouse.
2. Tax exemption assurance in writing
3. Loan documents, where applicable. If using the current territorial line of credit process THQ arranges for the loan:
 - A) Note
 - B) Mortgage deed/deed to secure debt.
 - C) Amortization schedule
 - D) Name and address of mortgagee

c. CAPITAL EXPENDITURES

All capital costs associated with these properties are recorded in the Real Estate ledger beginning from the date of purchase including all previous capital costs in Section B.1.a. These entries are made when reimbursements or direct payments are made from THQ or on the submission of invoices paid from other sources. The following is a list of eligible capital costs, grouped by Real Estate ledger categories:

- i. Land and/or Building Acquisition (depending on if there are structures on the property):
 - 1. All capital costs in proposal preparation (See Section B.1.a) Copies of invoices are to be attached to the closing statement for inclusion with the purchase costs.
 - 2. Environmental or asbestos/mold abatement costs before or immediately after purchase (Otherwise Building Improvement)
 - 3. Contract sales price – This is allocated between Land and Building Acquisition in ratio of appraisal, or 15% to Land, or 100% to Land if there are no structures or if they are being demolished.
 - 4. Settlement charges per closing statement
 - 5. Attorney fees
 - 6. Title insurance/title search
 - 7. Deed recording fee and transfer tax
 - 8. Third-party commissions and brokerage fees
 - 9. Taxes, assessments and fees paid by seller in advance
 - 10. Repairs necessary to make the property secure or habitable.
- ii. Land Improvements
 - 1. Landscaping
 - 2. Fencing
 - 3. Paving
 - 4. Grading
- iii. Building Improvements
 - 1. New systems (phone, alarm, etc.)
 - 2. Renovations or remodeling at time of purchase.
 - 3. Plans and blueprints for renovations
- iv. Any item of equipment costing more than \$10,000 is recorded in the unit's general operating ledger as a capital equipment asset and depreciated over its useful life.
- v. Demolition costs are treated in various ways according to the situation:
 - 1. If a structure is torn down at the time of purchase or shortly thereafter, the entire building cost plus demolition cost charged to Land Acquisition.

2. If a structure is torn down within one year of purchase or has not been placed in service, the entire amount originally charged to Building Acquisition is transferred to Land Improvements with costs of demolition added.

3. If a structure is placed in service for more than a year and is then demolished, the cost of the building net of its accumulated depreciation is written off as a loss on sale of real estate in the consolidation accounts of the local unit. The demolition costs are charged to Land Improvements.

d. NON-CAPITAL EXPENDITURES

i. Credits at closing for taxes, fees, and assessments unpaid by seller - These are liabilities for operating costs after purchase and may be drawn from the approved funding source for the proposal.

ii. Furniture and equipment costing less than \$10,000 per item

iii. Moving costs for furniture and equipment

iv. Dedication Expenses

v. Publicity

e. CAPITALIZATION

The capitalization of property takes place contemporaneously with the financial activity of property acquisition and all subsequent capital costs incurred over its life.

For purchased properties, the capitalization process begins with the actual purchase. A journal is made based on the closing statement and all capital costs incurred prior to the closing. The journal includes all details of the costs supporting the initial capitalization.

Copies of the closing statement and other supporting documents are attached to the journal. In most cases the journal entries will be based on additional lines of detail on the expenditure document, although occasionally an independent journal will need to be created. The journal form will be headed "Addition to Capital".

THQ sends a copy of the journal to the command headquarters and to the Risk Management Department for insurance coverage of any structures. It will be included on the next agenda of the Property Council for notification and placed in the permanent Property Department file, with the closing statement attached.

Subsequent capital costs for this property are added to the Real Estate ledger as incurred.

2. TREATMENT OF EXCHANGE OF SALVATION ARMY PROPERTY AS PART OR ALL OF PURCHASE PRICE

When a Salvation Army property is exchanged for acquired property in addition to a cash payment, the difference between the contract purchase price and the cash accepted by the seller along with the Salvation Army property shall be assigned as the value of the exchanged property. That value plus the cash and other closing costs are recorded in the Real Estate ledger as the acquisition cost for the new property (allocated between Land and Building Acquisition as indicated above). Debits and credits will be recorded to bring each Real Estate ledger account for the exchanged property to zero. The difference between the value of the exchanged property and the net carrying value shall be recorded as Gain or (Loss) on exchange of real estate in the consolidation company accounts of the local unit. Accumulated depreciation of the new property will be initialized at zero on the purchase date.

If the acquisition involves only an exchange of properties with no cash exchange appraisals are required both for the exchanged and the acquired properties.

3. PURCHASE OF OFFICER'S QUARTERS

a. REQUIREMENTS FOR PROPOSAL

Proposals for purchase of an officer's quarters must be submitted to the Territorial Property Department for presentation to the Property Council for approval. Proposals must conform to the location, size, cost and condition requirements set forth in Minute 019C *Purchase of Salvation Army Quarters*. The covering letter should fully explain the rationale for the purchase.

Ideally, the existing quarters should be sold at or about the same time as the purchase of the new one, so that the proceeds of the sale can be used for the purchase. A proposal for the disposition of the existing quarters, including listing agreement and accompanying documents required for the sale should accompany the purchase proposal.

The following documents are to be submitted with the proposal:

- i. Property Proposal Form - Officer's Quarters Purchase (PD-2)
- ii. Advisory Board/Advisory Council minutes
- iii. Corps Council minutes

- iv. Command Finance Board recommendation
- v. Certified appraisal (including, if possible, appraisal values of land and quarters separately)¹
- vi. Dates and amounts of prior sales of property.
- vii. Map indicating property location in relation to other Army properties:
 - 1. If adjoining any other Army property, indicate which property.
 - 2. Indicate distance to the corps or the principal office.
- viii. Photographs of quarters (4 sides)¹
- ix. Floor plan with dimensions of each room and total square feet
- x. Site survey²
- xi. Home inspection report by a qualified home inspector¹
- xii. Planned repairs and renovations
- xiii. Planned land improvements - fencing, pavement, etc. ²
- xiv. Furnishings to be purchased with rationale, including:
 - 1. Why it is needed
 - 2. Rooms to be furnished
 - 3. Disposition of old furniture

¹ These expenses are capitalized either as Building Acquisition costs at the time of actual purchase or Building Improvement costs if subsequent to purchase.

² These expenses are capitalized as Land Acquisition costs at the time of actual purchase or Land Improvement costs if subsequent to purchase.

b. REQUIRED DOCUMENTS AFTER APPROVAL

- i. At time of closing:
 - 1. Closing statement prepared by attorney submitted with request for net purchase cost
 - 2. Final closing statement (original)
 - 3. Title insurance (preferred) or abstract with title opinion
 - 4. Notification of Risk Management Department for insurance coverage on day of settlement.
- ii. As soon as possible after closing processed to THQ:
 - 1. Warranty deed conveying property to The Salvation Army recorded at the courthouse
 - 2. Tax exemption assurance in writing
- iii. Loan Documents, where applicable. If in the current territorial line of credit process THQ arranges for the loan.:
 - 1. Note
 - 2. Mortgage deed/deed to secure debt
 - 3. Amortization schedule

4. Name and address of mortgagee

c. CAPITAL EXPENDITURES

All capital costs associated with officer's quarters are recorded in the Real Estate ledger from the purchase date including all previous capital costs in Section B.1.a. These entries are made when reimbursements or direct payments are made from THQ or on the submission of invoices paid from other sources.

The following is a list of eligible capital costs, grouped by Real Estate ledger categories:

i. Land Acquisition

1. All capital land costs in proposal preparation (See Section B.1.a). Copies of these should be attached to the closing statement for inclusion with purchase costs.
2. Contract sales price - Allocate total price to land in same ratio of the land to the total in the appraisal or 15% of the price

ii. Land Improvements

1. Landscaping
2. Fencing
3. Paving

iii. Building Acquisition

1. All capital building costs in proposal preparation (See Section B.1.a). Copies of these should be attached to the closing statement for inclusion with those costs.
2. Contract Sales Price less amount allocated to land.
3. Asbestos/mold remediation before or immediately after purchase. If this is incurred later, then this is recorded as Building Improvements.
4. Settlement charges at closing
5. Attorney fees
6. Title insurance/title search
7. Deed recording and transfer tax
8. Third-party commissions and brokerage fees
9. Taxes, assessments and fees paid by seller in advance
10. Needed repairs

iv. Building Improvements - Renovations, remodeling or additions approved as part of proposal.

d. NON-CAPITAL EXPENDITURES

- i. Credits at closing for taxes, fees and assessments unpaid by seller -

These are liabilities for operating costs after the purchase and may be reimbursed to the command headquarters from the approved funding source in the proposal.

- ii. Furniture and equipment
- iii. Moving costs

e. CAPITALIZATION

Capitalization begins with the actual purchase. A journal is made to record the closing statement and all capital costs incurred prior to the closing. The journal includes details of all costs supporting the initial capitalization. Copies of the closing statement and other supporting documents are to be attached. In most cases the journal entries will be based on additional lines of detail on the expenditure document which covered the closing, although occasionally an independent journal will need to be created. The journal form is headed "Addition to Capital". A copy is sent to the command headquarters and the Risk Management Department to ensure insurance coverage of any structures. It will be included on the next agenda of the Property Council for notification and placed in the permanent Property Department file, with the closing statement attached.

Subsequent capital costs for this property are added to the Real Estate ledger as those costs are incurred.

4. ACCEPTANCE OF DONATED PROPERTY TO BE PLACED IN SERVICE

Proposals for the acceptance of donated property to be placed in service must be submitted to the Territorial Property Department with the following documents for presentation to the Property Council for approval:

a. REQUIREMENTS FOR PROPOSAL

1. The documents listed in Sections B.1.a and Section B.3.a for the purchase of property placed in service and officer's quarters are required, as applicable, for the acceptance of such donated property, with the exception of the following documents, which are not required for this type of transaction:
 - a. Capital Campaign Report (CAP-12)
 - b. Sales contract (The certified appraisal amount is used in place of the contract price.)

c. Budget for total funding:

- i. Account names, numbers and amounts totaling at least 1/3 of total expenses
- ii. Plan for funding cash shortfall (loans, pledges, etc.)

2. The following documents are additional requirements for accepting donated property:

- a. Copy of donor's deed prior to transfer.
- b. Copy of donor's title prior to transfer.
- c. Proposal for funding costs incurred in proposal preparation, closing and transfer costs, planned improvements, furnishings and equipment and related costs.

b. REQUIRED DOCUMENTS AFTER APPROVAL

1. At time of closing:

- a. Final closing statement (original) prepared by an attorney and documentation for all costs associated with the proposal preparation, closing costs and assessments
- b. Title insurance (preferred) or abstract with title opinion
- c. Notification of Risk Management Department for insurance coverage on day of settlement.
- d. IRS Form 8283 completed by the donor to establish the charitable contribution (See Minute No. 19D - *Gifts of Property Valued Above \$500* - for complete guidance.) This is executed by the Board of Trustees and returned for the donor.

2. Processed to THQ as soon as possible after closing:

- a. Warranty deed conveying property to The Salvation Army, recorded at the courthouse.
- b. Tax exemption assurance in writing.

c. CAPITAL EXPENDITURES

All capital costs associated with donated properties in service are recorded in the Real Estate ledger from the date of legal acceptance, including all capital costs incurred prior to approval. These entries are created when reimbursements or direct payments are made from THQ or on the submission of invoices paid from other sources.

The list of expenditures that are to be capitalized is the same as that for normal purchases, except that there is no contract sale price. In its place the appraised value of the property will be capitalized with the same approach to allocation of that amount between Land and Building Acquisition as indicated in Sections B.1.c above.

d. NON-CAPITAL EXPENDITURES

These are the same as those enumerated in Section B.1.d above.

e. CAPITALIZATION

Capitalization begins with the actual legal acceptance of the donated property. A journal is made to cover the closing statement and all capital costs incurred prior to the closing. The journal must include details of all costs supporting the initial capitalization. Copies of the closing statement and other supporting documents are to be attached to the journal. In most cases the journal entries will be based on additional lines of detail on the expenditure document which covers the closing, although occasionally an independent journal will need to be created. The journal form is headed *“Addition to Capital”*.

A copy is sent to the command headquarters involved and the Risk Management Department to ensure insurance coverage of any structures. It will be included on the next agenda of the Property Council for notification and placed in the permanent Property Department file, with the closing statement attached.

Subsequent capital costs for this property will be added to the Real Estate ledger as incurred.

5. PURCHASE OF PROPERTY PLACED IN SERVICE WITH PARTIAL CONTRIBUTION OF PRICE BY DONOR

A seller may declare their intent to contribute a portion of the appraised value of a property as a reduction of the sales price. This has possible income tax consequences.

According to GAAP (FASB ASC 958-605-55-6) if a donor transfers property to a not-for-profit entity at a price significantly lower than its market value and no unstated rights or privileges are involved, the transaction is in part an exchange of assets and in part a contribution. This means that the property should be recorded in the Real Estate ledger at the total of the actual costs of acquiring the property plus the difference between the purchase price and the market value. For market values under \$5 million, the market value is considered to be the exit price, or fair value, of the property. For higher market values, sales costs must be considered to more carefully evaluate the property's fair value and the value recorded in the Real Estate ledger will be the market value less the sales costs.

Market value must be documented by a current independent certified appraisal.

No cash receipt is issued for the contributed amount claimed by the donor. Instead a letter from the Board of Trustees is supplied to the seller stating the amount of the purchase price and the amount of the independent appraisal and stating that The Salvation Army has recorded a contribution for the difference in the two figures.

In order to be supportive of any claim the donor may make for tax purposes, The Salvation Army must convey to the donor a Form 8283 filled out by the donor and executed by the Board of Trustees.

An exchange of a Salvation Army check for the full, appraised value of the property for a seller's check of a donation is neither necessary or desired. The documentation for the transaction (including the contribution) consists of the sales documents, the documentation of market value, the letter from the Board of Trustees and the completed form 8283.

Should the property be sold within 3 years, a form 8282 must be filed by The Salvation Army with the IRS with a copy supplied to the donor. For detailed guidance consult USS Minute 019D- *Gifts of Property Valued Above \$500*.

All other aspects of processing and accounting for these bargain sale properties are the same as those outlined in Sections B.4 and B.5 above.

6. ACCEPTANCE OF DONATED PROPERTY FOR RESALE

This section deals with donation of property outright to The Salvation Army with no intent that it will be used for any tax-exempt purpose. Sometimes an offer to donate will be made by the donor and the required processes are possible prior to acceptance.. A professional assessment of the marketability of the property is a key factor in deciding to accept or reject the donation.

The fundamental policy is that donated property be sold as quickly as possible and the proceeds used for the benefit of the location of the donor's domicile, unless the donor's specific intent is known to the Army.

The capital value of these properties is recorded as an investment in the Trust Ledger at Territorial Headquarters. If a donated property is later placed in service, it is transferred to the Real Estate ledger. Most of these properties are pieces of land with no buildings on

them. The appraised value of the total property is recorded in the Trust Ledger, regardless of any buildings on the land.

Nevertheless, notification must be made to the Risk Management Department of the acceptance of any donated property so that liability insurance can be placed on the property and comprehensive insurance on any structures.

a. REQUIREMENTS FOR PROPOSAL

Documentation required for proposals to accept donated property of this kind is far less than that required for service property. Nevertheless, judgment will indicate where certain additional documentation is required to prevent assuming a liability arising from condition of the property. The following is a basic list of documentation required:

1. Property proposal form (PD-1)
2. Advisory Board/Advisory Council minutes
3. Command headquarters Finance Board recommendation
4. Certified appraisal or two realtor's opinions including, if possible, values of land and each separate structure
5. Map of proposed property. Indicate by address any Salvation Army property which adjoins the proposed site. This proximity may make the property a service property for inclusion in the Real Estate ledger.
6. Photographs of land and/or buildings (four sides)
7. Realtor's assessment of current marketability
8. Phase I environmental study
9. Indoor air quality inspections (mold allergens)
10. Copy of the donor's deed prior to the transfer
11. Copy of the donor's title prior to the transfer.

b. REQUIRED DOCUMENTS AFTER APPROVAL

1. Legal document formally conveying property to The Salvation Army
2. Title insurance (preferred) or abstract with title opinion
3. Notification of Risk Management Department
4. Warranty deed recorded at the courthouse

c. TRUST LEDGER ENTRY

Upon conveyance of the property notification will be sent to the Finance Department for

Upon conveyance of the property, notification must be sent to the Finance Department for entry into the trust ledger. The entry will be the total appraised value of the property, including land and all structures.

NOTE: Cemetery lots are to be capitalized at cost if purchased or \$1.00 if received as a donation.

7. PROPERTY DONATED WITHOUT NOTIFICATION

The donation of many properties is discovered only after the deed has been recorded in the name of The Salvation Army without its knowledge. Upon discovery that a property has been deeded to The Salvation Army, a determination will be made by the unit with advice of its Advisory Board/Council and the Command Finance Board as to the desirability of the property and its current marketability.

For properties of this type that are acquired as a result of an estate consult national Minute 031 II Section A *Gifts by Will, Trust or Similar Instrument - Allocation Policies in Various Situations*.

If the property is neither desirable nor marketable, a proposal should be sent to the Property Department recommending that a deed be prepared to convey the property back to the donor. Upon completion of all the steps, including the recording of the deed of conveyance back to the donor, the matter will be closed with no entries made in the trust ledger.

If the property is viable and marketable, then all the steps outlined in Sections B.1 through B.3 shall be followed.

For all donated property a proposal to list the property for sale should be made as soon as possible after the acceptance.

8. NEW CONSTRUCTION - SEPARATE STRUCTURES AND MAJOR ADDITIONS

Unlike Sections B.4 through B.7, the approval process for construction of new facilities or major additions to existing facilities includes steps both before and during the actual construction. Construction is a separate matter from acquisition. It is assumed for purposes of this minute that acquisition of the property and all its related documentation has already been covered and recorded in the Real Estate ledger. If any further inspections are necessary before construction, these should be submitted along with what is indicated below.

a. REQUIREMENTS FOR PROPOSALS

Each construction project begins with submission of the Property Proposal Form (PD-1), which is revised during the construction process on the Revised Property Proposal Form (PD 1-A) as total costs become more certain and reallocated throughout the process.

If a project number is assigned the costs will be recorded in the Territorial Property Management Database, with every transaction allocated to the appropriate budget line(s).

Each proposal or revised proposal should contain the following:

1. Property Proposal Form (PD-1) (Initial submission)
2. Revised Property Proposal Form (PD-1A) - used for all further processes
3. Approved program study for new or expanded programs (Initial submission)
4. Advisory Board/Advisory Council minutes
5. Corps Councils minutes where applicable
6. Command Finance Board recommendation
7. Capital Campaign Report (CAP-12) where applicable and updated with revised proposals as new figures become available.
8. Most recent year financial report (Initial submission)
9. Budget for total expenses (refined over the project), including:
 - i. Architect fees
 - ii. Construction cost
 - iii. Interim financing cost
 - iv. Demolition
 - v. Paving
 - vi. Fencing
 - vii. Equipment and furnishings
 - viii. Landscaping
 - ix. Site work
 - x. Other applicable costs
 - xi. Contingencies (usually 10% of total costs)
10. Budget for total funding (refined over the project), including:
 - a. Account names, numbers and amounts
 - b. Plans for covering shortfall
 - i. Pledges justified with annual payment schedule including attrition)
 - ii. Loans
 - iii. Other Means

Throughout the project this documentation will be presented and revised as needed. Additional documentation will be required at each step.

b. APPROVAL STEPS IN CONSTRUCTION PROJECTS

1. Initial Proposal - This includes the documentation listed in Section A with an estimate of the cost and funding of the total project. A full description of what is planned and why should be included. At this stage approval may be requested for a letter agreement with an architect to begin schematic drawings. For projects above a certain size the Property Secretary will require a pre-schematic meeting attended by himself or his representative, the architect, unit officer, Advisory Board members and a command headquarters representative.

2. There are two formats for letter agreements: the standard agreement, and the standard agreement with LEED certification. Consult the Territorial Facilities Design and Construction Manual for guidance on the correct format.

3. Submission of schematic drawings for approval - This may involve revisions and resubmissions.

4. Submission of AIA architect's agreement and request for approval for the architect to prepare full construction drawings. Each agreement must include The Salvation Army's Annex A. The four Annex A documents correspond to the three types of AIA Agreements, as follows:

- i. Annex A for AIA A141-2014 Edition - Standard Form of Agreement Between Owner and Design/Builder
- ii. Annex A for AIA B101-2017 Edition - Standard Form of Agreement Between Owner and Architect
- iii. Annex A for AIA B104-2017 Edition - Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

The Territorial Facilities Design and Construction Manual gives guidance on the format to use in each situation.

5. Submission of full construction drawings and specifications which may need several re-submissions before final approval.

6. Submission of bids with recommendations of the Advisory Board/Council and the command headquarters finance board to the Property Council for approval.

7. Submission of the construction contract for approval and execution. For projects above a certain size the Property Secretary will require a pre-construction meeting with himself or his representative, the architect, unit officer, Advisory Board members, and a command headquarters representative.

8. Throughout the construction process all change orders must be submitted to Territorial Headquarters, where they will be considered either as interim business or Property Council matters, depending on the change order amount.

c. CAPITAL EXPENDITURES AND CONSTRUCTION IN PROGRESS

Throughout the construction period and beyond, all costs related to the project will be either paid directly to the contractors, other vendors, or reimbursed to the command headquarters upon submission of invoices and a Form PD-5. All capital portions of each payment will be coded to the appropriate account in the Real Estate ledger in recording the payment. Upon the submission of the first PD-5 after the beginning of construction copies of any capital expenses already paid in preparation for the construction should be submitted in order to be included with the capital entries.

Most capital expenses will be recorded to Construction in Progress (CIP) but some will be land improvements. The first CIP expenses will be coded to Temporarily Restricted CIP to the extent of the total funding from temporarily restricted reserves (Capital Campaign, Advanced Gifts, etc.). Beyond that point, all further capital charges will be to Unrestricted CIP. When the building is completed and placed in service both amounts will be transferred to Unrestricted Building Construction.

The following are common capital expenses in construction projects:

1. Capital costs recorded in CIP:
 - a. Architect fees and expenses
 - b. Engineering fees and expenses
 - c. Furnishings and equipment consultant fees
 - d. Clerk of the works - on-site project manager
 - e. Survey fees
 - f. Plans and blueprints
 - g. Contractor payments (See next group for land costs)
 - h. Value of donated materials and labor (See Section B.8.g below for details.)
 - i. Insurance, bonds, permits
 - j. Taxes during construction
 - k. Interim financing interest and charges during construction
 - l. Construction site fencing
 - m. Depreciation costs associated with construction

- m. Demolition costs connected with construction
- n. Excavation and foundation work
- o. Plumbing
- p. Heating and ventilation
- q. Air conditioning (HVAC)
- r. Painting and exterior and interior wall treatments
- s. Original flooring and carpeting
- t. Electrical service expansion
- u. Elevators
- v. Original lighting fixtures (attached to building)
- w. Fire alarm, security, telephone and IT systems installation and wiring
- x. Patios and porches
- y. Permanent signage and outdoor bulletin boards
- z. Built-in furnishings and equipment

2. Capital costs recorded in Land Improvements:

During construction there are some items that are part of the completion of the entire site but are not part of the building and therefore not depreciable. These are capital land improvements and include the following:

- a. Drain fields and sewage disposal systems
- b. Grading and landscaping
- c. Land-related costs that are part of the general contract (The schedule of values that appears under the face sheet of contractor payment submissions sometimes lists items that relate to various land expenses.) It is difficult to apportion individual contractor payments between CIP and Land Improvements because of retention amounts and storage charges. Therefore contractor payments will be recorded in Construction in Progress. When the final contract payment is paid - usually after the completion of the building - the total amount of the items relating to land will be transferred by journal from Building Construction to Land Improvements.
- d. Paving of roadways, bridges, parking lots, etc.
- e. Permanent fencing

3. Capital Equipment

Any free-standing single item of furnishing or equipment costing more than \$10,000 is recorded as an asset in the local, general operating ledger of the unit. It is then depreciated according to the specified useful life for that class of equipment.

d. NON-CAPITAL EXPENSES

Any invoice items not included in capital expenses in the previous section should be recorded in the accounts of the unit where the construction is taking place. They should be charged to the appropriate object expense code and functionalized in accordance with the purposes and cost allocations for the new structure. It is the responsibility of the command headquarters to identify all items not recorded in capital on any payment from THQ and make entries in the respective ledgers as the payments are made, so the correct accounting is done throughout the year, with the ledger expense recorded in the same period (month) as the activities they reflect.

The following are the most common non-capital expenditures that are approved as part of the total project budget:

1. Free-standing furnishings and equipment costing less than \$10,000 for each single item
2. Moving expenses
3. Dedication expenses
4. Publicity

e. CAPITALIZATION AS REAL ESTATE IN SERVICE

Upon notification of substantial completion by the Property Secretary, accumulated balances in the Unrestricted and Temporarily Restricted Construction in Progress accounts are transferred by journal to Unrestricted Building Construction. This journal will not be dependent on the status of the project account or the costs still to be paid. From this point forward, no further entries will be made to Construction in Progress but to Building Construction and Land Improvements.

This journal will be headed *Additional to Capital Substantial Completion*.

A copy will be sent to the command headquarters involved and the Risk Management Department to ensure insurance coverage of the new structure. It will be included on the agenda of the next Property Council for notification and will be placed in the permanent Property File with the notice of substantial completion attached.

f. CONSTRUCTION OF MULTIPLE BUILDINGS

If a project covers the construction of more than one building the architect and contractor should, if possible, separate the contracts and bill the costs for each building separately. In this way, the costs can be recorded for each structure in accordance with the billings. All other costs that can be easily allocated to one or the other of the multiple structures will be capitalized to that individual structure.

Such allocation of contracts and billings may not be feasible because of materials and time allocations and derivation would entail significant additional costs to the contract. In these cases, the architect will be asked to provide from the drawings and the original contract the estimated square footage of each building and the cost per square foot, which will vary with the type of building. These two figures will be multiplied for each building. All contractor and architect payments and any other capital costs not identifiable to a specific building will be allocated in proportion to these multiplied amounts for each structure. All other costs that can be easily tied to one or the other of the multiple structures will be capitalized to the individual structure.

g. ACCOUNTING FOR DONATED MATERIAL AND LABOR

If donated material and/or labor represent a significant portion of construction cost and omission of these items would result in the capitalized value of the building being substantially understated, GAAP requires that donated materials and labor be recorded at their fair market value when received and used.

1. Donated Materials

Donated materials used for construction should be recorded only if there is an objective, clearly measurable basis for determining value, such as price lists or market quotations. The list of received materials must indicate the donor's name and transaction dates with a detailed item descriptions and values assigned, either individually or by category.

2. Donated Labor

Donated Labor should be recorded only if the following three conditions are met:

- a. The labor rendered would otherwise be performed by paid professional personnel, such as architects, carpenters, electricians or plumbers.
- b. The Salvation Army or its agent (e.g., the contractor, etc.) exercises control over the employment and duties of the donors of the labor.
- c. The value of the labor is determined from suitable records, such as time sheets, which are subsequently reviewed by the appropriate person for the hours contributed and the reasonableness of the valuation assigned.

Because of the hazards involved, donated labor generally should not be utilized in the construction or remodeling of buildings. If injury or damage is caused to a volunteer, without contributory negligence by the volunteer, whether the injury or damage was caused by the negligence of an employee or

another volunteer, the volunteer could sustain a claim against The Salvation Army.

Members of a Salvation Army group or activity have limited insurance coverage under the medical payment endorsement of the general liability policy; however, there is no insurance for nonmembers. Donated/volunteer labor should not be utilized, therefore, except from outside groups which carry their own insurance coverage and supply a certificate of insurance.

3. Documentation

The records and documents specified above are to be included in the package submitted to the Property Department with the request for capitalization of the project. This detail enables the Property Department to review for reasonableness the values assigned for capitalization and provides an audit trail for the independent auditors for their test of capital additions.

9. REPAIRS AND REPLACEMENTS, RENOVATIONS, REMODELING AND ADDITIONS

This section distinguishes repairs and replacements as clearly as possible from capital renovations, remodeling and additions. Some proposals may include elements of both repairs and major improvements. The total cost of a proposal does not determine the capital or noncapital nature of a proposal.

Expenditures are classified as capital if they extend the life of the property, increase its value, or add new features to the property. Expenditures for deferred maintenance, repairs and expenditures are non-capital operating expenses, which are charged to Property Upkeep expense in the unit responsible for the property.

a. REQUIREMENTS FOR PROPOSAL

Minute 435 *Delegation of Authority* THQ determines the level of repairs that may be approved at the command level or the unit level without a proposal to Territorial Headquarters

1. Generally, proposals for repairs and replacements above amounts delegated for approval by a command headquarters must be submitted to Territorial Headquarters on a *Requisition for Property Repair Expenditure (DP-3)*

Headquarters on a requisition for Property Repair Expenditure (PD-3).

2. Even some capital replacements and renovations may be submitted on a PD-3. Relatively small items that are capital in nature can be combined and approved by requisition.

3. If a proposal involves extensive remodeling, renovations and/or additions involving an architect and a contractor, the Property Proposal Form (PD-1) should be used. The previous guidance for this form applies also to these proposals.

b. CAPITAL EXPENDITURES

Expenditures for these proposals are recorded into the proper Real Estate ledger accounts when reimbursements or direct payments are made by Territorial Headquarters. Some extensive projects are treated as new construction projects with the coding made to Construction in Progress and transferred by journal to Building Improvements upon completion. Most proposals of this type are recorded directly in Building Improvements or Land Improvements as the work progresses. For these there will be no special capitalization journal.

The following are some common capital expenditures that occur as properties are improved during their service lives:

1. Land improvements
 - i. New retaining wall
 - ii. New access roads and bridges
- iii. First-time fence
 - iv. New playground
 - v. New grading, drainage, etc.
2. Building Improvements
 - i. Capital expenses commonly associated with new construction projects
 - ii. New electric or water supply system
 - iii. New fire alarm systems or upgrades
 - iv. New security systems or upgrades
 - v. New telephone systems
 - vi. Asbestos/mold remediation
 - vii. Additions to building
 - viii. First-time HVAC systems or units

10. SALE OF SALVATION ARMY PROPERTY

Proposals for the sale of any Salvation Army property and any easement on Salvation Army property must be submitted to the Property Department for presentation to the Property Council for approval. All sale proposals require the submission of Property Proposal Form - Sale of Property (PD-4).

Sale and disposition of real or personal property received in an estate, which has not been accepted independently as donated property, shall be treated as a process in the liquidation and settlement of the estate and shall be processed by the Legal Department with approval by the Board of Trustees.

a.. ADDITIONAL REQUIREMENTS FOR PROPOSALS TO SELL

1. Sale of entire property

- i. Certified Appraisal
- ii. Advisory Board/Advisory Council minutes
- iii. Command Finance Board recommendation
- iv. Details on property being sold
 - a. Rationale for selling
 - b. Year property was purchase
 - c. Age of building(s)
 - d. Square footage of interior heated space
 - e. Number of bedrooms and bathrooms (quarters only)
 - f. Outstanding mortgages or loans
- v. Listing agreement with proposed sales price and net proceeds after closing costs
- vi. Bona fide offer and/or sales contract. This will usually follow during the period of the approved listing agreement.
- vii. Before the closing a warranty deed prepared by a local attorney is to be submitted to THQ with any other legal documents required for the closing. The Board of Trustees will execute these and return for the closing.

2. Sale of Easement

Types of easements vary with the needs of government agencies (eminent domain) and utilities. Some involve outright sale of portions of Salvation Army land; others involve only right of access or right of way without cession of land. The following documents should accompany easement proposals:

- i. Explanation of necessity of easement and the amount offered.
- ii. Advisory Board/Advisory Council minutes
- iii. Command Finance Board recommendation
- iv. Plat drawing of easement showing area in acres or square feet
- v. Plat drawing of Salvation Army property showing area in acres or square feet

b. DOCUMENTS REQUIRED AFTER CLOSING

The following documents are required for any type of sale of property:

- i. Original check for proceeds received at closing
- ii. Original signed closing statement
- iii. Any other final documents pertaining to the sale

c. DELETION FROM CAPITAL

Upon receipt of proceeds a journal for deletion from capital is created. The lines of coding in that journal are entered on the receipt for the proceeds.

For outright sale of the total property, a credit is recorded in Land Sold equal to the historic costs in Land Acquisition and Land Improvements; a credit to Building Sold equal to historic costs in Building Acquisition, Building Construction and Building Improvements; and a debit to Building Depreciation equal to the accumulated depreciation. Any difference between the sale proceeds and the total of these three entries (net carrying value) is subtracted from the proceeds and shown in the journal explanation. This amount is recorded as a gain or (loss) on sale of real estate in the consolidation company accounts of the local unit.

An easement only for right of way or access entails no deletion from capital.

In the case of an easement which transfers ownership of property, the percentage of the easement area to the total property area is applied to the historic cost of the land for that property. That amount is recorded as a credit to Land Sold. The difference between sales proceeds and this credit is shown in the journal explanation. This is recorded as a gain or (loss) on sale of real estate in the consolidation company accounts of the local unit. The journal is headed: *Deletion from Capital*.

A copy of the journal and backup is sent to the command headquarters and the Risk Management Department to ensure insurance coverage removal. It is included on the next agenda of the Property Council for notification and placed in

the permanent Property Department file with the closing documents attached.

Documentation of the sale of donated property will not entail a journal in the Real Estate ledger. It will be forwarded to the Territorial Finance Department for preparation of a journal removing the property from the trust ledger. It will also be sent to the Risk Management Department for removal from insurance coverage.

11. TRANSFER OF REAL ESTATE BETWEEN SALVATION ARMY UNITS

The Property Council must approve any transfer or exchange of real estate between Salvation Army units. The amount of cash exchange is determined by mutual agreement between the units. Where this agreement is not reached, the Property Council shall determine the amount by requiring appraisals for the properties concerned. The appraisal costs will be shared by both parties.

Once the approval is given by the Property Council, a journal in the Real Estate ledger transfers the historic cost and accumulated value line by line from one unit to the other. Transfer of real estate between Salvation Army units of the same corporation does not affect historic cost, accumulated depreciation, or depreciation schedule. No further forms are needed for this transfer.

A copy of the journal is sent to the units involved and to the Risk Management Department for changes in billing. A copy is placed in the permanent property file for each address.

12. RECEIPTS, DISBURSEMENTS AND LOANS FOR ALL TYPES OF PROPERTY TRANSACTIONS

Since the major source of funding for property transactions beyond minor repairs is from funds on deposit at Territorial Headquarters and the book of record for all real estate is also at Territorial Headquarters, all funding sources, receipts, disbursements and loan proceeds involved in the purchase, construction, renovation or sale of real estate are processed through the Territorial Property Secretary, who with the review of the Territorial Finance Department ensures all related capital and non-capital entries are consistently made.

Some payments are made by command headquarters or even by local units. Many ongoing payments may be paid originally by a command headquarters and reimbursed by THQ. To shorten delays in vendor payments it is a goal of these procedures that as many payments as possible are made directly from THQ to vendors. This does not negate the need for all transactions to be ultimately reflected in the accounts of record at

THQ.

For the following sections each request for a disbursement of whatever size must be accompanied by a PD-5 - Check Request Form, showing the amount of the approved requisition or proposal, the amount drawn to date and the budget line to which the current disbursement applies, and attaching the invoice(s) to be paid.

a. REPAIRS, NON-CAPITAL RENOVATIONS AND FURNISHINGS FROM CAPITAL TRUST

Property Department accountants check all documentation and create a payment charged to the trusts and/or reserves authorized. No payment will be released until all letters of required authorization from other THQ Boards for the release of funds have been received. The PD-5 is sent to the Finance Department where it will be checked for proper authorization of funding and accounting accuracy and released. No capital entries need to be made. However, the command headquarters should post operating expenses in the unit affected and in accordance with the functional accounting in that unit.

b. PURCHASE OF PROPERTY (INCLUDING OFFICER'S QUARTERS)

In most cases, funds for a purchase should be requested from THQ only after the purchase proposal has been approved and the closing date has been set.

In some cases, preparatory costs for a purchase require submitting requisitions separately for approval of those expenses. These should be submitted through the Property Department for reimbursement. The PD-5 and all supporting documentation must be received before release of funds. Since most of these costs become capital land or building acquisition costs at closing, the costs are charged to a capital disbursement account within the approved trust and reserve, but no entries will be made to the Real Estate ledger at this point.

To accommodate this kind of entry, all trusts and reserves require three disbursement accounts:

- i. Disbursements - Capital
- ii. Disbursements - Major Equipment
- iii. Disbursements - Non-Capital

Prior to the closing date, a PD-5 is submitted to the Property Department with the preliminary closing statement and copies of all invoices for capital preparation costs that have not been previously reimbursed. The payment will be prepared for the amount needed for closing and charged to Capital Disbursements in the

approved trust and reserve account(s). Additional entries will be made for payment for capitalizing acquisition costs in the Real Estate ledger. These entries will total :

- i. Closing Costs (not including seller or down payment credits)
- ii. Total in the capital disbursement accounts to date
- iii. Total of submitted capital invoices not previously reimbursed.

Any further costs for repairs, remodeling, etc. are recorded in the capital disbursement accounts in the approved trust or reserve with additional balanced entries in the Real Estate ledger. Furnishings and other non-capital costs are charged either to Major Equipment or Non-Capital Disbursements in the approved trust or reserve. No entries are made for these in the Real Estate ledger. However, these should be recorded as major equipment assets or operating expenses in the unit affected and in accordance with the functional accounting in that unit.

13. THQ PURCHASE AND CONSTRUCTION ACCOUNTS

- a. A set of Purchase and Construction Accounts will be opened for:

Construction, addition or renovation projects

Any proposal that includes loans or mortgages in the funding

Proposals whose multiple sources of funding are more easily tracked in Purchase and Construction

Purchase and Construction accounts will include seven sub-accounts, some of which will be analyzed in greater detail in the ledger. These are:

- 1. Three funding source accounts:
 - a. Internal sources, separated into:
 - i. Unrestricted
 - ii. Temporarily Restricted
 - b. Loans and Mortgages, separated into:
 - i. Internal
 - ii. External
 - c. Government Grants
- 2. Three disbursement accounts:
 - a. Disbursements - Capital, analyzed into:
 - i. Unrestricted - Land Acquisition

- ii. Unrestricted - Land Improvements
- iii. Unrestricted - Building Acquisition
- iv. Unrestricted - Building Construction
- v. Unrestricted - Building Improvements
- vi. Unrestricted - Construction in Progress
- vii. Temporarily Restricted - Land Acquisition
- viii. Temporarily Restricted - Land Improvements
- ix. Temporarily Restricted - Building Acquisition
- x. Temporarily Restricted - Building Construction
- xi. Temporarily Restricted - Building Improvements
- xii. Temporarily Restricted - Construction in Progress
- b. Disbursements - Capital Equipment
- c. Disbursements - Non-Capital
- 3. Fixed Interest Account

b. PURCHASE AND CONSTRUCTION ACCOUNT PROCESSES

1. A THQ Purchase and Construction Account is created when Property Council approvals are given for preparatory expenses that normally lead to a construction project, e.g., architect or design-build schematics, or for purchase of property that includes a loan or mortgage. The Property Department submits a journal for transfer from the approved source(s) the amounts approved for the project or purpose.

2. Most expenses leading up to the contract for construction or closing of a purchase become capital assets at the beginning of construction or the purchase closing, either as Construction in Progress or Land and Building capital costs. In the interim they may be submitted for reimbursement as approved upon submission of a PD-5 and supporting documentation. The Property Department posts these costs to the appropriate capital or non-capital disbursement account in the list shown above. No entries are made to the Real Estate ledger at this time.

3. With the submission for payment of either the first contractor payment or closing statement for purchase the command headquarters should attach to the PD-5 copies of all invoices for capital costs not previously reimbursed. A check is prepared for the contractor's payment or the net amount on the closing statement and charged to Construction in Progress disbursements in the first case and to the Land or Building acquisition disbursement accounts in the second case.

Additional entries are made upon payment for capitalizing acquisition costs in the Real Estate ledger. These entries will be the total of:

- i. Contractor Payment
- ii. Closing Costs (not including seller or down payment credits)
- iii. Total to date in the capital disbursement accounts
- iv. Total of submitted capital invoices not previously reimbursed.

4. Invoices submitted during the construction period for all categories of ongoing construction expense are recorded in the appropriate capital or other disbursement accounts in the THQ P & C account. Additional balanced entries to the Real Estate ledger are recorded on the check for Construction in Progress or other capital lines as appropriate.

5. When substantial completion is certified by the Territorial Property Secretary and The Salvation Army assumes insurance liability for the building, a journal is made in the Real Estate ledger transferring the balance in Construction in Progress to Building Construction. No further entries will be made to Construction in Progress, even though there will usually be considerable capital costs yet to be paid.

6. Costs after initial capitalization - Any further costs of construction or for repairs, remodeling, etc., in the case of a purchase are recorded in the capital disbursement accounts in the THQ P & C account with additional balanced entries in the Real Estate ledger. Furnishings and other non-capital costs are charged either to Major Equipment or Non-Capital Disbursements in the approved trust or reserve. No entries are made for these in the Real Estate ledger. However, the command headquarters posts these as major equipment assets or operating expenses in the unit affected and in accordance with the functional accounting in that unit.

c. LOANS AND MORTGAGES

1. For purchase of property - All disbursements from lending institutions for a draw on a loan or mortgage must be sent to Territorial Headquarters. The received amount is credited to the External Loans and Mortgages line of the P & C account with additional balanced entries in the Real Estate ledger to Notes or Mortgages payable. Any loan from another Salvation Army unit will also be submitted to the Property Department, where it will be credited to Internal Loans in the P & C account, with no accompanying entry in the real estate ledger.

Usually loan funds are released before closing and should be transmitted to THQ with the request for funds for the closing. If the loan is made at the same time as the closing, the Property Department prepares a payment for the closing amount less the amount of the loan but the Real Estate ledger entries book the entire closing cost as capital with an offsetting credit to Notes or Mortgages Payable. This is not the preferable method of handling loans.

2. No loans for construction projects should be drawn until all available approved internal sources have been spent. Subsequently the Finance Department will periodically draw an amount equal to the deficit balance accrued in the P & C account and send the document for the draw to the Property Department to record the External Loans in the P & C account and balanced entries to the Notes or Mortgage Payable account in the Real Estate ledger.

d. GOVERNMENT GRANTS (HUD)

The original check for a grant from HUD toward the costs of a project or a purchase of property is sent to the Property Department with details about the grant terms, repayment stipulations and schedules. This is recorded in Government Grants in the P & C account, with balanced entries to HUD Encumbrances in the Real Estate ledger.

e. FUNDS REMAINING IN PURCHASE AND CONSTRUCTION ACCOUNTS

Any funds remaining in a P & C account at the close of a project are applied in the following sequence:

1. To any loan balance outstanding
2. To general reserves to the extent of the budgeted commitment
3. To board designated reserves to the extent of the budgeted commitment
4. To temporarily restricted reserves to the extent of the budgeted commitment

14. SALE OF SALVATION ARMY PROPERTY

Immediately after the closing an original of the closing statement and the payment for the sale proceeds are sent to the Territorial Property Department. The proceeds are recorded as a credit to the approved account, usually Property Sales. Balanced entries are made in the Real Estate ledger crediting the Land Sold and Building Sold accounts with the total costs in the ledger for each and debiting the Depreciation account for the total credit at that time. The payment is forwarded to the Finance Department for deposit. Any difference between the sale proceeds and the net total of the real estate

depreciate. Any difference between the sale proceeds and the net total of the real estate entries is either a gain or loss on the sale of real estate, which is recorded in the consolidation company accounts on behalf of the local unit.

C. LOSS IMPAIRMENT

In the event of major damage or total loss to a building due to natural disasters or other causes, a determination must be made as to whether all or part of the historic costs of the structure should be removed from the Real Estate ledger. The following steps are to be followed:

1. Where there is significant damage, the Risk Management Department will assess damage as a percentage of the total insurance coverage on each structure and send to the Property Department a list of the structures with addresses and percentages of damage.
2. If the damage is less than 50% of the total insurance coverage, no entries are to be made, either for loss to the property or for the cost of repairs funded by Risk Management.
3. If a structure has no fair market value above the fair market value of the land itself (regardless of remaining walls or foundations), a write off the building from the Real Estate Ledger is made by zeroing out all five building accounts to zero (including depreciation and building sold).
4. If the damage is greater than 50% the five building accounts are reduced by that percentage.
5. If either step c or d apply all costs of replacement and rebuilding are treated as new construction, with all the applicable approval and processing requirements stated above.
6. Additions or improvements made to the damaged building beyond the amount provided by Risk Management insurance coverage are capitalized as building improvements, regardless of the level of impairment loss.
7. At the end of the restoration and repairs, depreciation will resume at 2% of total building costs per year.

D. PARTIAL SUPPORT OF BUILDING ACQUISITION OR CONSTRUCTION BY GOVERNMENT FUNDING

Grants from government agencies are sometimes given to The Salvation Army toward the acquisition or construction of a property for specific program purpose. These grants may often come through state, city or county agencies but their ultimate source is a Federal agency, predominantly HUD).

Usually the terms of these grants are based on the provision of programs in those facilities as specified in a contract with the government for a defined time period. The terms by which these grants are forgiven over the required life of the program vary with each grant.

Prior to the year 2000, the original grant was required to be amortized on a straight-line basis over the required program life. If the program ceased or the building was sold before the end of that program life, the unamortized balance of the grant was owed back to the government.

After 2000 usually no amortization of the original grant take place until the required program period is complete when the grant is totally written off. If the program ceases and the property is sold, the government requires payment of a percentage of the total sales proceeds equal to the original grant as a percentage of original cost of the building.

Land and buildings acquired or constructed by The Salvation Army are capitalized in accord with this Minute regardless of any government funding. A new encumbrance account is opened within the property accounts to record as a credit the total amount of the government grant in the funding for that project.

It is the responsibility of the command headquarters to provide THQ with details of such grants - the required program life and the terms of amortization of the grant so that THQ can include each such encumbrance its own amortization schedules.

During construction grants will be recorded in the encumbrance account as received and balanced entries will be made to the Encumbrance account for that property in the Real Estate ledger.

E. DEPRECIATION OF REAL ESTATE

Each separate structure in the unrestricted section of the real estate is depreciated over a 50-year life, with a full-year depreciation applied at the end of the fiscal year of acquisition or construction and none in the year of disposition. This 2% per annum is applied to the total historic cost for building acquisition, construction and improvements less amounts sold or demolished. It is recorded in object code 1829 for each building in the Real Estate ledger as part of the annual fiscal closing entries. No depreciation is charged on temporarily restricted real estate.

Consult Minute 007 *Fiscal Policies and Practices in the USA* for further information on depreciation policies for other types of assets.

Approved by Authority of the Territorial Commander Col. Ralph Bukiewicz
TFC: September 8, 2020
Chief Secretary

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020



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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of The Salvation Army,
a Georgia Corporation

We have audited the accompanying financial statements of the Operating Fund of The Salvation Army - Orlando, Florida Area Command, which comprise the statement of financial position as of September 30, 2020, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



To the Board of Trustees of The Salvation Army,
a Georgia Corporation
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Operating Fund of The Salvation Army - Orlando, Florida Area Command as of September 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

As discussed in Note 1, the financial statements present only the Operating Fund of The Salvation Army - Orlando, Florida Area Command and do not purport to, and do not, present fairly the financial position of The Salvation Army - Orlando, Florida Area Command as a whole or The Salvation Army, a Georgia corporation, as of September 30, 2020, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

BKHM, P.A.

Winter Park, Florida
February 9, 2021

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF FINANCIAL POSITION

SEPTEMBER 30, 2020

ASSETS

Current assets:

Cash and cash equivalents	\$ 209,453
Contributions receivable	195,000
Other receivables	255,432
Due from other Salvation Army units	19,763
Prepaid expenses	6,517
Total current assets	<u>686,165</u>

Equipment:

Vehicles	475,792
Accumulated depreciation	<u>(231,985)</u>
Total equipment, net	<u>243,807</u>
Total assets	<u><u>\$ 929,972</u></u>

LIABILITIES AND NET ASSETS

Current liabilities:

Due to Divisional and Territorial Headquarters	\$ 90,062
Accounts payable and accrued expenses	<u>168,540</u>
Total liabilities	<u>258,602</u>

Net assets:

Without donor restrictions:

Undesignated	341,270
Board designated	<u>869</u>
Total without donor restrictions	342,139

With donor restrictions

	<u>329,231</u>
Total net assets	<u>671,370</u>
Total liabilities and net assets	<u><u>\$ 929,972</u></u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Support and revenue:			
Contributions	\$ 4,840,472	\$ 133,076	\$ 4,973,548
United Way	10,470	195,000	205,470
Fees and grants from government agencies	600,210	-	600,210
Program services and other income	440,376	-	440,376
Net assets released from restrictions:			
Satisfaction of program restrictions	62,164	(62,164)	-
Satisfaction of time restrictions	178,750	(178,750)	-
Total support, revenue and net assets released from restrictions	<u>6,132,442</u>	<u>87,162</u>	<u>6,219,604</u>
Expenses:			
Program services:			
Corps community center services	951,016	-	951,016
Residential and institutional services	2,024,798	-	2,024,798
Other social services	2,005,187	-	2,005,187
Total program services	<u>4,981,001</u>	<u>-</u>	<u>4,981,001</u>
Supporting services:			
Management and general	420,219	-	420,219
Fund raising	651,455	-	651,455
Total supporting services	<u>1,071,674</u>	<u>-</u>	<u>1,071,674</u>
Appropriations to other Salvation Army units	<u>20,974</u>	<u>-</u>	<u>20,974</u>
Total expenses	<u>6,073,649</u>	<u>-</u>	<u>6,073,649</u>
Change in net assets	58,793	87,162	145,955
Net assets at beginning of year	<u>283,346</u>	<u>242,069</u>	<u>525,415</u>
Net assets at end of year	<u><u>\$ 342,139</u></u>	<u><u>\$ 329,231</u></u>	<u><u>\$ 671,370</u></u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Program Services			Supporting Services		Total
	Corps Community Center Services	Residential and Institutional Services	Other Social Services	Management and General	Fund Raising	
Officers' allowances, employee salaries and benefits	\$ 295,041	\$ 948,006	\$ 302,424	\$ 355,028	\$ 337,284	\$ 2,237,783
Contract and professional services	13,568	51,356	4,029	12,984	34,255	116,192
Supplies	45,840	161,366	2,632	6,116	26,056	242,010
Telecommunications	6,255	2,874	1,956	2,967	2,744	16,796
Postage and shipping	166	8	297	455	31,590	32,516
Occupancy and equipment	255,607	401,941	12,511	28,284	10,232	708,575
Printing and publications	4,120	-	1,093	430	170,887	176,530
Travel and meals	56,490	4,663	9,926	7,183	5,316	83,578
Conferences and meetings	17,679	-	-	4,515	32,425	54,619
Specific assistance to individuals	117,726	218,606	1,544,154	-	-	1,880,486
Support services	94,042	231,444	120,906	-	-	446,392
Depreciation expense	42,841	3,884	1,759	2,126	-	50,610
Miscellaneous	1,641	650	3,500	131	666	6,588
Total expenses	\$ 951,016	\$ 2,024,798	\$ 2,005,187	\$ 420,219	\$ 651,455	\$ 6,052,675

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 145,955
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:	
Depreciation expense	50,610
Changes in assets and liabilities:	
Contributions receivable	(16,250)
Other receivables	(227,825)
Due from Divisional and Territorial Headquarters	81,989
Due from other Salvation Army units	7,005
Prepaid expenses	45,045
Due to Divisional and Territorial Headquarters	90,062
Accounts payable and accrued expenses	17,679
Net cash provided by operating activities	<u>194,270</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of equipment	<u>(159,213)</u>
Net cash used for investing activities	<u>(159,213)</u>
Net increase in cash and cash equivalents	35,057
Cash and cash equivalents at beginning of year	<u>174,396</u>
Cash and cash equivalents at end of year	<u><u>\$ 209,453</u></u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

1 PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its memberships include officers (clergy), soldiers and adherents (laity), members of varied activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The Salvation Army is an organization exempt from income taxation under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The accompanying financial statements are summaries of the financial position, results of operations, net asset classifications and sources and applications of cash of the Operating Fund (the "Fund") of The Salvation Army - Orlando, Florida Area Command, an operating unit of the Southern Territory of The Salvation Army.

The Fund operates under the direction of The Salvation Army - Florida Divisional Headquarters in Tampa, Florida, and The Salvation Army - Southern Territorial Headquarters in Atlanta, Georgia. The Fund is used to record the day-to-day operations of the operating unit, including the receipt and use of funds with no external restrictions. The Fund does not include land and buildings and certain other interest-earning assets which are under the legal control and discretion of The Salvation Army, a Georgia corporation.

The Fund's program services include spiritual and social programs for young people and adults, group activities, pastoral counseling, homemaking classes, institutional and family visitation, sports and recreation facilities and educational classes. In addition, the Fund's social services center provides emergency financial assistance and counseling to the needy. The Fund also operates a women's and children's shelter and a men's shelter.

2 SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees/Directors, all assets, liabilities and support and revenue are accounted for in the following net asset classifications:

- Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be designated for specific purposes or locations by actions of the Board of Trustees/Directors.
- Net Assets With Donor Restrictions - Net assets that are subject to donor-imposed restrictions that will be fulfilled either by actions of The Salvation Army or the passage of time or that include a stipulation that assets provided be retained and invested permanently while permitting The Salvation Army to use all or part of the investment return on these assets for specified or unspecified purposes.

Cash and Cash Equivalents

For purposes of these statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and having original maturities of three months or less.

Cash and cash equivalents in the accompanying statement of financial position include restricted cash of \$134,231 as of September 30, 2020, which must be used as follows:

Food assistance	\$ 84,076
Social services and youth programs	44,000
Financial assistance for Bithlo students	5,000
Shelter children enrichment programs	1,155
Total restricted cash	<u>\$ 134,231</u>

Contributions Receivable

Unconditional contributions receivable that are expected to be collected within one year are recorded at net realizable value. Contributions receivable that are expected to be collected in future years are recorded at the present value of estimated future cash flows and are discounted using a credit-adjusted discount rate applicable to the year in which the pledge was made. Amortization of the discount is recorded as additional contribution revenue. An allowance for uncollectible contributions receivable is based on management's judgment, including such factors as prior collection history, subsequent collections, creditworthiness of the donor and the nature of the fundraising activity. Contributions receivable are written off when determined to be uncollectible.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Property, Equipment, Depreciation and Reserves

All land and buildings used by the Fund, as well as any contributions or reserves established for purchase or replacement of land or buildings, are held in separate funds which are under the legal control and discretion of The Salvation Army, a Georgia corporation. Consequently, these assets are not included in the accompanying financial statements. The Fund has not been assessed a specific fee or rent charge for utilization of these facilities. Rent charges may be assessed for utilization of other facilities from third parties.

Equipment is stated at cost or, if donated, at fair market value at the date of donation. Equipment is capitalized based upon actual cost and depreciated on a straight line basis over three to ten years. As a matter of Salvation Army policy, items costing \$10,000 or more are capitalized and all other items are expensed to occupancy and equipment costs.

Provision is made for estimated major future costs of property maintenance and replacement of vehicles and some equipment by transfer of operating net assets to board designated net assets without donor restrictions. As of September 30, 2020, cash and cash equivalents include the following, which are board designated to be used for certain purposes:

Vehicle replacement reserve	\$ 839
Property maintenance reserve	<u>30</u>
	<u>\$ 869</u>

The Fund is subject to the provisions of FASB ASC 360-10-35, *Impairment or Disposal of Long-Lived Assets*. This standard requires impairment losses to be recorded on long-lived assets when indicators of impairment are present and when the undiscounted cash flows estimated to be generated by those assets (excluding interest) are less than the carrying amount of the assets. In such cases, the carrying value of assets to be held and used are adjusted to their estimated fair value and assets held for sale are adjusted to their estimated fair value less selling expenses. No impairment losses were recognized in fiscal year 2020.

Revenue Recognition

All items of support and revenue are stated on the accrual basis. Support and revenue are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. All expenses are reported as decreases in net assets without donor restrictions.

Contributions subject to donor-imposed restrictions are recorded as revenue with donor restrictions. When the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed, the net assets are reclassified as net assets without donor restrictions and reported as net assets released from restrictions. Contributions with restrictions that are met during the fiscal year in which they are received are recorded as revenue without donor restrictions. Conditional promises to give and intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Contributions received for fundraising events are recorded as deferred revenue until the event is held.

In addition to contributions from the public at large, the Fund also receives certain amounts which are earned or otherwise released from funds held in trust by Southern Territorial Headquarters. These amounts are included in contributions in the accompanying financial statements.

The Fund recognizes revenue from grants and contracts in accordance with Accounting Standards Update 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. In accordance with ASU 2018-08, the Fund evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, the Fund applies guidance under ASC Topic 606, *Revenue from Contracts with Customers*. If the transfer of assets is determined to be a contribution, the Fund evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before the Fund is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Donations-in-kind and Contributed Services

Material donations-in-kind items used in the Fund's programs and services (e.g., vehicle, free rent, equipment, etc.) and donated goods distributed (e.g., clothing, furniture, foodstuffs, etc.) are recorded at their estimated fair value as revenue and expense at the time the items are placed into service or distributed.

Contributed services are reported as contributions at their fair value if such services 1) create or enhance non-financial assets, or 2) would typically need to be purchased if not provided by contribution, require specialized skills and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers.

The Fund has a significant number of volunteers who contribute meaningful amounts of time in furtherance of the Fund's mission. Such contributions do not meet generally accepted accounting criteria for recognition as contributed services and, accordingly, are not recorded in the statement of activities and changes in net assets.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Expenses

All expenses are stated on the accrual basis and presented in the statement of activities and changes in net assets and the statement of functional expenses. Expenses directly attributable to a specific functional category are reported as expenses of those functional categories. Expenses attributable to more than one functional category are allocated across program services and supporting services based on personnel time and actual expenses incurred for the related activities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Recently Adopted Accounting Pronouncement

In June 2018, the FASB issued Accounting Standards Update 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which requires organizations to determine whether a contribution is conditional based on whether an agreement includes a barrier that must be overcome and either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets. If the agreement (or a referenced document) includes both, the recipient is not entitled to the transferred assets (or a future transfer of assets) until it has overcome the barriers in the agreement. As required by the ASU, the Fund adopted ASU 2018-08 as of and for the year ended September 30, 2020.

Recently Issued Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which increases the transparency of contributed nonfinancial assets for not-for-profit entities through enhancements to presentation and disclosure. The new standard is effective for the fiscal year ending September 30, 2022 and must be applied retrospectively. Implementation of the new standard will not affect the Fund's financial position, changes in net assets or cash flows.

3 CONTRIBUTIONS RECEIVABLE AND OTHER RECEIVABLES

Contributions receivable are recorded at net realizable value in the accompanying financial statements since they are expected to be collected within one year. Total contributions receivable of \$195,000 from the United Way have been included in the accompanying statement of financial position. Other receivables consist primarily of amounts due under various government grants and contracts. Based on the collectibility of funds from these sources, management believes that an allowance for doubtful accounts is not considered necessary.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

4 PENSION, RETIREMENT AND POST-RETIREMENT BENEFIT PLANS

Employee Retirement Program

Eligible employees participate in The Salvation Army's retirement program (the "Program") with other Salvation Army territories which provides for death, disability and retirement benefits. The Program includes a defined benefit plan and a defined contribution, money purchase plan. Annual contributions to the Program are based on a stipulated percentage of employees' salaries. The Fund incurred \$79,437 of expense under this Program in fiscal year 2020.

Officers' Retirement Provision

The Salvation Army has a noncontributory retirement provision for officers, which provides retirement benefits and certain health care and death benefits to retired officers, as defined by Salvation Army policy governing such benefits. The corporate headquarters has total responsibility for the administration of retirement benefits. Retirement allowances are determined based upon active officer allowances and length of service. Provision for these benefits is made principally by annual assessments to all centers of operation, by designated portions of legacy income, by earnings on assets designated for retirement benefits and by special appropriations. Amounts charged to the Fund and included in expenses for this provision were \$12,060 in fiscal year 2020.

5 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods as of September 30, 2020:

General operating support	\$ 195,000
Food assistance	84,076
Social services and youth programs	44,000
Financial assistance for Bithlo students	5,000
Shelter children enrichment programs	<u>1,155</u>
Total net assets with donor restrictions	<u>\$ 329,231</u>

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

6 NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by the donors during the fiscal year.

Purpose restriction accomplished:	
Food assistance	\$ 33,489
Social services and youth programs	22,641
Financial assistance for Bithlo students	5,000
Shelter children enrichment programs	1,034
Time restriction elapsed:	
United Way allocation	178,750
Total net assets released from restrictions	<u>\$ 240,914</u>

7 LIQUIDITY AND AVAILABILITY OF RESOURCES

The following reflects the Fund's financial assets as of September 30, 2020, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of September 30, 2020.

Financial assets at year-end:	
Cash and cash equivalents	\$ 209,453
Contributions receivable	195,000
Other receivables	255,432
Due from other Salvation Army units	19,763
Total financial assets	<u>679,648</u>
Less those unavailable for general expenditures within one year, due to:	
Board designated net assets	(869)
Contributions with donor restrictions	<u>(329,231)</u>
Financial assets unavailable for general expenditures within one year	<u>(330,100)</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 349,548</u>

The Fund is substantially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Fund must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditures within one year. As part of the Fund's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Fund invests cash in excess of daily requirements in short-term investments. Occasionally, the Board of

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Trustees/Directors designates a portion of any operating surplus to its liquidity reserve. There is also a fund established by the Board of Trustees/Directors that may be drawn upon in the event of financial distress or an immediate liquidity need resulting from events outside the typical life cycle of converting financial assets to cash or settling financial liabilities. In the event of an unanticipated liquidity need, the Fund also could draw upon available lines of credit or its quasi-endowment fund.

8 FAIR VALUE OF FINANCIAL INSTRUMENTS

The Fund's financial instruments consist of cash and cash equivalents, contributions receivable, other receivables, due from other Salvation Army units, due to Divisional and Territorial Headquarters and accounts payable and accrued expenses. These financial instruments are all stated either at cost or net realizable value, which approximates fair value.

Financial instruments that potentially expose the Fund to concentrations of credit and market risk consist primarily of cash and cash equivalents and receivables. Cash and cash equivalents are maintained at federally insured financial institutions and credit exposure is limited to the amount of deposits at any one institution in excess of the federally insured limit. Receivables may be due from various government agencies, the United Way, other entities and individuals, therefore, diversifying the related concentration of credit risk. Losses due to uncollectibility of these receivables have historically been negligible.

9 CONTINGENCIES

Legal Proceedings

The Fund, in the normal course of its operations, is or could become a party to various legal proceedings and complaints, the majority of which are covered by insurance. While it is not feasible to predict the ultimate outcomes of such matters, management is not aware of any claims or contingencies, which are not covered by insurance, that would have a material adverse effect on the financial position, changes in net assets and cash flows of the Fund.

Government Grants and Contracts

Cost-reimbursement grant programs are subject to review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes that any costs ultimately disallowed would not materially affect the Fund's financial position.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Sick Pay Accrual

Employees of the Fund are entitled to paid sick days depending on length of service and other factors. Unused sick time may roll over to the next year and can be accumulated to a maximum of sixty days; however, unused sick time is not paid upon termination. It is not practicable for the Fund to estimate the amount of compensation for future sick absences; accordingly, no liability has been recorded in the accompanying financial statements. The Fund's policy is to recognize the costs of compensated sick absences when actually paid to employees.

Uncertainty

The extent of the impact and effects of the outbreak of the coronavirus on the Fund's operations will depend on future developments, including the duration and spread of the outbreak, related travel advisories and restrictions and the recovery time of disrupted contributors, all of which are highly uncertain and cannot be predicted. While the Fund's operations have not been significantly impacted due to the virus to date, if the virus causes significant negative impacts to economic conditions, the Fund's operations may be adversely affected.

10 RELATED PARTY TRANSACTIONS

The Fund, Florida Divisional Headquarters, Southern Territorial Headquarters and other Salvation Army units may hold funds or may pay operating costs on behalf of each other. The balances receivable or payable are presented as amounts due from or due to the related party in the accompanying statement of financial position.

During fiscal year 2020, the Fund recorded income of \$739,197 from trust accounts maintained by and under the legal control and discretion of Southern Territorial Headquarters to assist in the operations of the Fund, including the payment of various liabilities to Florida Divisional Headquarters. This amount is included in the accompanying financial statements as contributions.

During fiscal year 2020, the Fund recorded income of \$52,060 from Florida Divisional Headquarters in the form of grants. This amount is included in the accompanying financial statements as other income.

The Fund has HUD-approved management agreements with The Salvation Army - Catherine Booth Towers and The Salvation Army - William Booth Towers, HUD-subsidized apartment facilities for the elderly. The management fees are computed based on 4.31% - 8.50% of income of the apartment projects. During fiscal year 2020, the Fund recorded income of \$188,288 from these HUD facilities. This amount is included in the accompanying financial statements as other income. Amounts due from other Salvation Army units in the accompanying statement of financial position include management fees due as of September 30, 2020.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

The Fund is assessed an administrative charge by The Salvation Army - Florida Divisional Headquarters and Southern Territorial Headquarters for support services provided. Support services provided by Divisional and Territorial Headquarters include program, personnel, business and social services. Expenses reflected for these services were \$446,392 in fiscal year 2020.

The Salvation Army provides certain health care and death benefits for active Salvation Army officers and auxiliary-captains through Officers' and Auxiliary-Captain's Sick Benefit and Burial Funds, as defined by the national Salvation Army policy. All active Salvation Army officers and auxiliary-captains and their eligible dependents are eligible for these benefits. Amounts charged to the Fund and included in expenses for this provision were \$28,830 in fiscal year 2020.

Employees of The Salvation Army are provided health benefits under a self-insured program which is administered by a third-party claims administrator. Amounts charged to the Fund and included in expenses for this provision were \$335,817 in fiscal year 2020.

The Salvation Army maintains self-insurance programs for general liability, automobile, workers compensation and property coverage. The programs, which are administered by the Southern Territorial Headquarters, are intended to provide coverage for claims arising in all centers of operation. Amounts charged to the Fund and included in expenses were \$130,790 in fiscal year 2020.

During fiscal year 2020, the Fund made lease payments of approximately \$23,000, which were paid on behalf of The Salvation Army, a Georgia corporation, who has leased buildings and certain other equipment which are used by the Fund. This amount is included in the accompanying financial statements as occupancy and equipment expense.

During fiscal year 2020, the Fund contributed \$20,974 to other Salvation Army units. Management considers these amounts not associated with any particular function; therefore, these amounts are included as a separate line item in the statement of activities and changes in net assets and are not included in the statement of functional expenses.

10 SUBSEQUENT EVENTS

The Fund has evaluated the need for disclosures and/or adjustments resulting from subsequent events through February 9, 2021, the date the financial statements were available to be issued. During this period, there were no subsequent events that required recognition and/or disclosure in the accompanying financial statements.



**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

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INDEPENDENT AUDITOR'S REPORT

**To the Board of Trustees of The Salvation Army,
a Georgia Corporation**

We have audited the accompanying financial statements of the Operating Fund of The Salvation Army - Orlando, Florida Area Command, which comprise the statement of financial position as of September 30, 2019, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Trustees of The Salvation Army,
a Georgia Corporation
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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Operating Fund of The Salvation Army - Orlando, Florida Area Command as of September 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

As discussed in Note 1, the financial statements present only the Operating Fund of The Salvation Army - Orlando, Florida Area Command and do not purport to, and do not, present fairly the financial position of The Salvation Army - Orlando, Florida Area Command as a whole or The Salvation Army, a Georgia corporation, as of September 30, 2019, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

BKEM, P.A.

Winter Park, Florida
February 6, 2020

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF FINANCIAL POSITION

SEPTEMBER 30, 2019

ASSETS

Current assets:

Cash and cash equivalents	\$ 174,396
Contributions receivable	178,750
Due from Divisional and Territorial Headquarters	81,989
Due from other Salvation Army units	26,768
Other receivables	27,807
Prepaid expenses	<u>51,562</u>
Total current assets	<u>541,072</u>

Equipment:

Vehicles	415,139
Accumulated depreciation	<u>(279,935)</u>
Total equipment, net	<u>135,204</u>
Total assets	<u>\$ 676,276</u>

LIABILITIES AND NET ASSETS

Current liabilities:

Accounts payable and accrued expenses	\$ 150,881
Total liabilities	<u>150,881</u>

Net assets:

Without donor restrictions:

Undesignated	281,545
Board designated	<u>1,801</u>

Total without donor restrictions 283,346

With donor restrictions 242,069

Total net assets 525,415

Total liabilities and net assets \$ 676,276

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2019**

	Without Donor Restrictions	With Donor Restrictions	Total
Support and revenue:			
Contributions	\$ 4,384,660	\$ 61,130	\$ 4,445,790
United Way	99,653	178,750	278,403
Fees and grants from government agencies	325,884	-	325,884
Program services and other income	515,764	-	515,764
Net assets released from restrictions:			
Satisfaction of program restrictions	61,462	(61,462)	-
Satisfaction of time restrictions	146,849	(146,849)	-
Total support, revenue and net assets released from restrictions	<u>5,534,072</u>	<u>31,569</u>	<u>5,565,641</u>
Expenses:			
Program services:			
Corps community center services	1,111,820	-	1,111,820
Residential and institutional services	1,864,444	-	1,864,444
Other social services	1,333,929	-	1,333,929
Total program services	<u>4,310,193</u>	<u>-</u>	<u>4,310,193</u>
Supporting services:			
Management and general	435,902	-	435,902
Fund raising	643,849	-	643,849
Total supporting services	<u>1,079,751</u>	<u>-</u>	<u>1,079,751</u>
Total expenses	<u>5,389,944</u>	<u>-</u>	<u>5,389,944</u>
Change in net assets	144,128	31,569	175,697
Net assets at beginning of year	139,218	210,500	349,718
Net assets at end of year	<u>\$ 283,346</u>	<u>\$ 242,069</u>	<u>\$ 525,415</u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Program Services			Supporting Services		
	Corps Community Center Services	Residential and Institutional Services	Other Social Services	Management and General	Fund Raising	Total
Officers' allowances, employee salaries and benefits	\$ 289,266	\$ 845,077	\$ 241,874	\$ 337,988	\$ 338,248	\$ 2,062,261
Contract and professional services	10,556	43,362	4,862	11,018	42,996	112,994
Supplies	57,427	134,114	2,266	5,231	20,214	219,252
Telecommunications	6,831	2,838	1,064	4,315	2,010	17,058
Postage and shipping	1,419	112	226	1,471	32,846	36,074
Occupancy and equipment	341,283	306,855	16,480	61,493	31,330	757,441
Printing and publications	8,359	3,583	15,944	1,158	143,683	172,727
Travel and meals	52,428	3,155	9,316	5,948	7,057	78,904
Conferences and meetings	40,173	196	269	3,844	23,058	67,540
Specific assistance to individuals	156,210	292,278	946,207	-	-	1,394,695
Support services	120,203	227,430	83,343	-	-	430,976
Depreciation expense	16,086	3,884	1,758	2,127	-	23,855
Miscellaneous	1,479	1,560	10,420	299	2,409	16,167
Total expenses	\$ 1,111,820	\$ 1,864,444	\$ 1,333,929	\$ 435,902	\$ 643,849	\$ 5,389,944

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 175,697
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:	
Depreciation expense	23,855
Changes in assets and liabilities:	
Contributions receivable	(31,901)
Due from Divisional and Territorial Headquarters	(81,989)
Due from other Salvation Army Units	(5,673)
Other receivables	36,628
Prepaid expenses	(35,226)
Due to Divisional and Territorial Headquarters	(23,005)
Accounts payable and accrued expenses	78,147
Net cash provided by operating activities	<u>136,533</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of equipment	<u>(61,250)</u>
Net cash used for investing activities	<u>(61,250)</u>
Net increase in cash and cash equivalents	75,283
Cash and cash equivalents at beginning of year	99,113
Cash and cash equivalents at end of year	<u>\$ 174,396</u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

1 PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its memberships include officers (clergy), soldiers and adherents (laity), members of varied activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The Salvation Army is an organization exempt from income taxation under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The accompanying financial statements are summaries of the financial position, results of operations, net asset classifications and sources and applications of cash of the Operating Fund (the "Fund") of The Salvation Army - Orlando, Florida Area Command, an operating unit of the Southern Territory of The Salvation Army.

The Fund operates under the direction of The Salvation Army - Florida Divisional Headquarters in Tampa, Florida, and The Salvation Army - Southern Territorial Headquarters in Atlanta, Georgia. The Fund is used to record the day-to-day operations of the operating unit, including the receipt and use of funds with no external restrictions. The Fund does not include land and buildings and certain other interest-earning assets which are under the legal control and discretion of The Salvation Army, a Georgia corporation.

The Fund's program services include spiritual and social programs for young people and adults, group activities, pastoral counseling, homemaking classes, institutional and family visitation, sports and recreation facilities and educational classes. In addition, the Fund's social services center provides emergency financial assistance and counseling to the needy. The Fund also operates a women's and children's shelter and a men's shelter.

2 SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees/Directors, all assets, liabilities and support and revenue are accounted for in the following net asset classifications:

- Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be designated for specific purposes or locations by actions of the Board of Trustees/Directors.
- Net Assets With Donor Restrictions - Net assets that are subject to donor-imposed restrictions that will be fulfilled either by actions of The Salvation Army or the passage of time or that include a stipulation that assets provided be retained and invested permanently while permitting The Salvation Army to use all or part of the investment return on these assets for specified or unspecified purposes.

Cash and Cash Equivalents

For purposes of these statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and having original maturities of three months or less.

Cash and cash equivalents in the accompanying statement of financial position include restricted cash of \$63,319 as of September 30, 2019, which must be used as follows:

Food assistance	\$ 33,489
Social services and youth programs	22,841
Financial assistance for Bible students	5,000
Shelter children enrichment programs	2,189
Total restricted cash	<u>\$ 63,319</u>

Contributions Receivable

Unconditional contributions receivable that are expected to be collected within one year are recorded at net realizable value. Contributions receivable that are expected to be collected in future years are recorded at the present value of estimated future cash flows and are discounted using a credit-adjusted discount rate applicable to the year in which the pledge was made. Amortization of the discount is recorded as additional contribution revenue. An allowance for uncollectible contributions receivable is based on management's judgment, including such factors as prior collection history, subsequent collections, creditworthiness of the donor and the nature of the fundraising activity. Contributions receivable are written off when determined to be uncollectible.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Property, Equipment, Depreciation and Reserves

All land and buildings used by the Fund, as well as any contributions or reserves established for purchase or replacement of land or buildings, are held in separate funds which are under the legal control and discretion of The Salvation Army, a Georgia corporation. Consequently, these assets are not included in the accompanying financial statements. The Fund has not been assessed a specific fee or rent charge for utilization of these facilities. Rent charges may be assessed for utilization of other facilities from third parties.

Equipment is stated at cost or, if donated, at fair market value at the date of donation. Equipment is capitalized based upon actual cost and depreciated on a straight line basis over three to ten years. As a matter of Salvation Army policy, items costing \$10,000 or more are capitalized and all other items are expensed to occupancy and equipment costs.

Provision is made for estimated major future costs of property maintenance and replacement of vehicles and some equipment by transfer of operating net assets to board designated net assets without donor restrictions. As of September 30, 2019, cash and cash equivalents include the following, which are board designated to be used for certain purposes:

Vehicle replacement reserve	\$ 839
Property maintenance reserve	962
	<u>\$ 1,801</u>

The Fund is subject to the provisions of FASB ASC 360-10-35, *Impairment or Disposal of Long-Lived Assets*. This standard requires impairment losses to be recorded on long-lived assets when indicators of impairment are present and when the undiscounted cash flows estimated to be generated by those assets (excluding interest) are less than the carrying amount of the assets. In such cases, the carrying value of assets to be held and used are adjusted to their estimated fair value and assets held for sale are adjusted to their estimated fair value less selling expenses. No impairment losses were recognized in fiscal year 2019.

Revenue Recognition

All items of support and revenue are stated on the accrual basis. Support and revenue are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. All expenses are reported as decreases in net assets without donor restrictions.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Contributions subject to donor-imposed restrictions are recorded as revenue with donor restrictions. When the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed, the net assets are reclassified as net assets without donor restrictions and reported as net assets released from restrictions. Contributions with restrictions that are met during the fiscal year in which they are received are recorded as revenue without donor restrictions. Conditional promises to give and intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions received for fundraising events are recorded as deferred revenue until the event is held.

In addition to contributions from the public at large, the Fund also receives certain amounts which are earned or otherwise released from funds held in trust by Southern Territorial Headquarters. These amounts are included in contributions in the accompanying financial statements.

Donations-in-kind and Contributed Services

Material donations-in-kind items used in the Fund's programs and services (e.g., vehicle, free rent, equipment, etc.) and donated goods distributed (e.g., clothing, furniture, foodstuffs, etc.) are recorded at their estimated fair value as revenue and expense at the time the items are placed into service or distributed.

Contributed services are reported as contributions at their fair value if such services 1) create or enhance non-financial assets, or 2) would typically need to be purchased if not provided by contribution, require specialized skills and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers.

The Fund has a significant number of volunteers who contribute meaningful amounts of time in furtherance of the Fund's mission. Such contributions do not meet generally accepted accounting criteria for recognition as contributed services and, accordingly, are not recorded in the statement of activities and changes in net assets.

Expenses

All expenses are stated on the accrual basis and presented in the statement of activities and changes in net assets and the statement of functional expenses. Expenses directly attributable to a specific functional category are reported as expenses of those functional categories. Expenses attributable to more than one functional category are allocated across program services and supporting services based on personnel time and actual expenses incurred for the related activities.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Recently Adopted Accounting Pronouncement

In August 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-14, Not-for-Profit Entities (Topic 958): *Presentation of Financial Statements of Not-for-Profit Entities* ("ASU 2016-14"). The ASU amends the current reporting model for not-for-profit organizations and requires certain additional disclosures. The significant changes to the Fund include:

- Requiring the presentation of two net asset classes classified as "net assets without donor restrictions" and "net assets with donor restrictions,"
- Requiring an analysis of expenses by function and nature in a separate statement or in the notes to the financial statements,
- Requiring disclosure of quantitative and qualitative information on liquidity,
- Presenting investment return net of external and direct internal investment expenses, and
- Modifying other financial statement reporting requirements and disclosures intended to increase the usefulness to the reader.

As required by the ASU, the Fund adopted ASU 2016-14 during fiscal year 2019.

Recently Issued Accounting Pronouncement

In June 2018, the FASB issued ASU No. 2018-08, Not-for-Profit Entities (Topic 958): *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which requires organizations to determine whether a contribution is conditional based on whether an agreement includes a barrier that must be overcome and either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets. If the agreement (or a referenced document) includes both, the recipient is not entitled to the transferred assets (or a future transfer of assets) until it has overcome the barriers in the agreement. The new standard is effective for fiscal year 2020 and may be applied retrospectively or prospectively. The Fund is currently evaluating the effect that implementation of the new standard will have on its financial position, changes in net assets and cash flows.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

3 CONTRIBUTIONS RECEIVABLE AND OTHER RECEIVABLES

Contributions receivable are recorded at net realizable value in the accompanying financial statements since they are expected to be collected within one year. Total contributions receivable of \$178,750 from the United Way have been included in the accompanying statement of financial position. Other receivables consist primarily of amounts due under various government grants and contracts. Based on the collectibility of funds from these sources, management believes that an allowance for doubtful accounts is not considered necessary.

4 PENSION, RETIREMENT AND POST-RETIREMENT BENEFIT PLANS

Employee Retirement Program

Eligible employees participate in The Salvation Army's retirement program (the "Program") with other Salvation Army territories which provides for death, disability and retirement benefits. The Program includes a defined benefit plan and a defined contribution, money purchase plan. Annual contributions to the Program are based on a stipulated percentage of employees' salaries. The Fund incurred \$62,258 of expense under this Program in fiscal year 2019.

Officers' Retirement Provision

The Salvation Army has a noncontributory retirement provision for officers, which provides retirement benefits and certain health care and death benefits to retired officers, as defined by Salvation Army policy governing such benefits. The corporate headquarters has total responsibility for the administration of retirement benefits. Retirement allowances are determined based upon active officer allowances and length of service. Provision for these benefits is made principally by annual assessments to all centers of operation, by designated portions of legacy income, by earnings on assets designated for retirement benefits and by special appropriations. Amounts charged to the Fund and included in expenses for this provision were \$11,484 in fiscal year 2019.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

5 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods as of September 30, 2019:

General operating support	\$ 178,750
Food assistance	33,489
Social services and youth programs	22,841
Financial assistance for Blithio students	5,000
Shelter children enrichment programs	<u>2,189</u>
Total net assets with donor restrictions	<u>\$ 242,069</u>

6 NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by the donors during the fiscal year.

Purpose restriction accomplished:	
Childcare and youth music programs	\$ 28,258
Shelter children enrichment programs	15,288
Food pantry	6,000
Social services and youth programs	5,350
Financial assistance for Blithio students	5,000
Rent and utility assistance	1,568
Time restriction elapsed:	
United Way allocation	<u>146,848</u>
Total net assets released from restrictions	<u>\$ 208,311</u>

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

7 LIQUIDITY AND AVAILABILITY OF RESOURCES

The following reflects the Fund's financial assets as of September 30, 2019, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of September 30, 2019.

Financial assets at year-end:	
Cash and cash equivalents	\$ 174,398
Contributions receivable	178,750
Due from Divisional and Territorial Headquarters	81,989
Due from other Salvation Army units	26,768
Other receivables	27,607
Total financial assets	<u>489,510</u>
Less those unavailable for general expenditures within one year, due to:	
Board designated net assets	1,801
Contributions with donor restrictions	<u>242,069</u>
Financial assets unavailable for general expenditures within one year	<u>243,870</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 245,640</u>

The Fund is substantially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Fund must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditures within one year. As part of the Fund's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Fund invests cash in excess of daily requirements in short-term investments. Occasionally, the Board of Trustees/Directors designates a portion of any operating surplus to its liquidity reserve. There is also a fund established by the Board of Trustees/Directors that may be drawn upon in the event of financial distress or an immediate liquidity need resulting from events outside the typical life cycle of converting financial assets to cash or settling financial liabilities. In the event of an unanticipated liquidity need, the Fund also could draw upon available lines of credit or its quasi-endowment fund.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

8 FAIR VALUE OF FINANCIAL INSTRUMENTS

The Fund's financial instruments consist of cash and cash equivalents, contributions receivable, due from Divisional and Territorial Headquarters, due from other Salvation Army units, other receivables and accounts payable and accrued expenses. These financial instruments are all stated either at cost or net realizable value, which approximates fair value.

Financial instruments that potentially expose the Fund to concentrations of credit and market risk consist primarily of cash and cash equivalents and receivables. Cash and cash equivalents are maintained at federally insured financial institutions and credit exposure is limited to the amount of deposits at any one institution in excess of the federally insured limit. Receivables may be due from various government agencies, the United Way, other entities and individuals, therefore, diversifying the related concentration of credit risk. Losses due to uncollectibility of these receivables have historically been negligible.

9 CONTINGENCIES

Legal Proceedings

The Fund, in the normal course of its operations, is or could become a party to various legal proceedings and complaints, the majority of which are covered by insurance. While it is not feasible to predict the ultimate outcomes of such matters, management is not aware of any claims or contingencies, which are not covered by insurance, that would have a material adverse effect on the financial position, changes in net assets and cash flows of the Fund.

Government Grants and Contracts

Cost-reimbursement grant programs are subject to review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes that any costs ultimately disallowed would not materially affect the Fund's financial position.

Sick Pay Accrual

Employees of the Fund are entitled to paid sick days depending on length of service and other factors. Unused sick time may roll over to the next year and can be accumulated to a maximum of sixty days; however, unused sick time is not paid upon termination. It is not practicable for the Fund to estimate the amount of compensation for future sick absences; accordingly, no liability has been recorded in the accompanying financial statements. The Fund's policy is to recognize the costs of compensated sick absences when actually paid to employees.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

10 RELATED PARTY TRANSACTIONS

The Fund, Florida Divisional Headquarters, Southern Territorial Headquarters and other Salvation Army units may hold funds or may pay operating costs on behalf of each other. The balances receivable or payable are presented as amounts due from or due to the related party in the accompanying statement of financial position.

During fiscal year 2019, the Fund recorded income of \$1,071,595 from trust accounts maintained by and under the legal control and discretion of Southern Territorial Headquarters to assist in the operations of the Fund, including the payment of various liabilities to Florida Divisional Headquarters. This amount is included in the accompanying financial statements as contributions.

During fiscal year 2019, the Fund received \$18,143 from The Salvation Army Women's Auxillary in the form of grants. These amounts are included in the accompanying financial statements as other income.

The Fund has HUD-approved management agreements with The Salvation Army - Catherine Booth Towers and The Salvation Army - William Booth Towers, HUD-subsidized apartment facilities for the elderly. The management fees are computed based on 4.31% - 8.50% of income of the apartment projects. During fiscal year 2019, the Fund recorded income of \$183,853 from these HUD facilities. This amount is included in the accompanying financial statements as other income. Amounts due from other Salvation Army units in the accompanying statement of financial position include management fees due as of September 30, 2019.

The Fund is assessed an administrative charge by The Salvation Army - Florida Divisional Headquarters and the Southern Territorial Headquarters for support services provided. Support services provided by Divisional and Territorial Headquarters include program, personnel, business and social services. Expenses reflected for these services were \$430,976 in fiscal year 2019.

The Salvation Army provides certain health care and death benefits for active Salvation Army officers and auxiliary-captains through Officers' and Auxiliary-Captain's Sick Benefit and Burial Funds, as defined by the national Salvation Army policy. All active Salvation Army officers and auxiliary-captains and their eligible dependents are eligible for these benefits. Amounts charged to the Fund and included in expenses for this provision were \$27,526 in fiscal year 2019.

Employees of The Salvation Army are provided health benefits under a self-insured program which is administered by a third-party claims administrator. Amounts charged to the Fund and included in expenses for this provision were \$323,119 in fiscal year 2019.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

The Salvation Army maintains self-insurance programs for general liability, automobile, workers compensation and property coverage. The programs, which are administered by the Southern Territorial Headquarters, are intended to provide coverage for claims arising in all centers of operation. Amounts charged to the Fund and included in expenses were \$120,488 in fiscal year 2019.

During fiscal year 2019, the Fund made lease payments of approximately \$23,000, which were paid on behalf of The Salvation Army, a Georgia corporation, who has leased buildings and certain other equipment which are used by the Fund. This amount is included in the accompanying financial statements as occupancy and equipment expense.

10 SUBSEQUENT EVENTS

The Fund has evaluated the need for disclosures and/or adjustments resulting from subsequent events through February 8, 2020, the date the financial statements were available to be issued. During this period, there were no subsequent events that required recognition and/or disclosure in the accompanying financial statements.



**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of The Salvation Army,
a Georgia Corporation

We have audited the accompanying financial statements of the Operating Fund of The Salvation Army - Orlando, Florida Area Command, which comprise the statement of financial position as of September 30, 2018, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Trustees of The Salvation Army,
a Georgia Corporation
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Operating Fund of The Salvation Army - Orlando, Florida Area Command as of September 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

As discussed in Note 1, the financial statements present only the Operating Fund of The Salvation Army - Orlando, Florida Area Command and do not purport to, and do not, present fairly the financial position of The Salvation Army - Orlando, Florida Area Command as a whole or The Salvation Army, a Georgia corporation, as of September 30, 2018, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

BKHM, P.A.

Winter Park, Florida
January 25, 2019

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF FINANCIAL POSITION

SEPTEMBER 30, 2018

ASSETS

Current assets:

Cash and cash equivalents	\$ 99,113
Contributions receivable	146,849
Due from other Salvation Army units	21,095
Other receivables	64,235
Prepaid expenses	16,336
Total current assets	<u><u>347,628</u></u>

Equipment:

Vehicles	353,889
Accumulated depreciation	(256,080)
Total equipment, net	<u><u>97,809</u></u>
Total assets	<u><u>\$ 445,437</u></u>

LIABILITIES AND NET ASSETS

Current liabilities:

Due to Divisional and Territorial Headquarters	\$ 23,005
Accounts payable and accrued expenses	72,714
Total liabilities	<u><u>95,719</u></u>

Net assets:

Unrestricted	139,218
Temporarily restricted	210,500
Total net assets	<u><u>349,718</u></u>
Total liabilities and net assets	<u><u>\$ 445,437</u></u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and revenue:			
Contributions	\$ 3,457,583	\$ 63,651	\$ 3,521,234
United Way	150,855	146,849	297,704
Fees and grants from government agencies	432,610	-	432,610
Program services and other income	614,984	-	614,984
Net assets released from restrictions:			
Satisfaction of program restrictions	105,108	(105,108)	-
Satisfaction of time restrictions	146,849	(146,849)	-
Total support, revenue and net assets released from restrictions	<u>4,907,989</u>	<u>(41,457)</u>	<u>4,866,532</u>
Expenses:			
Program services:			
Corps community center services	876,092	-	876,092
Residential and institutional services	1,866,332	-	1,866,332
Other social services	1,503,045	-	1,503,045
Total program services	<u>4,245,469</u>	<u>-</u>	<u>4,245,469</u>
Supporting services:			
Management and general	429,462	-	429,462
Fund raising	573,986	-	573,986
Total supporting services	<u>1,003,448</u>	<u>-</u>	<u>1,003,448</u>
Appropriations to other Salvation Army units	83,203	-	83,203
Total expenses	<u>5,332,120</u>	<u>-</u>	<u>5,332,120</u>
Change in net assets	(424,131)	(41,457)	(465,588)
Net assets at beginning of year	563,349	251,957	815,306
Net assets at end of year	<u>\$ 139,218</u>	<u>\$ 210,500</u>	<u>\$ 349,718</u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Program Services			Supporting Services		
	Corps Community Center Services	Residential and Institutional Services	Other Social Services	Management and General	Fund Raising	Total
Officers' allowances, employee salaries and benefits	\$ 323,768	\$ 868,396	\$ 315,443	\$ 343,406	\$ 280,345	\$ 2,131,358
Contract and professional services	10,214	36,972	4,963	19,900	57,086	129,135
Supplies	40,780	147,562	7,202	5,750	12,008	213,302
Telecommunications	7,882	4,442	2,146	3,802	1,969	20,241
Postage and shipping	380	53	123	1,233	36,488	38,277
Occupancy and equipment	165,465	367,332	18,578	46,631	21,250	619,256
Printing and publications	3,901	-	-	1,097	116,242	121,240
Travel and meals	58,819	3,902	4,459	4,714	6,893	78,787
Conferences and meetings	19,186	35	600	623	37,894	58,338
Specific assistance to individuals	133,200	236,544	1,036,864	-	-	1,406,608
Support services	91,777	195,881	100,429	-	-	388,087
Depreciation expense	11,984	3,653	1,642	2,011	-	19,290
Miscellaneous	8,736	1,560	10,596	295	3,811	24,998
Total expenses	\$ 876,092	\$ 1,866,332	\$ 1,503,045	\$ 429,462	\$ 573,986	\$ 5,248,917

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ (465,588)
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:	
Depreciation expense	19,290
Gain on disposal of equipment	(1,000)
Changes in assets and liabilities:	
Due from other Salvation Army units	675,425
Other receivables	70,419
Prepaid expenses	(14,107)
Due To Divisional and Territorial Headquarters	(500,865)
Accounts payable and accrued expenses	<u>(101,947)</u>
Net cash used for operating activities	<u>(318,373)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of equipment	(59,739)
Proceeds from sale of fixed assets	<u>1,000</u>
Net cash used for investing activities	<u>(58,739)</u>
Net decrease in cash and cash equivalents	(377,112)
Cash and cash equivalents at beginning of year	<u>476,225</u>
Cash and cash equivalents at end of year	<u><u>\$ 99,113</u></u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

1 PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its memberships include officers (clergy), soldiers and adherents (laity), members of varied activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The Salvation Army is an organization exempt from income taxation under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The accompanying financial statements are summaries of the financial position, results of operations, net asset classifications and sources and applications of cash of the Operating Fund (the "Fund") of The Salvation Army - Orlando, Florida Area Command (the "Command"), an operating unit of the Southern Territory of The Salvation Army.

The Command operates under the direction of The Salvation Army - Florida Divisional Headquarters in Tampa, Florida, and The Salvation Army - Southern Territorial Headquarters in Atlanta, Georgia. The Fund is used to record the day-to-day operations of the Command, including the receipt and use of funds with no external restrictions. The Fund does not include land and buildings and certain other interest-earning assets which are under the legal control and discretion of The Salvation Army, a Georgia corporation.

The Command's program services include spiritual and social programs for young people and adults, group activities, pastoral counseling, homemaking classes, institutional and family visitation, sports and recreation facilities and educational classes. In addition, the Command's social services center provides emergency financial assistance and counseling to the needy. The Command also operates a women's and children's shelter and a men's shelter.

2 SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

In order to observe restrictions which donors place on contributions and other gifts, as well as designations made by the Board of Trustees/Directors, all assets, liabilities and support and revenue are accounted for in the following net asset classifications:

- Unrestricted net assets - not subject to donor-imposed restrictions. Unrestricted net assets may be designated for specific purposes or locations by action of the Board of Trustees/Directors.
- Temporarily restricted net assets - subject to donor-imposed stipulations that may be fulfilled by actions of The Salvation Army to meet the stipulations or become unrestricted at the date specified by the donor.

Cash and Cash Equivalents

For purposes of these statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and having original maturities of three months or less.

Cash and cash equivalents in the accompanying statement of financial position includes restricted cash of approximately \$64,000 that must be used for various social service programs and financial assistance.

Contributions Receivable

Contributions receivable that are expected to be collected within one year are recorded at net realizable value. Contributions receivable that are expected to be collected in future years are recorded at fair value based on the present value of their estimated future cash flows and are discounted at the rate applicable to the year in which the contribution was made. Conditional contributions receivable are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Property, Equipment, Depreciation and Reserves

All land and buildings used by the Command, as well as any contributions or reserves established for purchase or replacement of land or buildings, are held in separate funds which are under the legal control and discretion of The Salvation Army, a Georgia corporation. Consequently, these assets are not included in the accompanying financial statements. The Fund has not been assessed a specific fee or rent charge for utilization of these facilities. Rent charges may be assessed for utilization of other facilities from third parties.

Equipment is stated at cost or, if donated, at fair market value at the date of donation. Equipment is capitalized based upon actual cost and depreciated on a straight line basis over three to ten years. As a matter of Salvation Army policy, items costing \$10,000 or more are capitalized and all other items are expensed to occupancy and equipment costs.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Provision is made for estimated major future costs of property maintenance and replacement of vehicles and some equipment by transfer of operating net assets to board designated unrestricted net assets. As of September 30, 2018, cash and cash equivalents include the following, which are board designated to be used for certain purposes:

Vehicle replacement reserve	\$ 25,635
Property maintenance reserve	962
	<u>\$ 26,597</u>

The Command is subject to the provisions of FASB ASC 360-10-35, *Impairment or Disposal of Long-Lived Assets*. This standard requires impairment losses to be recorded on long-lived assets when indicators of impairment are present and when the undiscounted cash flows estimated to be generated by those assets (excluding interest) are less than the carrying amount of the assets. In such cases, the carrying value of assets to be held and used are adjusted to their estimated fair value and assets held for sale are adjusted to their estimated fair value less selling expenses. No impairment losses were recognized in fiscal year 2018.

Support and Revenue

All items of support and revenue are stated on the accrual basis.

Contributions subject to donor-imposed restrictions are recorded as temporarily restricted support and are reclassified as unrestricted when the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed. Contributions with restrictions that are met during the fiscal year are recorded as unrestricted support. Support and revenue are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. All expenses are reported as decreases in unrestricted net assets. The expiration of the donor-imposed stipulated purpose or the elapsing of the specified time period are reported as reclassifications of net assets.

Pledges receivable that are scheduled to be received after the end of the reporting period are shown as increases in temporarily restricted net assets and are reclassified to unrestricted net assets when the purpose or time restriction is met. Contributions received for fundraising events are recorded as deferred revenue until the event is held.

In addition to contributions from the public at large, the Fund also receives certain amounts which are earned or otherwise released from funds held in trust by Southern Territorial Headquarters. These amounts are included in contributions in the accompanying financial statements.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Donations-in-kind and Contributed Services

Material donations-in-kind items used in The Salvation Army programs and services (e.g., vehicle, free rent, equipment, etc.) and donated goods distributed (e.g., clothing, furniture, foodstuffs, etc.) are recorded at their estimated fair value as revenue and expense at the time the items are placed into service or distributed.

Contributed services are reported as contributions at their fair value if such services create or enhance non-financial assets, would have been purchased if not provided by contribution, or require specialized skills and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers.

Expenses

All expenses are stated on the accrual basis and presented in the statement of activities and changes in net assets and the statement of functional expenses. Allocations of expenses to program services and supporting services are estimated based on personnel time and actual expenses incurred for the related activities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Cost-reimbursement grant programs are subject to review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes that any costs ultimately disallowed would not materially affect the Command's financial position.

Recently Issued Accounting Pronouncement

In August 2016, the FASB issued Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, which makes improvements to the information provided in financial statements and accompanying notes of not-for-profit entities related to net asset classification requirements and the information presented about a not-for-profit entity's liquidity, financial performance and cash flows. The new standard is effective for the fiscal year ending September 30, 2019. The Command is currently evaluating the effect that implementation of the new standard will have on its financial position, changes in net assets and cash flows.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

3 CONTRIBUTIONS RECEIVABLE AND OTHER RECEIVABLES

Contributions receivable are recorded at net realizable value in the accompanying financial statements since they are expected to be collected within one year. Total contributions receivable of \$146,849 from the United Way have been included in the accompanying statement of financial position. Other receivables consist primarily of amounts due under various government grants and contracts. Based on the collectibility of funds from these sources, management believes that an allowance for doubtful accounts is not considered necessary.

4 PENSION, RETIREMENT AND POST-RETIREMENT BENEFIT PLANS

Employee Retirement Program

Eligible employees participate in The Salvation Army's retirement program (the "Program") with other Salvation Army territories which provides for death, disability and retirement benefits. The Program includes a defined benefit plan and a defined contribution, money purchase plan. Annual contributions to the Program are based on a stipulated percentage of employees' salaries. The Command incurred \$75,719 of expense under this Program in fiscal year 2018.

Officers' Retirement Provision

The Salvation Army has a noncontributory retirement provision for officers, which provides retirement benefits and certain health care and death benefits to retired officers, as defined by Salvation Army policy governing such benefits. The corporate headquarters has total responsibility for the administration of retirement benefits. Retirement allowances are determined based upon active officer allowances and length of service. Provision for these benefits is made principally by annual assessments to all centers of operation, by designated portions of legacy income, by earnings on assets designated for retirement benefits and by special appropriations. Amounts charged to the Command and included in expenses for this provision were \$11,861 in fiscal year 2018.

5 RELATED PARTY TRANSACTIONS

The Command, Florida Divisional Headquarters, Southern Territorial Headquarters and other Salvation Army units may hold funds or may pay operating costs on behalf of each other. The balances receivable or payable are presented as amounts due from or due to the related party in the accompanying statement of financial position.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

During fiscal year 2018, the Command recorded income of \$762,415 from trust accounts maintained by and under the legal control and discretion of Southern Territorial Headquarters to assist in the operations of the Command, including the payment of various liabilities to Divisional Headquarters. This amount is included in the accompanying financial statements as contributions.

The Command has HUD-approved management agreements with The Salvation Army - Catherine Booth Towers and The Salvation Army - William Booth Towers, HUD-subsidized apartment facilities for the elderly. The management fees are computed based on 4.31% - 8.5% of income of the apartment projects. During fiscal year 2018, the Command recorded income of \$179,598 from these HUD facilities. This amount is included in the accompanying financial statements as other income. Amounts due from other Salvation Army units in the accompanying statement of financial position include management fees due as of September 30, 2018.

The Fund is assessed an administrative charge by The Salvation Army - Florida Divisional Headquarters and the Southern Territorial Headquarters for support services provided. Support services provided by Divisional and Territorial Headquarters include program, personnel, business and social services. Expenses reflected for these services were \$388,087 in fiscal year 2018.

During fiscal year 2018, the Command contributed \$83,203 to various other Salvation Army units. Management considers these amounts not associated with any particular function; therefore, these amounts are included as a separate line item in the statement of activities and changes in net assets and are not included in the statement of functional expenses.

The Salvation Army provides certain health care and death benefits for active Salvation Army officers and auxiliary-captains through Officers' and Auxiliary-Captain's Sick Benefit and Burial Funds, as defined by the national Salvation Army policy. All active Salvation Army officers and auxiliary-captains and their eligible dependents are eligible for these benefits. Amounts charged to the Command and included in expenses for this provision were \$25,667 in fiscal year 2018.

Employees of The Salvation Army are provided health benefits under a self-insured program which is administered by a third-party claims administrator. Amounts charged to the Command and included in expenses for this provision were \$336,972 in fiscal year 2018.

The Salvation Army maintains self-insurance programs for general liability, automobile, workers compensation and property coverage. The programs, which are administered by the Southern Territorial Headquarters, are intended to provide coverage for claims arising in all centers of operation. Amounts charged to the Command and included in expenses were \$114,784 in fiscal year 2018.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

6 NET ASSET CLASSIFICATIONS

Temporarily restricted net assets are available for the following purposes or periods at September 30, 2018:

General operating support	\$ 146,849
Childcare and youth music programs	28,256
Shelter children enrichment programs	17,477
Food pantry	6,000
Social services and youth programs	5,350
Financial assistance for Bithlo students	5,000
Rent and utility assistance	1,568
Total temporarily restricted net assets	<u>\$ 210,500</u>

Some temporarily restricted net assets which are time restricted may be further subject to temporary restrictions for a purpose upon the expiration of the time restriction.

7 NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by the donors during the fiscal year.

Purpose restriction accomplished:	
Homelessness prevention program	\$ 42,701
Food pantry	30,000
Childcare and youth music programs	19,618
Social services and youth programs	7,789
Financial assistance for Bithlo students	5,000
Time restriction elapsed:	
United Way allocation	146,849
Total net assets released from restrictions	<u>\$ 251,957</u>

8 FAIR VALUE OF FINANCIAL INSTRUMENTS

The Command's financial instruments consist of cash and cash equivalents, contributions receivable, due from other Salvation Army units, other receivables, due to Divisional and Territorial Headquarters, and accounts payable and accrued expenses. These financial instruments are all stated either at cost or net realizable value, which approximates fair value.

**THE SALVATION ARMY - ORLANDO, FLORIDA AREA COMMAND
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Financial instruments that potentially expose the Command to concentrations of credit and market risk consist primarily of cash and cash equivalents and receivables. Cash and cash equivalents are maintained at federally insured financial institutions and credit exposure is limited to the amount of deposits at any one institution in excess of the federally insured limit. Receivables may be due from various government agencies, the United Way, other entities and individuals, therefore, diversifying the related concentration of credit risk. Losses due to uncollectibility of these receivables have historically been negligible.

9 CONTINGENCIES

The Salvation Army is not involved in any litigation which is expected to have a material effect upon the financial position or the results of operations of the Command.

10 SUBSEQUENT EVENTS

The Command has evaluated the need for disclosures and/or adjustments resulting from subsequent events through January 25, 2019, the date the financial statements were available to be issued.

The Salvation Army
Kissimmee RFP DRAFT Community Service Center Budget *
(Incremental dollars in 000's)

	Year 1	Year 2	Year3	Year 4	Year 5	Total
City of Kissimmee RFP Funding	\$ 1,808.2	\$ 1,862.5	\$ 1,918.3	\$ 1,975.9	\$ 2,035.1	\$ 9,600.0
Positions						
Total Incremental Positions	12.3	12.3	13.3	13.3	13.3	
Labor Expense	\$ 707.0	\$ 726.9	\$ 806.1	\$ 821.4	\$ 837.1	\$ 3,898.5
Other Expense						
Food Product	\$ 369.2	\$ 380.3	\$ 391.7	\$ 403.4	\$ 415.5	\$ 1,960.1
Net Room Expense	\$ 574.9	\$ 592.1	\$ 609.9	\$ -	\$ -	\$ 1,776.9
Office lease	\$ -	\$ -	\$ -	\$ 539.9	\$ 556.1	\$ 1,096.0
Financial Assistance	\$ 102.5	\$ 152.6	\$ 202.7	\$ 202.7	\$ 202.8	\$ 863.3
Office building utilities, water, etc	\$ -	\$ -	\$ -	\$ 288.9	\$ 297.6	\$ 586.5
Food truck, dining supplies, storage	\$ 100.3	\$ 103.3	\$ 106.4	\$ 87.5	\$ 90.1	\$ 487.5
Trailers expense	\$ 134.9	\$ 65.6	\$ 67.2	\$ -	\$ -	\$ 267.7
Equip lease, supplies, internet	\$ 41.3	\$ 42.5	\$ 43.8	\$ 47.6	\$ 49.0	\$ 224.2
Audits, insurance, vehicle repairs/fuel	\$ 30.2	\$ 31.1	\$ 32.0	\$ 41.6	\$ 42.3	\$ 177.1
Contingency/Reserves	\$ 47.9	\$ 38.0	\$ 39.1	\$ 156.3	\$ 160.9	\$ 442.1
Total expense	\$ 1,401.1	\$ 1,405.4	\$ 1,492.7	\$ 1,767.9	\$ 1,814.4	\$ 7,881.5
Total Operating Expenses	\$ 2,108.1	\$ 2,132.3	\$ 2,298.8	\$ 2,589.3	\$ 2,651.5	\$ 11,780.0
Capital requirements						
Food truck	\$ 150.0	\$ -	\$ -	\$ -	\$ -	\$ 150.0
Field vehicle	\$ 35.0	\$ -	\$ -	\$ -	\$ -	\$ 35.0
Computers/printers	\$ 15.0	\$ -	\$ -	\$ 54.6	\$ 16.9	\$ 86.5
Office furniture	\$ 20.0	\$ -	\$ -	\$ 200.0	\$ -	\$ 220.0
Kitchen/dining furniture/equipment	\$ 30.0	\$ -	\$ -	\$ 400.0	\$ -	\$ 430.0
Contingency	\$ 25.0	\$ -	\$ -	\$ 65.5	\$ 1.7	\$ 92.2
Total Capital	\$ 275.0	\$ -	\$ -	\$ 720.1	\$ 18.6	\$ 1,013.7
Projected Net Cash Flow +/-	\$ (574.9)	\$ (269.9)	\$ (380.5)	\$ (1,333.5)	\$ (634.9)	\$ (3,193.7)
Community Service Center Capital						
Building square footage				27.0		
Cost per sq foot				\$ 250.0		
Projected building cost				\$ 6,749.1		
Parking				\$ 375.0		
Total				\$ 7,124.1		\$ 7,124.1
Projected Net Cash Flow +/-	\$ (574.9)	\$ (269.9)	\$ (380.5)	\$ (8,457.6)	\$ (634.9)	\$ (10,317.8)

* excludes operation of Birdsong proposed housing solution and excludes current Union Street operations. Excludes any compensation or subsidies for third party services to be offered within the Community Services Center.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of The Salvation Army,
a Georgia Corporation

We have audited the accompanying financial statements of the Operating Fund of The Salvation Army - Osceola County Service Center, which comprise the statement of financial position as of September 30, 2020, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Trustees of The Salvation Army,
a Georgia Corporation
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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Operating Fund of The Salvation Army - Osceola County Service Center as of September 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

As discussed in Note 1, the financial statements present only the Operating Fund of The Salvation Army - Osceola County Service Center and do not purport to, and do not, present fairly the financial position of The Salvation Army - Osceola County Service Center as a whole or The Salvation Army, a Georgia corporation, as of September 30, 2020, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

BKHM, P.A.

Winter Park, Florida
February 9, 2021

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

STATEMENT OF FINANCIAL POSITION

SEPTEMBER 30, 2020

ASSETS

Current assets:

Cash and cash equivalents	\$ 146,714
Receivables	<u>5,763</u>
Total assets	<u><u>\$ 152,477</u></u>

LIABILITIES AND NET ASSETS

Current liabilities:

Due to Divisional and Territorial Headquarters	\$ 6,433
Due to other Salvation Army units	4,363
Accounts payable and accrued expenses	<u>11,299</u>
Total liabilities	<u><u>22,095</u></u>

Net assets:

Without donor restrictions:

Undesignated	129,215
Board designated	<u>1,167</u>
Total net assets	<u><u>130,382</u></u>
Total liabilities and net assets	<u><u>\$ 152,477</u></u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Support and revenue:			
Contributions	\$ 370,800	\$ -	\$ 370,800
Fees and grants from government agencies	59,461	-	59,461
Other income	25,520	-	25,520
Total support and revenue	<u>455,781</u>	<u>-</u>	<u>455,781</u>
Expenses:			
Program services:			
Social services	306,676	-	306,676
Total program services	<u>306,676</u>	<u>-</u>	<u>306,676</u>
Supporting services:			
Management and general	5,587	-	5,587
Fund raising	70,321	-	70,321
Total supporting services	<u>75,908</u>	<u>-</u>	<u>75,908</u>
Appropriations to other Salvation Army units	1,770	-	1,770
Total expenses	<u>384,354</u>	<u>-</u>	<u>384,354</u>
Change in net assets	71,427	-	71,427
Net assets at beginning of year	58,955	-	58,955
Net assets at end of year	<u>\$ 130,382</u>	<u>\$ -</u>	<u>\$ 130,382</u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Program Services		Supporting Services		Total
	Social Services	Management and General	Fund Raising		
Officers' allowances, employee salaries and benefits	\$ 57,293	\$ -	\$ 32,224	\$	89,517
Contract and professional services	14,239	5,092	6,913		26,244
Supplies	1,492	495	2,118		4,105
Telecommunications	1,590	-	-		1,590
Postage and shipping	346	-	4,832		5,178
Occupancy and equipment	25,277	-	2,012		27,289
Printing and publications	-	-	21,022		21,022
Travel and meals	5,749	-	1,200		6,949
Specific assistance to individuals	166,565	-	-		166,565
Support services	34,125	-	-		34,125
Total expenses	<u>\$ 306,676</u>	<u>\$ 5,587</u>	<u>\$ 70,321</u>	<u>\$</u>	<u>\$ 382,584</u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 71,427
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:	
Changes in assets and liabilities:	
Receivables	(4,398)
Due to Divisional and Territorial Headquarters	6,197
Due to other Salvation Army units	3,639
Accounts payable and accrued expenses	9,197
Deferred revenue	<u>(29,461)</u>
Net cash provided by operating activities	<u>56,601</u>
Net increase in cash and cash equivalents	56,601
Cash and cash equivalents at beginning of year	<u>90,113</u>
Cash and cash equivalents at end of year	<u><u>\$ 146,714</u></u>

See accompanying notes to financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

1 PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its memberships include officers (clergy), soldiers and adherents (laity), members of varied activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The Salvation Army is an organization exempt from income taxation under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The accompanying financial statements are summaries of the financial position, results of operations, net asset classifications and sources and applications of cash of the Operating Fund (the "Fund") of The Salvation Army - Osceola County Service Center, an operating unit of the Southern Territory of The Salvation Army.

The Fund operates under the direction of The Salvation Army - Florida Divisional Headquarters in Tampa, Florida, and The Salvation Army - Southern Territorial Headquarters in Atlanta, Georgia. The Fund is used to record the day-to-day operations of the operating unit, including the receipt and use of funds with no external restrictions. The Fund does not include land and buildings and certain other interest-earning assets which are under the legal control and discretion of The Salvation Army, a Georgia corporation.

The Fund's program services include spiritual and social programs for young people and adults, group activities, pastoral counseling, homemaking classes, institutional and family visitation, sports and recreation facilities and educational and music classes. In addition, the Fund's social services center provides emergency financial assistance and counseling to the needy.

2 SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees/Directors, all assets, liabilities and support and revenue are accounted for in the following net asset classifications:

- Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be designated for specific purposes or locations by actions of the Board of Trustees/Directors.
- Net Assets With Donor Restrictions - Net assets that are subject to donor-imposed restrictions that will be fulfilled either by actions of The Salvation Army or the passage of time or that include a stipulation that assets provided be retained and invested permanently while permitting The Salvation Army to use all or part of the investment return on these assets for specified or unspecified purposes.

Cash and Cash Equivalents

For purposes of these statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and having original maturities of three months or less.

Contributions Receivable

Unconditional contributions receivable that are expected to be collected within one year are recorded at net realizable value. Contributions receivable that are expected to be collected in future years are recorded at the present value of estimated future cash flows and are discounted using a credit-adjusted discount rate applicable to the year in which the pledge was made. Amortization of the discount is recorded as additional contribution revenue. An allowance for uncollectible contributions receivable is based on management's judgment, including such factors as prior collection history, subsequent collections, creditworthiness of the donor and the nature of the fundraising activity. Contributions receivable are written off when determined to be uncollectible.

Property, Equipment, Depreciation and Reserves

All land and buildings used by the Fund, as well as any contributions or reserves established for purchase or replacement of land or buildings, are held in separate funds which are under the legal control and discretion of The Salvation Army, a Georgia corporation. Consequently, these assets are not included in the accompanying financial statements. The Fund has not been assessed a specific fee or rent charge for utilization of these facilities. Rent charges may be assessed for utilization of other facilities from third parties.

Equipment is stated at cost or, if donated, at fair market value at the date of donation. Equipment is capitalized based upon actual cost and depreciated on a straight line basis over three to ten years. As a matter of Salvation Army policy, items costing \$10,000 or more are capitalized and all other items are expensed to occupancy and equipment costs.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Provision is made for estimated major future costs of property maintenance and replacement of vehicles and some equipment by transfer of operating net assets to board designated net assets without donor restrictions. As of September 30, 2020, cash and cash equivalents include the following, which is board designated to be used for a certain purpose:

Property maintenance reserve	\$ 1,167
	<u>\$ 1,167</u>

The Fund is subject to the provisions of FASB ASC 360-10-35, *Impairment or Disposal of Long-Lived Assets*. This standard requires impairment losses to be recorded on long-lived assets when indicators of impairment are present and when the undiscounted cash flows estimated to be generated by those assets (excluding interest) are less than the carrying amount of the assets. In such cases, the carrying value of assets to be held and used are adjusted to their estimated fair value and assets held for sale are adjusted to their estimated fair value less selling expenses. No impairment losses were recognized in fiscal year 2020.

Revenue Recognition

All items of support and revenue are stated on the accrual basis. Support and revenue are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. All expenses are reported as decreases in net assets without donor restrictions. In addition, advances received under certain grants are recorded as deferred revenue until expended.

Contributions subject to donor-imposed restrictions are recorded as revenue with donor restrictions. When the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed, the net assets are reclassified as net assets without donor restrictions and reported as net assets released from restrictions. Contributions with restrictions that are met during the fiscal year in which they are received are recorded as revenue without donor restrictions. Conditional promises to give and intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions received for fundraising events are recorded as deferred revenue until the event is held.

In addition to contributions from the public at large, the Fund also receives certain amounts which are earned or otherwise released from funds held in trust by Southern Territorial Headquarters. These amounts are included in contributions in the accompanying financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

The Fund recognizes revenue from grants and contracts in accordance with Accounting Standards Update 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. In accordance with ASU 2018-08, the Fund evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, the Fund applies guidance under ASC Topic 606, *Revenue from Contracts with Customers*. If the transfer of assets is determined to be a contribution, the Fund evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before the Fund is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Donations-in-kind and Contributed Services

Material donations-in-kind items used in the Fund's programs and services (e.g., vehicle, free rent, equipment, etc.) and donated goods distributed (e.g., clothing, furniture, foodstuffs, etc.) are recorded at their estimated fair value as revenue and expense at the time the items are placed into service or distributed.

Contributed services are reported as contributions at their fair value if such services 1) create or enhance non-financial assets, or 2) would typically need to be purchased if not provided by contribution, require specialized skills and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers.

The Fund has a significant number of volunteers who contribute meaningful amounts of time in furtherance of the Fund's mission. Such contributions do not meet generally accepted accounting criteria for recognition as contributed services and, accordingly, are not recorded in the statement of activities and changes in net assets.

Expenses

All expenses are stated on the accrual basis and presented in the statement of activities and changes in net assets and the statement of functional expenses. Expenses directly attributable to a specific functional category are reported as expenses of those functional categories. Expenses attributable to more than one functional category are allocated across program services and supporting services based on personnel time and actual expenses incurred for the related activities.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Recently Adopted Accounting Pronouncement

In June 2018, the FASB issued Accounting Standards Update 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which requires organizations to determine whether a contribution is conditional based on whether an agreement includes a barrier that must be overcome and either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets. If the agreement (or a referenced document) includes both, the recipient is not entitled to the transferred assets (or a future transfer of assets) until it has overcome the barriers in the agreement. As required by the ASU, the Fund adopted ASU 2018-08 as of and for the year ended September 30, 2020.

Recently Issued Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which increases the transparency of contributed nonfinancial assets for not-for-profit entities through enhancements to presentation and disclosure. The new standard is effective for the fiscal year ending September 30, 2022 and must be applied retrospectively. Implementation of the new standard will not affect the Fund's financial position, changes in net assets or cash flows.

3 EMPLOYEE RETIREMENT PROGRAM

Eligible employees participate in The Salvation Army's retirement program (the "Program") with other Salvation Army territories which provides for death, disability and retirement benefits. The Program includes a defined benefit plan and a defined contribution, money purchase plan. Annual contributions to the Program are based on a stipulated percentage of employees' salaries. The Fund incurred \$2,846 of expense under this Program in fiscal year 2020.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

4 LIQUIDITY AND AVAILABILITY OF RESOURCES

The following reflects the Fund's financial assets as of September 30, 2020, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of September 30, 2020.

Financial assets at year-end:	
Cash and cash equivalents	\$ 146,714
Receivables	<u>5,763</u>
Total financial assets	<u>152,477</u>
Less those unavailable for general expenditures within one year:	
Board designated net assets	<u>(1,167)</u>
Total financial assets unavailable for general expenditures within one year	<u>(1,167)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 151,310</u>

The Fund is substantially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Fund must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditures within one year. As part of the Fund's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Fund invests cash in excess of daily requirements in short-term investments. Occasionally, the Board of Trustees/Directors designates a portion of any operating surplus to its liquidity reserve. There is also a fund established by the Board of Trustees/Directors that may be drawn upon in the event of financial distress or an immediate liquidity need resulting from events outside the typical life cycle of converting financial assets to cash or settling financial liabilities. In the event of an unanticipated liquidity need, the Fund also could draw upon available lines of credit or its quasi-endowment fund.

5 FAIR VALUE OF FINANCIAL INSTRUMENTS

The Fund's financial instruments consist of cash and cash equivalents, receivables, due to Divisional and Territorial Headquarters, due to other Salvation Army units and accounts payable and accrued expenses. These financial instruments are all stated either at cost or net realizable value, which approximates fair value.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Financial instruments that potentially expose the Fund to concentrations of credit and market risk consist primarily of cash and cash equivalents and receivables. Cash and cash equivalents are maintained at federally insured financial institutions and credit exposure is limited to the amount of deposits at any one institution in excess of the federally insured limit. Receivables may be due from various government agencies, the United Way, other entities and individuals, therefore, diversifying the related concentration of credit risk. Losses due to uncollectibility of these receivables have historically been negligible.

6 CONTINGENCIES

Legal Proceedings

The Fund, in the normal course of its operations, is or could become a party to various legal proceedings and complaints, the majority of which are covered by insurance. While it is not feasible to predict the ultimate outcomes of such matters, management is not aware of any claims or contingencies, which are not covered by insurance, that would have a material adverse effect on the financial position, changes in net assets and cash flows of the Fund.

Government Grants and Contracts

Cost-reimbursement grant programs are subject to review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes that any costs ultimately disallowed would not materially affect the Fund's financial position.

Sick Pay Accrual

Employees of the Fund are entitled to paid sick days depending on length of service and other factors. Unused sick time may roll over to the next year and can be accumulated to a maximum of sixty days; however, unused sick time is not paid upon termination. It is not practicable for the Fund to estimate the amount of compensation for future sick absences; accordingly, no liability has been recorded in the accompanying financial statements. The Fund's policy is to recognize the costs of compensated sick absences when actually paid to employees.

Uncertainty

The extent of the impact and effects of the outbreak of the coronavirus on the Fund's operations will depend on future developments, including the duration and spread of the outbreak, related travel advisories and restrictions and the recovery time of disrupted contributors, all of which are highly uncertain and cannot be predicted. While the Fund's operations have not been significantly impacted due to the virus to date, if the virus causes significant negative impacts to economic conditions, the Fund's operations may be adversely affected.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

7 RELATED PARTY TRANSACTIONS

The Fund, Florida Divisional Headquarters, Southern Territorial Headquarters and other Salvation Army units may hold funds or may pay operating costs on behalf of each other. The balances receivable or payable are presented as amounts due from or due to the related party in the accompanying statement of financial position.

During fiscal year 2020, the Fund received \$23,750 from another Salvation Army unit in the form of grants. This amount is included in the accompanying financial statements as other income.

The Fund is assessed an administrative charge by The Salvation Army - Florida Divisional Headquarters and the Southern Territorial Headquarters for support services provided. Support services provided by Divisional and Territorial Headquarters include program, personnel, business and social services. Expenses reflected for these services were \$34,125 in fiscal year 2020.

Employees of The Salvation Army are provided health benefits under a self-insured program which is administered by a third-party claims administrator. Amounts charged to the Fund and included in expenses for this provision were \$11,733 in fiscal year 2020.

The Salvation Army maintains self-insurance programs for general liability, automobile, workers compensation and property coverage. The programs, which are administered by the Southern Territorial Headquarters, are intended to provide coverage for claims arising in all centers of operation. Amounts charged to the Fund and included in expenses were \$4,954 in fiscal year 2020.

During fiscal year 2020, the Fund made lease payments of \$15,000, which were paid on behalf of The Salvation Army, a Georgia corporation, who has leased buildings and certain other equipment which are used by the Fund. This amount is included in the accompanying financial statements as occupancy and equipment expense.

During fiscal year 2020, the Fund contributed \$1,770 to other Salvation Army units. Management considers these amounts not associated with any particular function; therefore, these amounts are included as a separate line item in the statement of activities and changes in net assets and are not included in the statement of functional expenses.

8 SUBSEQUENT EVENTS

The Fund has evaluated the need for disclosures and/or adjustments resulting from subsequent events through February 9, 2021, the date the financial statements were available to be issued. During this period, there were no subsequent events that required recognition and/or disclosure in the accompanying financial statements.



**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2019



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**INDEPENDENT AUDITOR'S REPORT**

To the Board of Trustees of The Salvation Army,
a Georgia Corporation

We have audited the accompanying financial statements of the Operating Fund of The Salvation Army - Osceola County Service Center, which comprise the statement of financial position as of September 30, 2019, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Trustees of The Salvation Army,
a Georgia Corporation
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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Operating Fund of The Salvation Army - Osceola County Service Center as of September 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

As discussed in Note 1, the financial statements present only the Operating Fund of The Salvation Army - Osceola County Service Center and do not purport to, and do not, present fairly the financial position of The Salvation Army - Osceola County Service Center as a whole or The Salvation Army, a Georgia corporation, as of September 30, 2019, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

BKM, PA.

Winter Park, Florida
September 15, 2020

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

STATEMENT OF FINANCIAL POSITION

SEPTEMBER 30, 2019

ASSETS

Current assets:	
Cash and cash equivalents	\$ 90,113
Receivables	<u>1,365</u>
Total assets	<u>\$ 91,478</u>

LIABILITIES AND NET ASSETS

Current liabilities:	
Due to Divisional and Territorial Headquarters	\$ 236
Due to other Salvation Army units	724
Accounts payable and accrued expenses	2,102
Deferred revenue	<u>29,481</u>
Total liabilities	<u>32,523</u>
Net assets:	
Without donor restrictions:	
Undesignated	57,788
Board designated	<u>1,167</u>
Total net assets	<u>58,955</u>
Total liabilities and net assets	<u>\$ 91,478</u>

See accompanying notes to financial statements.

THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
Support and revenue:			
Contributions	\$ 218,855	\$ -	\$ 218,855
Fees and grants from government agencies	20,539	-	20,539
Other income	6,250	-	6,250
Total support and revenue	245,644	-	245,644
Expenses:			
Program services:			
Social services	164,516	-	164,516
Total program services	164,516	-	164,516
Supporting services:			
Management and general	5,418	-	5,418
Fund raising	69,620	-	69,620
Total supporting services	75,038	-	75,038
Total expenses	239,554	-	239,554
Change in net assets	6,090	-	6,090
Net assets at beginning of year	52,865	-	52,865
Net assets at end of year	\$ 58,955	\$ -	\$ 58,955

See accompanying notes to financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Program Services	Supporting Services Management and General	Fund Raising	Total
Officers' allowances, employee salaries and benefits	\$ 48,769	\$ -	\$ 29,120	\$ 77,889
Contract and professional services	8,721	5,043	8,947	22,711
Supplies	1,493	333	2,064	3,890
Telecommunications	2,913	-	70	2,983
Postage and shipping	24	-	4,296	4,320
Occupancy and equipment	10,403	-	5,663	16,066
Printing and publications	27	-	18,127	18,154
Travel and meals	5,530	42	1,333	6,905
Specific assistance to individuals	66,461	-	-	66,461
Support services	20,175	-	-	20,175
Total expenses	\$ 164,516	\$ 5,418	\$ 69,620	\$ 239,554

See accompanying notes to financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 6,090
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:	
Changes in assets and liabilities:	
Receivables	2,793
Due to Divisional and Territorial Headquarters	(457)
Due to other Salvation Army units	(645)
Accounts payable and accrued expenses	190
Deferred revenue	29,461
Net cash provided by operating activities	37,432
Net increase in cash and cash equivalents	37,432
Cash and cash equivalents at beginning of year	52,681
Cash and cash equivalents at end of year	\$ 90,113

See accompanying notes to financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

1 PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its memberships include officers (clergy), soldiers and adherents (laity), members of varied activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The Salvation Army is an organization exempt from income taxation under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The accompanying financial statements are summaries of the financial position, results of operations, net asset classifications and sources and applications of cash of the Operating Fund (the "Fund") of The Salvation Army - Osceola County Service Center, an operating unit of the Southern Territory of The Salvation Army.

The Fund operates under the direction of The Salvation Army - Florida Divisional Headquarters in Tampa, Florida, and The Salvation Army - Southern Territorial Headquarters in Atlanta, Georgia. The Fund is used to record the day-to-day operations of the operating unit, including the receipt and use of funds with no external restrictions. The Fund does not include land and buildings and certain other interest-earning assets which are under the legal control and discretion of The Salvation Army, a Georgia corporation.

The Fund's program services include spiritual and social programs for young people and adults, group activities, pastoral counseling, homemaking classes, institutional and family visitation, sports and recreation facilities and educational and music classes. In addition, the Fund's social services center provides emergency financial assistance and counseling to the needy.

2 SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees/Directors, all assets, liabilities and support and revenue are accounted for in the following net asset classifications:

- Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be designated for specific purposes or locations by actions of the Board of Trustees/Directors.
- Net Assets With Donor Restrictions - Net assets that are subject to donor-imposed restrictions that will be fulfilled either by actions of The Salvation Army or the passage of time or that include a stipulation that assets provided be retained and invested permanently while permitting The Salvation Army to use all or part of the investment return on these assets for specified or unspecified purposes.

Cash and Cash Equivalents

For purposes of these statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and having original maturities of three months or less.

Cash and cash equivalents in the accompanying statement of financial position include restricted cash of \$29,461 as of September 30, 2019, which must be for financial assistance.

Contributions Receivable

Unconditional contributions receivable that are expected to be collected within one year are recorded at net realizable value. Contributions receivable that are expected to be collected in future years are recorded at the present value of estimated future cash flows and are discounted using a credit-adjusted discount rate applicable to the year in which the pledge was made. Amortization of the discount is recorded as additional contribution revenue. An allowance for uncollectible contributions receivable is based on management's judgment, including such factors as prior collection history, subsequent collections, creditworthiness of the donor and the nature of the fundraising activity. Contributions receivable are written off when determined to be uncollectible.

Property, Equipment, Depreciation and Reserves

All land and buildings used by the Fund, as well as any contributions or reserves established for purchase or replacement of land or buildings, are held in separate funds which are under the legal control and discretion of The Salvation Army, a Georgia corporation. Consequently, these assets are not included in the accompanying financial statements. The Fund has not been assessed a specific fee or rent charge for utilization of these facilities. Rent charges may be assessed for utilization of other facilities from third parties.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Equipment is stated at cost or, if donated, at fair market value at the date of donation. Equipment is capitalized based upon actual cost and depreciated on a straight line basis over three to ten years. As a matter of Salvation Army policy, items costing \$10,000 or more are capitalized and all other items are expensed to occupancy and equipment costs.

Provision is made for estimated major future costs of property maintenance and replacement of vehicles and some equipment by transfer of operating net assets to board designated net assets without donor restrictions. As of September 30, 2019, cash and cash equivalents include the following, which is board designated to be used for a certain purpose:

Property maintenance reserve	\$ 1,167
	<u>\$ 1,167</u>

The Fund is subject to the provisions of FASB ASC 360-10-35, *Impairment or Disposal of Long-Lived Assets*. This standard requires impairment losses to be recorded on long-lived assets when indicators of impairment are present and when the undiscounted cash flows estimated to be generated by those assets (excluding interest) are less than the carrying amount of the assets. In such cases, the carrying value of assets to be held and used are adjusted to their estimated fair value and assets held for sale are adjusted to their estimated fair value less selling expenses. No impairment losses were recognized in fiscal year 2019.

Revenue Recognition

All items of support and revenue are stated on the accrual basis. Support and revenue are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. All expenses are reported as decreases in net assets without donor restrictions. In addition, advances received under certain grants are recorded as deferred revenue until expended.

Contributions subject to donor-imposed restrictions are recorded as revenue with donor restrictions. When the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed, the net assets are reclassified as net assets without donor restrictions and reported as net assets released from restrictions. Contributions with restrictions that are met during the fiscal year in which they are received are recorded as revenue without donor restrictions. Conditional promises to give and intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions received for fundraising events are recorded as deferred revenue until the event is held.

In addition to contributions from the public at large, the Fund also receives certain amounts which are earned or otherwise released from funds held in trust by Southern Territorial Headquarters. These amounts are included in contributions in the accompanying financial statements.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Donations-in-kind and Contributed Services

Material donations-in-kind items used in the Fund's programs and services (e.g., vehicle, free rent, equipment, etc.) and donated goods distributed (e.g., clothing, furniture, foodstuffs, etc.) are recorded at their estimated fair value as revenue and expense at the time the items are placed into service or distributed.

Contributed services are reported as contributions at their fair value if such services 1) create or enhance non-financial assets, or 2) would typically need to be purchased if not provided by contribution, require specialized skills and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers.

The Fund has a significant number of volunteers who contribute meaningful amounts of time in furtherance of the Fund's mission. Such contributions do not meet generally accepted accounting criteria for recognition as contributed services and, accordingly, are not recorded in the statement of activities and changes in net assets.

Expenses

All expenses are stated on the accrual basis and presented in the statement of activities and changes in net assets and the statement of functional expenses. Expenses directly attributable to a specific functional category are reported as expenses of those functional categories. Expenses attributable to more than one functional category are allocated across program services and supporting services based on personnel time and actual expenses incurred for the related activities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Recently Adopted Accounting Pronouncement

In August 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-14, Not-for-Profit Entities (Topic 958): *Presentation of Financial Statements of Not-for-Profit Entities* ("ASU 2016-14"). The ASU amends the current reporting model for not-for-profit organizations and requires certain additional disclosures.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

The significant changes to the Fund include:

- Requiring the presentation of two net asset classes classified as "net assets without donor restrictions" and "net assets with donor restrictions,"
- Requiring an analysis of expenses by function and nature in a separate statement or in the notes to the financial statements,
- Requiring disclosure of quantitative and qualitative information on liquidity,
- Presenting investment return net of external and direct internal investment expenses, and
- Modifying other financial statement reporting requirements and disclosures intended to increase the usefulness to the reader.

As required by the ASU, the Fund adopted ASU 2016-14 during fiscal year 2019.

Recently Issued Accounting Pronouncement

In June 2018, the FASB issued ASU No. 2018-08, Not-for-Profit Entities (Topic 958): *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which requires organizations to determine whether a contribution is conditional based on whether an agreement includes a barrier that must be overcome and either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets. If the agreement (or a referenced document) includes both, the recipient is not entitled to the transferred assets (or a future transfer of assets) until it has overcome the barriers in the agreement. The new standard is effective for fiscal year 2020 and may be applied retrospectively or prospectively. The Fund is currently evaluating the effect that implementation of the new standard will have on its financial position, changes in net assets and cash flows.

3 EMPLOYEE RETIREMENT PROGRAM

Eligible employees participate in The Salvation Army's retirement program (the "Program") with other Salvation Army territories which provides for death, disability and retirement benefits. The Program includes a defined benefit plan and a defined contribution, money purchase plan. Annual contributions to the Program are based on a stipulated percentage of employees' salaries. The Fund incurred \$1,931 of expense under this Program in fiscal year 2019.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

4 LIQUIDITY AND AVAILABILITY OF RESOURCES

The following reflects the Fund's financial assets as of September 30, 2019, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of September 30, 2019.

Financial assets at year-end:	
Cash and cash equivalents	\$ 90,113
Receivables	<u>1,365</u>
Total financial assets	<u>91,478</u>
Less those unavailable for general expenditures within one year:	
Board designated net assets	<u>(1,167)</u>
Total financial assets unavailable for general expenditures within one year	<u>(1,167)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 90,311</u>

The Fund is substantially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Fund must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditures within one year. As part of the Fund's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Fund invests cash in excess of daily requirements in short-term investments. Occasionally, the Board of Trustees/Directors designates a portion of any operating surplus to its liquidity reserve. There is also a fund established by the Board of Trustees/Directors that may be drawn upon in the event of financial distress or an immediate liquidity need resulting from events outside the typical life cycle of converting financial assets to cash or settling financial liabilities. In the event of an unanticipated liquidity need, the Fund also could draw upon available lines of credit or its quasi-endowment fund.

5 FAIR VALUE OF FINANCIAL INSTRUMENTS

The Fund's financial instruments consist of cash and cash equivalents, receivables, due to Divisional and Territorial Headquarters, due to other Salvation Army units and accounts payable and accrued expenses. These financial instruments are all stated either at cost or net realizable value, which approximates fair value.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

Financial instruments that potentially expose the Fund to concentrations of credit and market risk consist primarily of cash and cash equivalents and receivables. Cash and cash equivalents are maintained at federally insured financial institutions and credit exposure is limited to the amount of deposits at any one institution in excess of the federally insured limit. Receivables may be due from various government agencies, the United Way, other entities and individuals, therefore, diversifying the related concentration of credit risk. Losses due to uncollectibility of these receivables have historically been negligible.

6 CONTINGENCIES

Legal Proceedings

The Fund, in the normal course of its operations, is or could become a party to various legal proceedings and complaints, the majority of which are covered by insurance. While it is not feasible to predict the ultimate outcomes of such matters, management is not aware of any claims or contingencies, which are not covered by insurance, that would have a material adverse effect on the financial position, changes in net assets and cash flows of the Fund.

Government Grants and Contracts

Cost-reimbursement grant programs are subject to review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes that any costs ultimately disallowed would not materially affect the Fund's financial position.

Sick Pay Accrual

Employees of the Fund are entitled to paid sick days depending on length of service and other factors. Unused sick time may roll over to the next year and can be accumulated to a maximum of sixty days; however, unused sick time is not paid upon termination. It is not practicable for the Fund to estimate the amount of compensation for future sick absences; accordingly, no liability has been recorded in the accompanying financial statements. The Fund's policy is to recognize the costs of compensated sick absences when actually paid to employees.

Uncertainty

The extent of the impact and effects of the recent outbreak of the coronavirus on the Fund's operations will depend on future developments, including the duration and spread of the outbreak, related travel advisories and restrictions and the recovery time of disrupted contributors, all of which are highly uncertain and cannot be predicted. While the Fund's operations have not been significantly impacted due to the virus to date, if the virus causes significant negative impacts to economic conditions, the Fund's operations may be adversely affected.

**THE SALVATION ARMY - OSCEOLA COUNTY SERVICE CENTER
OPERATING FUND**

**NOTES TO FINANCIAL STATEMENTS
(continued)**

7 RELATED PARTY TRANSACTIONS

The Fund, Florida Divisional Headquarters, Southern Territorial Headquarters and other Salvation Army units may hold funds or may pay operating costs on behalf of each other. The balances receivable or payable are presented as amounts due from or due to the related party in the accompanying statement of financial position.

During fiscal year 2019, the Fund received \$6,250 from another Salvation Army unit in the form of grants. This amount is included in the accompanying financial statements as other income.

The Fund is assessed an administrative charge by The Salvation Army - Florida Divisional Headquarters and the Southern Territorial Headquarters for support services provided. Support services provided by Divisional and Territorial Headquarters include program, personnel, business and social services. Expenses reflected for these services were \$20,175 in fiscal year 2019.

Employees of The Salvation Army are provided health benefits under a self-insured program which is administered by a third-party claims administrator. Amounts charged to the Fund and included in expenses for this provision were \$11,536 in fiscal year 2019.

The Salvation Army maintains self-insurance programs for general liability, automobile, workers compensation and property coverage. The programs, which are administered by the Southern Territorial Headquarters, are intended to provide coverage for claims arising in all centers of operation. Amounts charged to the Fund and included in expenses were \$4,372 in fiscal year 2019.

8 SUBSEQUENT EVENTS

The Fund has evaluated the need for disclosures and/or adjustments resulting from subsequent events through September 15, 2020, the date the financial statements were available to be issued.

Date _____

PSH and RRH Programs

HMIS ID# _____

CoC Program Entry-Intake Form*To be completed on all **ADULTS** over the age of 18 in the household.***Personal Information**

Name: _____ Date of Birth _____ Veteran? _____

SSN: _____ Phone: _____

Email: _____ Emergency Contact Info: _____

What is your Primary Race?

- ☐ American Indian/Alaska Native
 ☐ Black/African American
 ☐ White
☐ Asian
 ☐ Native Hawaiian/ Pacific Islander

Which Ethnicity do you most identify with?

- ☐ Non-Hispanic/Non-Latino
 ☐ Hispanic/Latino
 ☐ Don't know/Refused

Which Gender do you identify as?

- ☐ Female
 ☐ Trans Female (MTF)
 ☐ I don't know
☐ Male
 ☐ Trans Male (FTM)
 ☐ Refused
☐ Gender Non-Conforming

Relationship to the Head of Household

- ☐ Self (HOH)
 ☐ HOH's spouse or partner
 ☐ Other non-related
☐ HOH's Child
 ☐ HOH's other relation member

CoC Location

- ☐ Orange, Seminole, Osceola (FL-507)
 ☐ Citrus, Hernando, Lake, Sumter (FL-520)

Disability Information

Do you have a disabling condition like a physical, mental, emotional, developmental, HIV/AIDS, or substance use disorder that significantly impairs your ability to perform daily activities?

- ☐ Yes
 ☐ No

If yes, what kind of Disability Condition do you have? (Select All that apply)

- ☐ Alcohol Use Disorder
 ☐ Developmental
 ☐ Mental Health Problem
☐ Alcohol & Drug Use Disorder
 ☐ Drug Use Disorder
 ☐ Physical
☐ Chronic Health Condition
 ☐ HIV/AIDS
 ☐ Physical \ Medical

Has a medical provider ever diagnosed the disability? (Disability Determination)

- ☐ Yes
 ☐ No

Does the condition significantly impair your daily living and ability to keep a steady job or housing (Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?)

- ☐ Yes
 ☐ I don't know
 ☐ Don't know

Health Insurance

- ☐ Yes
 ☐ No
 ☐ Don't know

If yes, what type(s) of Health Insurance (select all that apply):

- ☐ Medicaid
 ☐ Indian Health Services Program
 ☐ State Health Ins for Adults
☐ Medicare
 ☐ State Children's Health Ins
 ☐ Other
☐ Employer Provided Health Ins
 ☐ (VA) Medical Services
☐ Health Ins Obtained via Cobra
 ☐ Private Pay Health Ins

Medicaid plan, if applicable:

Prior Living Situation*Where did you sleep last night? (Prior Living Situation)*

- ☐ Streets / Place not meant for habitation
☐ Emergency Shelter (ES), including hotel or motel paid for with emergency voucher
☐ Safe Haven (Emergency Shelter for persons with severe mental illness)

☐ Foster care home or foster care group home
☐ Hospital or other residential non-psychiatric medical facility
☐ Jail, prison or juvenile detention facility
☐ Long-term care facility or nursing home
☐ Psychiatric hospital or other psychiatric facility
☐ Substance abuse treatment facility or detox center

☐ Residential project or halfway house with no homeless criteria
☐ Hotel or motel paid for without emergency shelter voucher
☐ Transitional housing for homeless persons (including homeless youth)
☐ Host Home (non Crisis)
☐ Staying or living in a family member's room, apartment or house
☐ Staying or living in a friend's room, apartment or house
☐ Rental by client, with GPD TIP subsidy
☐ Rental by client, with VASH subsidy
☐ Permanent housing (Other than RRH) for formerly homeless persons
☐ Rental by client, with RRH or equivalent subsidy
☐ Rental by client, with HCV (tenant or project based)
☐ Rental by client in a public housing unit
☐ Rental by client, no ongoing housing subsidy
☐ Rental by client, with other ongoing housing subsidy
☐ Owned by client, with ongoing housing subsidy
☐ Owned by client, no ongoing housing subsidy

How long have you been in the above living situation? (Length of stay in previous place)

- | | | |
|--|---|--|
| ☐ 1 night or less | ☐ 7+ night-less than a month | ☐ 90+ days-less than a year |
| ☐ 2 – 6 nights | ☐ 1 month – 89 days | ☐ 1 year or longer |

*What's the approximate date your current homeless episode began: ____/____/____**Regardless of where you stayed last night, how many times have you been homeless on streets or ES in the last 3 years?*

- | | |
|--|--|
| ☐ 1 time (use for 1 long consecutive episode) | ☐ 3 times |
| ☐ 2 times | ☐ 4 of more times |

*What's the total number of months you've been homeless on the streets/ES in the past 3 years: _____***CoC Questions***What county were you in when this episode of homelessness began?*

- | | |
|-----------------------------------|--------------------------------------|
| ☐ Orange | ☐ Osceola |
| ☐ Seminole | ☐ Other _____ |

What is the last known address where you have stayed? (Residence or Last Permanent Address)

- ☐ Street Address: _____ Unit Number: _____
☐ City: _____
☐ State: _____
☐ Zip: _____
☐ Start Date: ____/____/____ End Date: ____/____/____

Domestic Violence

If you feel safe sharing, have you ever experienced intimate partner violence or domestic violence?

☐ Yes
☐ No

☐ I don't know
☐ Refused

If yes, when did the last experience occur?

☐ Within the past three months
☐ Three to six months ago

☐ Six to twelve months ago
☐ More than a year ago

☐ I don't know
☐ Refused

Are you currently trying to get out of a dangerous situation?

☐ Yes
☐ No

☐ Client Doesn't Know
☐ Client Refused

Income

Do you have income from any source in the last 30 days?

☐ Yes

☐ No

☐ I don't know

If yes to any of the following income, specify gross amount:

☐ Alimony/Spousal Support _____
☐ Child Support _____
☐ Earned Income _____
☐ General Assistance _____
☐ Other _____
☐ Pension or retirement from job _____
☐ Private Disability _____
☐ Retirement from SSA _____

☐ SSDI _____
☐ SSI _____
☐ TANF _____
☐ Unemployment _____
☐ VA Non Service Connected Disb. _____
☐ VA Service Connected Disability _____
☐ Worker's Comp _____

Total Monthly Income: \$ _____

Non Cash Benefits

2. Do you have any Non-Cash benefit from any source?

☐ Yes

☐ No

☐ I don't know

If yes to Non-Cash benefits, specify amount:

☐ SNAP _____
☐ WIC _____
☐ TANF Child Care _____

☐ TANF Transportation _____
☐ Other TANF-funded Services _____
☐ Other Source _____

Employment

If yes, Type of Employment: ☐ Full Time ☐ Part Time ☐ Seasonal/Sporadic (including day labor)

If No, Reason: ☐ Looking for work ☐ Unable to work ☐ Not looking for work

If you have severe and persistent disability, do you need help applying for SSI (SOAR)? ☐ Yes ☐ No

Case Notes: _____

THE SALVATION ARMY**JOB DESCRIPTION****JOB CODE: 6230****DATE: 7/13/2011**

POSITION TITLE: DIRECTOR OF SOCIAL SERVICES

INCUMBENT: NATHAN EMERY

REPORTS TO: AREA COMMANDER

DEPARTMENT: SOCIAL SERVICES

LOCATION: ORLANDO

FLSA STATUS: EXEMPT

POSITION SUMMARY:

Plans, directs, coordinates, supervises, and monitors the administration of all social service programs within the department for Orange/Osceola Counties including but not limited to crisis intervention counseling, transitional living accommodations, emergency services as well as financial, food, clothing, and furniture assistance; supervises all department staff and ensure work is in compliance with established policies and procedures; develops, implements, and enhances programs to effectively meet the needs of the community; administers the department budget and secures funding for programs; writes grants proposals and ensures program operations are in compliance with contract agreements; serves as leader in the community by performing public speaking and promoting program services.

ESSENTIAL FUNCTIONS: This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this position. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this position description.

Designs and supervises the administration of all social service programs to include emergency shelters, family crisis intervention, transitional living shelters, domestic violence shelters, etc.; develops, implements, and enforces program policies and procedures; evaluates program effectiveness and develops enhancements to improve overall operations and delivery of services.

Supervises, plans, assigns, coordinates and monitors the work of all staff working for the Social Services Department; instructs and trains staff in the proper methods and procedures; monitors work in progress and upon completion to ensure compliance with established policies and procedures; conducts performance evaluations and provides hiring/firing and salary recommendations.

Supervises, reviews, monitors, and audits all program records and client files; ensures the accuracy, completeness, and confidentiality of the same as well as compliance with established policies and procedures.

Supervises and monitors the maintenance of social service buildings and equipment; ensures facilities are well maintained and in compliance with local, state, and federal regulations.

Administers the FEMA program and all other rent and utility assistance programs; ensures program operations are in compliance with established policies and procedures.

Supervises and monitors the processing of all gifts-in-kind including food, clothing, furniture, transportation, and prescriptions.

Coordinates and monitors The Salvation Army purchases from the food bank; ensures that all program kitchens serve nutritional meals.

Assists in the preparation of grant proposals for social service programs; processes and implements contracts upon approval; ensures that department operations are in compliance with contract restrictions.

Prepares and proposes departmental budget; reviews budget regularly to track funding and expenditures in order to determine compliance with budget projections and constraints.

Supervises and monitors the day-to-day operations of the departmental office staff; develops and secures necessary office equipment and resources; supervises the development and maintenance of computer systems.

Develops and administers a volunteer staffing program networked through existing community affiliates.

Supervises, coordinates and monitors various special and seasonal projects such as Christmas, Thanksgiving, summer camps, college intern programs, etc.

Reviews and monitors monthly statistics representing department services; ensures the accuracy and completeness of the same.

Researches and prepares various departmental reports for internal use as well as those required by grant contracts, United Way, utility companies, etc.

Plans and facilitates staff meetings for all employees; assists employees in resolving operational problems and respond to questions; ensures all employees maintain awareness of program policies and procedures.

Performs community relations functions to promote programs by speaking to groups and coordinating volunteer efforts; serves as The Salvation Army representative with the media; serves as member of various community agency boards as requested; serves as liaison to the United Way.

OTHER RESPONSIBILITIES:

Performs crisis intervention counseling for walk-in clients focusing of the immediate problem and assessing the situation, determining their motivation for help, and designating appropriate resources for referral for short term and/or long term counseling and additional services.

Attends professional conferences and seminars and reads professional journals to maintain awareness of modern and effective social service program development/administration techniques.

Develops and maintains procedural manuals for all social service programs.

Performs other related work as required.

MATERIALS AND EQUIPMENT USED:

General Office Equipment

MINIMUM QUALIFICATIONS REQUIRED:

EDUCATION AND EXPERIENCE:

Masters degree from an accredited college or university in Social Services, Human Service, Mental Health or a LCSW,

and

Five years progressively responsible experience administering social service programs with at least two years in a supervisory capacity,

or

any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

LICENSES AND CERTIFICATIONS:

Valid State driver's license

LCSW if no Master's Degree.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the principles and practices of social service program development and administration.

Knowledge of the principles and practices of crisis intervention counseling as well as the dynamics and issues of domestic violence and sexual abuse.

Knowledge of the principles and practices of budget administration.

Knowledge of the principles and practices of public relations.

Knowledge of the procedures for applying for, securing and maintaining grant funding.

Knowledge of local, state, and federal regulations governing social service programs.

Knowledge of social service resources and agencies in the community.

Knowledge of effective communication and motivation practices.

Ability to motivate, lead, supervise, and evaluate subordinate personnel.

Ability to provide leadership in the community to promote program services.

Ability to perform public speaking.

Ability to develop, implement and enforce program policies and procedures.

Ability to audit client records and ensure accuracy, completeness, and confidentiality.

MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read, write and communicate the English language.

Ability to perform mathematical computations.

Ability to perform public speaking.

Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) 5-10% of work time.

Duties are usually performed seated. Sitting may be relieved by brief or occasional periods of standing or walking.

WORKING CONDITIONS:

Work is performed in a normal office environment where there are little or no physical discomforts associated with changes in weather or discomforts associated with noise, dust, dirt, and the like.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

STATEMENT OF PURPOSE:

The purpose of a job description is to outline the essential functions unique to a particular job within a specific department. Job descriptions are used to recruit, train, and evaluate employees.

Your signature below indicates that you have read and understand the job description and agree to perform the duties as assigned.

Employee Signature

Date

7/13/2011

THE SALVATION ARMY

JOB DESCRIPTION

JOB CODE: 5918 9NE

DATE: 8/20/2021

POSITION TITLE: CASE MANAGEMENT SPECIALIST

INCUMBENT:

REPORTS TO: DIRECTOR OF SOCIAL SERVICES

DEPARTMENT: SOCIAL SERVICES

LOCATION: ORLANDO AREA COMMAND 701

FLSA STATUS: NON-EXEMPT

POSITION SUMMARY:

Interviews, accepts, and provides comprehensive, long-term, structured, complex, case management services for an assigned caseload of clients participating in an established life management program; understands the uniqueness of the client's history in order to determine most effective program plans; develops comprehensive program plan/goals and evaluates client's progress by conducting mentoring and counseling sessions with client and/or staff; serves as advocate for client in order to acquire services that will enable them to functionally cope with their environment. Ensures constant compliance with funding requirements.

ESSENTIAL FUNCTIONS: This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this position. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this position description.

Interviews applicants to determine eligibility for program enrollment based on established facility guidelines and requirements; conduct needs assessment, obtain pertinent information; refers applicants to other agencies if not appropriate for program.

Establishes unique comprehensive long-term program goals (three months or more) for eligible clients based on personality, decision-making abilities, mental capabilities, addiction history, family involvement, etc.; explains goals to client in a manner that is easily understood; consistently counsels client on ways to modify or stop negative behaviors while in the program.

Outsources clients to additional counseling resources if needed. Maintains awareness of progress with external case management professionals, working as a team to meet the holistic needs of the individual.

Provides direct assistance in obtaining and maintaining self-sustaining sources of income, benefits, and other economic supports as well as professional resources that provide assistance in enhancing clients' psychosocial well-being.

Meets regularly with clients to discuss and evaluate their progress, feelings, impressions, changes and personal growth/development; prepares accurate and up-to-date records documenting the same; receives incident reports and enforces disciplinary actions for infractions of the house guidelines.

Facilitates individual and group discussion to ensure clients' attitudes and motivations are progressing; redirects negativity, promotes self-awareness and provides appropriate encouragement.

Plans, coordinates, and/or facilitates life management, behavior modification, addiction-related, etc. classes to assist clients in obtaining skills that will enable them to functionally cope with their environment; obtains speakers and workshop presenters as needed.

Maintains awareness of the program requirements necessary to maintain existing funding; ensures that measurable outcomes correspond with requirements and makes adjustments to case management processes as necessary.

Assists clients in accessing appropriate Corps programs or other agencies based on clients' needs and in accordance with their program plan.

Completes and articulates discharge plans to clients exiting the program.

Prepares and maintains case records and logs on all assigned clients; ensures the accuracy and completeness of the same; enters pertinent information into the established Homeless Management Information System (HMIS).

Attends community meetings with representatives of other agencies in order to educate them about the program, make client referrals and maintain awareness of client's progress.

Prepares case presentations for the supervisor.

Provide weekly/monthly progress reports.

Maintain communication between departments concerning the availability and qualifications for funds available through the Emergency Financial Assistance Department.

Ensures clients adheres to policy and procedures.

Functions as a Master Case Manager for Family Haven Alliance by attending meetings, participating in client selection, providing feedback to the alliance, and updating manager on details of meeting and any concerns.

OTHER RESPONSIBILITIES:

Complete Safe From Harm training

Conducts tours of program facility for outside agencies as requested.

Assists in developing and revising the service policy manual.

Assists with community services as needed.

Assists in performing social service work for special or seasonal projects.

Performs other related work as required.

MATERIALS AND EQUIPMENT USED:

Computer	Photocopy Machine	
Calculator	Facsimile Machine	Scanner

MINIMUM QUALIFICATIONS REQUIRED:

EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited college or university in Social Work, Behavioral Science, or a related field,

and

Three years progressively responsible experience providing direct case management social services including accessing clients' needs and developing individual, comprehensive, long-term action plans for recovery utilizing a wide variety of resources
or

any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

LICENSES AND CERTIFICATIONS:

Valid State Drivers License

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the principles and practices of social service case management.

Knowledge of social service resources and agencies in the community.

Knowledge of effective communication and motivation practices.

Knowledge and commitment to computerized Client Data Management System usage and emphasis on outcome measurement.

Ability to develop program plans and goals based on client's needs.

Ability to evaluate the client's progress toward program goals.

Ability to work with the public encompassing all types of behaviors.

Ability to interview clients and to obtain pertinent information.

Ability to prepare and maintain accurate and complete case notes and client records.

Ability to plan, organize, and prioritize work in order to accomplish work in compliance with quality standards and deadlines.

Ability to build and maintain effective and professional working relationships with clients and community agencies.

MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read, write, and communicate the English language.

Ability to communicate clearly and effectively both orally and in writing.

Ability to think clearly and quickly in order to maintain control of client caseload.

Ability to effectively and efficiently work on multiple cases at the same time without becoming frustrated or disorganized.

Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) 5-10% of work time.

Duties are usually performed seated. Sitting may be relieved by brief or occasional periods of standing or walking.

WORKING CONDITIONS:

Work is performed in a normal office environment where there are little or no physical discomforts associated with changes in weather or discomforts associated with noise, dust, dirt, and the like.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

STATEMENT OF PURPOSE:

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Your signature below indicates that you have read and understand the job description and agree to perform the duties as assigned.

Employee Signature

Date

THE SALVATION ARMY**JOB DESCRIPTION****JOB CODE: 6570 3NE****DATE: 10/06/2021**

POSITION TITLE: **HOUSING MONITOR**

INCUMBENT:

REPORTS TO: PROGRAM FACILITIES MANAGER MEN'S SHELTER

DEPARTMENT: SOCIAL SERVICES

LOCATION: FLA ORLANDO AC WOMEN & CHILDREN'S SHELTER 613

FLSA STATUS: NON-EXEMPT

POSITION SUMMARY:

Accepts and processes residents staying in lodge/shelter overnight; receives and receipts fees received from residents; monitors the activity of residents on an assigned shift ensuring safety, security and compliance to house rules; maintains accurate and complete records and logs containing pertinent information; ensures that lodge/shelter is maintained in a neat and proper order.

ESSENTIAL FUNCTIONS: This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this position. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this position description.

Checks clients into the lodge/shelter; prepares and monitors client intake cards; determines if client has been prepaid by sponsor or credit.

Ensure that all clients are properly oriented to rules and procedures concerning their stay here.

Prepares and distributes meal tickets; distributes towels, linens, and personal hygiene items; secures and distributes client medications as required.

Receives receipts and processes payments for rent and updates intake cards as needed; obtains clients signature on forms as well as lodge/shelter rules and regulations.

Monitors the activities of the lodge/shelter residents ensuring safety and compliance with house rules; checks the security of all windows and doors; monitors cameras and makes periodic rounds of entire facility; records any unique situations occurring on assigned shift.

Responds to emergencies in a calm manner and initiates appropriate corrective actions in accordance with established policies and procedures.

Opens and closes the lodge/shelter doors at designated hours of operation.

Completes required paperwork representing client intake for the day; inputs data into the computer in order to maintain computer records and generate client lists, tallies; drops the money in the safe.

Sorts client intake cards in alphabetical order.

Assigns housekeeping and other tasks to residents; ensures that clients perform assigned house duties in the proper manner; ensures compliance with house rules.

Ensure that anyone in the building wears a badge.

Track incoming individuals to ensure that all have proper permission to be on the grounds.

Answers telephone and responds to questions regarding the Social Service Center operations.

Wakes up lodge/shelter clients at designated time and instructs them to collect their sheets; ensures that all residents are out of the lodge/shelter by the designated time.

Generates client receipts in accordance to the Money Collection Procedure.

Signs an acknowledgement form agreeing to follow all policies that apply to this position as outlined in the Money Collection Procedure.

Enter client data on computer system into the HMIS system.

Maintain accurate and thorough information in Log Book.

Note all emergencies and infractions.

Conduct intake screening for emergency assistance cases.

Assist Case Worker with client referrals and service connections.

OTHER RESPONSIBILITIES:

Administers drug testing of clients as needed.

Directs clients to appropriate agencies for their special needs.

Performs other related work as required.

MATERIALS AND EQUIPMENT USED:

Photocopy Machine Telephone Computer Intercom System Fax machine

MINIMUM QUALIFICATIONS REQUIRED:

EDUCATION AND EXPERIENCE:

High school diploma or G.E.D.

and

one year experience performing security or social service work preferred,

or

any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

LICENSES AND CERTIFICATIONS:

None.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of general office procedures and practices.

Knowledge of basic recordkeeping practices and procedures.

Ability to use computer.

Ability to communicate effectively with clients in order to control, lead, and motivate behavior.

Ability to work with the public encompassing all types of behaviors.

Ability to work independently and with limited supervision while enforcing established policies and procedures.

MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read, write, and communicate the English language.

Ability to respond to emergency situations quickly and calmly while maintaining control and initiating the proper corrective action.

Ability to perform combinations of sitting, standing, and walking on a frequent change basis. Distance of travel is usually within the same building.

Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) 5-10% of work time.

WORKING CONDITIONS:

Work is performed in a lodge/shelter facility where there are little or no physical discomforts associated with changes in weather or discomforts associated with noise, dust, dirt, and the like.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

STATEMENT OF PURPOSE:

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Employee Signature

Date

THE SALVATION ARMY**JOB DESCRIPTION****JOB CODE:** 4055

Grade 8NE

DATE:9/29/2021

JOB TITLE: ACCOUNTANT

INCUMBENT:

REPORTS TO: LEAD ACCOUNTANT

LOCATION: ORLANDO AC ADMINISTRATION 101

FLSA STATUS: NON – EXEMPT

JOB SUMMARY:

Performs computerized double-entry bookkeeping tasks requiring basic knowledge of the principles and practices of fund accounting in order to properly record and maintain precise fiscal records and financial data; applies fundamental bookkeeping knowledge and skills to varied bookkeeping tasks such as posting, checking entries, issuing checks, balancing accounts, and preparing financial reports for assigned accounts; prepares and maintains financial records in an accurate, complete, and timely manner while ensuring the integrity, security and accountability of Salvation Army financial accounts.

ESSENTIAL FUNCTIONS: This job description should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this position. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this job description.

Posts and maintains a variety of ledgers; enters income, expense, and balance sheet data into computerized financial systems; proofs entries to verify accuracy, completeness and integrity; prepares and makes journal entries, balances accounts and prepares reports.

Transfers totals from ledger accounts to routine financial statements; prepares Income & Expense Statement, Balance Sheet, Bank Reconciliation, Mileage, Self-Denial, Accounts Receivable and Payable Reports, etc.

Posts and maintains accounts payable ledger; receives, dates, stamps, obtains approval stamp, and codes all invoices; matches invoices with appropriate back-up paperwork and purchase order; enters data into the accounts payable system; runs reports weekly to determine bills that are due; enters cash payments into the computer; runs checks, records disbursements in all cash ledgers, and distributes checks.

Posts and maintains accounts receivable ledger; receives invoice payments and verifies amount due; prepares receipt, stamps check, posts payment, runs reports, and completes and files deposit slip; determines source of funds and makes appropriate entry into books; maintains records of amounts receivable from Divisional Headquarters, Territorial Headquarters, other units and vendors; collects amounts from officers and employees for personal phone calls, uniforms, etc.

Receives, records, and deposits cash receipts; prepares daily tabulations and reports of cash receipts; distributes receipts to proper funds; makes daily entries into cash receipts ledger; makes adjusting entries as necessary i.e. voids checks and bank charges, etc.; prepares checks for deposit; reconciles bank balance to book balance.

Classifies receipts and disbursements in accordance with established codes; maintains billing and posting of charges and credits to accounts; prepares summary reports.

Posts payments of expenditures; issues checks as necessary; maintains specified fund accounts and verifies daily deposits.

Prepares Divisional Headquarters remittance forms listing monies owed for insurance, statewide and support service, retirement, property income and expense, vehicle replacement, and miscellaneous.

Prepares and balances bank reconciliations and copies financial statements from computer printouts to required forms.

Generates complex financial documentation and technical reports.

Maintains checking accounts by making daily deposits, tracking bank balance and reconciling accounts; follows-up with bank to resolve errors; maintains complete file of deposit slips and cancelled checks.

Prepares and maintains records, databases, books, logs, lists, etc. in an accurate, complete, and timely manner; updates, posts and indexes information and inputs data into the computer to maintain records; researches files to locate specific information found in documents, correspondence, lists, forms, etc.

Provides assistance in performing routine audits; assembles and prepares records for presentation to auditor; answers auditor questions as necessary.

OTHER RESPONSIBILITIES:

Develops and maintains a filing system of a variety of financial documents; maintains and utilizes the bring-up filing system; purges files to obtain and update information; ensures the files are maintained in an organized and efficient manner.

Monitors and verifies monthly telephone bills and determines personal calls for proper collection and remittance.

Serves as back-up support as needed; may perform secondary non-bookkeeping clerical functions in addition to normal bookkeeping duties.

Performs other related work as required.

MATERIALS AND EQUIPMENT:

Computer	Calculator
Photocopy Machine	

MINIMUM QUALIFICATIONS REQUIRED:

EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited college or university in accounting, bookkeeping, business or related field,

and

Two years experience in the performance of increasing complex bookkeeping work utilizing a computerized accounting system (Great Plains preferred) with some exposure to double-entry fund accounting,

or

any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

LICENSES AND CERTIFICATIONS:

None.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of basic double-entry bookkeeping and fund accounting principles and practices.

Knowledge of modern computerized double-entry data entry methods as they pertain to bookkeeping functions.

Knowledge of modern office methods, procedures, and practices.

Knowledge of Lotus 123, Excel, Word and accounting software in general.

Knowledge of financial accounting systems and procedures.

Knowledge of extensive body of accounting rules, practices and procedure.

Ability to apply complex procedures requiring independent judgement.

Ability to prepare routine and special financial reports and records.

Ability to obtain numerical totals and balances and to verify information from complex forms and transfer to computers or manual reports.

Ability to accept fiscal responsibility of assigned functionalized accounts.

Ability to maintain the confidentiality of all information associated with the job.

MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read, write, and communicate the English language.

Ability to keypunch information into a computer.

Ability to sort and file documents alphabetically and numerically.

Ability to perform routine and complex mathematical computations repeatedly, rapidly and accurately.

Ability to operate various general office equipment including a computer and 10-key calculator.

Ability to work well under the pressure of deadlines.

Ability to follow instructions and work independently with limited supervision.

Ability to effectively and efficiently work on multiple projects at the same time without becoming frustrated or disorganized.

Duties are usually performed seated. Sitting may be relieved by brief or occasional periods of standing or walking.

Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) 5-10% of work time.

WORKING CONDITIONS:

Work is performed in a normal office environment where there are little or no physical discomforts associated with changes in weather or discomforts associated with noise, dust, dirt, and the like.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

STATEMENT OF PURPOSE:

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Employee Signature

Date

THE SALVATION ARMY

JOB DESCRIPTION

JOB CODE: 5720 1NE

DATE: 8/24/2021

JOB TITLE: CUSTODIAN

INCUMBENT:

REPORTS TO: PROPERTY MANAGER

DEPARTMENT: ADMINISTRATION

LOCATION: ORLANDO METRO AREA COMMAND

FLSA STATUS: NON-EXEMPT

POSITION SUMMARY:

Cleans and maintains the buildings and grounds to ensure the neatness and cleanliness of the same on a daily basis.

ESSENTIAL FUNCTIONS: This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this position. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this position description.

Cleans and sanitizes bathrooms; cleans sinks and toilets, polishes mirrors, and replenishes supplies.

Sweeps, vacuums, mops and waxes floors; sweeps sidewalks.

Cleans windows; dusts and polishes furniture and fixtures.

Washes, folds, and stores laundry and linens.

Empties trash cans regularly; collects trash from grounds.

Assists in setting up meeting rooms; sets up tables and chairs; puts ice in glasses and sets out drinks.

Assists in monitoring light fixtures to ensure all light bulbs are in working order.

OTHER RESPONSIBILITIES:

Assists the public in unloading and carrying donations.

Assists in performing housekeeping work at lodge/shelter.

Drives Salvation Army vehicle to pick-up and/or deliver mail and other miscellaneous items or to transport passengers on occasion.

Performs other related work as required.

MATERIALS AND EQUIPMENT USED:

Cleaning Supplies, Equipment Salvation Army Vehicle

MINIMUM QUALIFICATIONS REQUIRED:

EDUCATION AND EXPERIENCE:

No formal education required,

six months experience performing general custodian/janitorial duties,

or

any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

LICENSES AND CERTIFICATIONS:

Valid State driver's license may be required.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to perform general maintenance and cleaning activities for buildings and grounds.

Ability to follow instructions and work independently.

Ability to maintain driving ability according to State, DOT, and Salvation Army policies, procedures, and certifications.

MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read and communicate the English language.

Ability to exert the physical energy required to performing housekeeping and minor maintenance work.

Ability to lift and carry up to 25 lbs.

Ability to perform continuous walking, stooping, standing, and climbing.

WORKING CONDITIONS:

Work is performed in a normal office environment with some exposure to outdoor temperatures, dirt and dust, and/or disagreeable sights and odors.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

STATEMENT OF PURPOSE:

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Employee Signature

Date

THE SALVATION ARMY**JOB DESCRIPTION****JOB CODE:** 5935 2NE**DATE:****POSITION TITLE:** COOK

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INCUMBENT: ~~(1) POSITION~~**REPORTS TO:** FOOD SERVICES MANAGER**DEPARTMENT:** FOOD SERVICES**LOCATION:** ~~DIVISIONAL HEADQUARTERS~~**FLSA STATUS:** NON-EXEMPT**POSITION SUMMARY:**

Plans, prepares, cooks and serves nutritional meals and snacks in accordance with established guidelines and schedules; ensures all meals are prepared and served in a safe and presentable manner; cleans kitchen facilities, equipment, and appliances; maintains inventory of kitchen supplies and food in a neat and orderly manner.

ESSENTIAL FUNCTIONS: This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this position. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this position description.

Plans menus and purchases food and supplies necessary for the preparation and serving of nutritional meals.

Cleans, cooks, and prepares a variety of foods and beverages utilizing kitchen equipment, utensils, and supplies in accordance with acceptable and economical cooking methods.

Ensures that enough food is prepared based on the number of people to be served and that food is prepared in a timely manner as scheduled.

Serves food and beverages in a presentable manner; prepares plates for infants or persons requiring additional assistance.

Sets tables with plates, napkins and utensils or sets up buffet line for self-service.

Cleans tables, chairs, floors, dishes, utensils, and kitchen appliances.

Stores, refrigerates, and freezes foods in a safe and economical manner; monitors expiration dates on all foods ensuring proper disposal of food with expired dates.

Prepares snacks and prepares plates of food for people eating after normal serving hours.

Maintains a high degree of cleanliness in the kitchen and dining room; ensures that all meals are prepared in a safe manner; ensures all kitchen personnel practice proper personal hygiene.

Maintains proper supply and orderliness of kitchen stock inventory in order to meet the needs of the kitchen; orders, receives, and processes food purchases; verifies that invoices are accurate and submits for further processing.

OTHER RESPONSIBILITIES:

Assists in coordinating and carrying-out arrangements for programs and special events.

Supervises volunteers assisting in preparing and serving meals and cleaning of kitchen equipment.

Performs other related work as required.

MATERIALS AND EQUIPMENT USED:

Stove	Oven	Refrigerators	Freezers
Kitchen Utensils	Blender	Mixer	Food Processor
Mop	Broom		

MINIMUM QUALIFICATIONS REQUIRED:

EDUCATION AND EXPERIENCE:

High School diploma or equivalent,

and

One year experience cooking food for large groups,

or

any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

LICENSES AND CERTIFICATIONS:

None.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of proper cooking methods and procedures.

Knowledge of meal planning techniques.

Knowledge of acceptable food storage and cleaning techniques.

Ability to cook nutritional, tasteful, and safe food for large groups in a timely manner.

Ability to properly clean kitchen appliances and utensils.

Ability to order food and kitchen supplies in a economical manner and to maintain an adequate level of inventory.

MENTAL AND PHYSICAL ABILITIES:

Ability to meet attendance requirements.

Ability to read, write, and communicate the English language.

Ability to cook, taste, and smell food.

Duties are usually performed by frequent walking and/or standing, kneeling, or squatting relieved by lesser periods of sitting.

WORKING CONDITIONS:

Work is performed in a normal kitchen environment where there may be limited physical discomforts associated with working around hot stoves/ovens or cold freezers.

All employees recognize that The Salvation Army is a church and agree that they will do nothing as an employee of The Salvation Army to undermine its religious mission.

STATEMENT OF PURPOSE:

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Employee Signature

Date

CURRENT AND PROJECTED BUDGET

CCAP PROGRAM BUDGET						
EXPENSES	MONTHLY		ANNUALLY			
RENT	\$2,450.00		\$29,400.00			
UTILITIES	\$610.00		\$7,320.00			
SPECTRUM INTERNET	\$240.00		\$2,880.00			
TRUCK RENTAL	\$480.00		\$5,760.00			
GAS	\$120.00		\$1,440.00			
AUTO INSURANCE			\$1,477.00			
SECOND HARVEST	\$5,200.00		\$62,400.00			
GENERAL LIABILITY			\$749.00			
UNIFORMS			\$1,200.00			
EMERGENCY SHELTER ASSISTANCE			\$20,000.00			
OFFICE MISCELLANEOUS			\$1,683.00			
TOTAL	\$9,100.00		\$134,309.00			

CCAP ESTIMATED OPERATIONAL STAFFING COST								
	POSITION	EMPLOYEE NAME	HRS/WK	RATE	WEEKLY	MONTHLY	ANNUALLY	AVERAGE
	EXECUTIVE DIRECTOR (ON SITE)	FT	DANNA CAMACHO	40	\$25.00	\$1,250.00	\$5,000.00	\$65,000.00
	EXECUTIVE ADMINISTRATOR	FT	JESSICA PABON	40	\$22.00	\$880.00	\$3,520.00	\$45,760.00
	GRANT/PROPOSAL WRITER	FT	ADA CARMONA	40	\$20.00	\$800.00	\$3,200.00	\$41,600.40
	MARKETING COORDINATOR	FT	BRANDON BOSCH	40	\$20.00	\$800.00	\$3,200.00	\$41,600.00
	OUTREACH COORDINATOR	PT	TBD	25	\$17.00	\$425.00	\$1,700.00	\$22,100.00
	RECEPTIONIST	PT	FRED MOISSON	25	\$17.00	\$425.00	\$1,700.00	\$22,100.00
	RECEPTIONIST	PT	TBD	25	\$14.00	\$350.00	\$1,400.00	\$18,200.25
	PANTRY ASSOCIATE	FT	ILEANA RAMIREZ	40	\$16.00	\$640.00	\$2,560.00	\$33,280.00
	PANTRY ASSOCIATE	PT	TBD	25	\$15.00	\$375.00	\$1,500.00	\$19,500.25
	IT (ON CALL)		ANDRES LIMONES				5k	\$5,000.00
			ESTIMATED ANNUAL PAYROLL	300	\$166.00	\$5,945.00	\$23,780.00	\$314,140.90

[illegible]

[illegible]

PROPOSED CCAP MATTHEW VILLAGE of CHANGE PERSONNEL EXPENSES										
POSITION			EMPLOYEE NAME	HRS/WK	RATE	WEEKLY	MONTHLY	ANNUALLY	AVERAGE	
MAINTENANCE		PT	TBD	25	\$14.00	\$350.00	\$1,400.00	18k-20k	\$18,200.00	
SECURITY COMPANY		FT	TBD	40	\$13.50	\$540.00	\$2,160.00	29k	\$28,080.00	
SECURITY COMPANY		FT	TBD	40	\$13.50	\$540.00	\$2,160.00	29k	\$28,080.00	
*6 GUARDS/ 24hr ONSITE SECURITY										
CHEF/PROFESSOR		FT	TBD	105	\$41.00	\$1,430.00	\$5,720.00	55k	\$55,000.00	
			ESTIMATED ANNUAL PAYROLL	210						

CONTRACTORS



CERTIFICATE OF LIABILITY INSURANCE

Page 965 of 1036
DATE (MM/DD/YYYY)
10/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com																					
INSURED HBS Construction 368 Ashbury Way Naples, FL 34110	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>State National Insurance Company, Inc.</td><td>12831</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State National Insurance Company, Inc.	12831	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 9788728

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NXTCX1SXZ0-01-GL	10/12/2021	10/12/2022	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$	
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions		NXTCX1SXZ0-01-GL	10/12/2021	10/12/2022	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

HBS Construction
368 Ashbury Way
Naples, FL 34110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTICE OF ELECTION TO BE EXEMPT

If this application contains incomplete or inaccurate information, it may cause a delay in the issuance of a certificate of exemption. An officer electing an exemption under Chapter 440, Florida Statutes, is not entitled to benefits under this chapter.

Section 1:

APPLICANT INFORMATION

First & Last Name: ADAM MOUNT
State Driver's License Number: State ID Number: State: FL
Date of Birth: 2/20/1979
Social Security Number (last four digits):
Email Address: HBS.AMOUNT@GMAIL.COM

Section 2:

CONSTRUCTION INDUSTRY APPLICANT (\$50 FEE REQUIRED)

Officer of a Corporation

Section 3:

This section should be completed with information specific to your corporation or to the limited liability company in which you are a member. The name of the corporation or limited liability company listed on this application MUST match the name of the corporation or limited liability company as registered with the Florida Division of Corporations.

Name of Corporation or LLC: HOME BUILDING SERVICES, INC FEIN:
Business Name (DBA): Phone: 9046356785
Applicant's Address of Record: 215 MELROSE PLACE
City: NAPLES State: FL Zip 34104 County: COLLIER
Scope 1: 05606 Contractor-Project Manager, Construction Exe Scope 2: Scope 3: Scope 4:

Section 4:

The corporation of which you are an officer or limited liability company of which you are a member must be registered and in ACTIVE status with the Florida Division of Corporations. Applicants applying as an officer of a corporation must be listed as an officer of the Corporation with the Florida Division of Corporations. List the document number on file with the Florida Division of Corporations.

P96000100885

Section 5:

Pursuant to Chapter 489, F.S. (contractor licensing law), list certified or registered licenses related to the scope of business or trade listed in Section 3 held by the applicant, or the certified or registered license numbers held by the qualifier for the corporation or limited liability company listed on this application. The business name listed on the license MUST match the name of the corporation or limited liability company as registered with the Florida Division of Corporations and on this Notice of Election to be Exempt.

CGC1521302

Section 6:

Page 967 of 1036

If you have submitted an electronic payment for this application, the transaction confirmation number is listed in the following space:

Confirmation Number: ID39VJV08L

Application Number: E01331347

Section 7: N/A

Are you affiliated with any corporation or limited liability company other than the corporation or limited liability company to which this application applies?

Section 8: CONSTRUCTION INDUSTRY AND NON-CONSTRUCTION INDUSTRY LLC MEMBERS ONLY

To be eligible for a construction industry exemption or a non-construction limited liability company exemption, an applicant must have the required ownership of the corporation or limited liability company.

I am a shareholder owning at least ten percent(10%) of stock of the corporation listed on this application.

Section 9:

I certify that any employees of the corporation or members of the limited liability company listed in Section 3 are covered by workers' compensation insurance. Please identify the workers' compensation insurance carrier that covers any non-exempt employees.

Carrier Name: My business does not have any non-exempt employees; or, my business is not required to obtain workers' compensation.

Section 10:**FRAUD NOTICE**

- A. Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company or any other person, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree.
- Attestation of applicant – By providing my name below, I attest that I have read, understand and acknowledge the foregoing notice.
- C. Acknowledge that this Notice of Election to be Exempt does not exceed limits for corporate officers, including any affiliated corporations as provided in Section 440.02, Florida Statutes.

First Name: ADAM

Last Name: MOUNT

Note: The Division has 30 days to review your application to determine if it meets the eligibility requirements for the issuance of an exemption. The Division will either issue a Certificate of Election to be Exempt or notify you that your application is incomplete. The Division reviews and processes exemption applications in the order they are received.

Exemption information is reflected on the Proof of Coverage database the day following the issuance of the exemption. Visit the Division's website at <http://www.myfloridacfo.com/division/wc> to print your certificate.

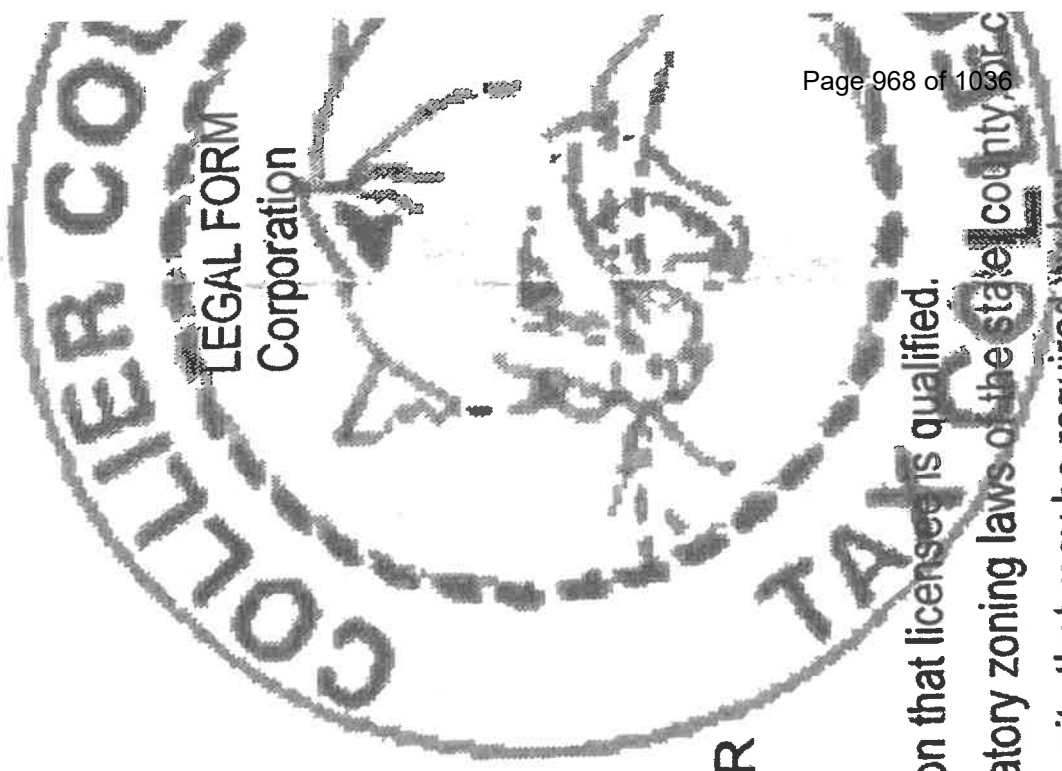
COLLIER COUNTY BUSIN
COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE
VISIT OUR WEBSITE AT: www.colliercountyfl.gov
THIS RECEIPT EXPIRES SEPTEMBER 30, 2011

LOCATION: 215 MELROSE PLACE
ZONED: HOME OCCUPATION
BUSINESS PHONE: 904-635-6785
STATE OR COUNTY LIC #: CGC1521302

1-10 EMPLOYEES

CLASSIFICATION: 05-GENERAL CONTRACTOR
CLASSIFICATION CODE: 05100101

This document is a business tax only. This is not certification that licensee is qualified. It does not permit the licensee to violate any existing regulatory zoning laws of the state, county or city, nor does it exempt the licensee from any other taxes or permits that may be required by law.





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SPREHE, ROBERT S

HOME BUILDING SERVICES, INC.

1010 E POWHATAN AVENUE

TAMPA FL 33604

LICENSE NUMBER: CGC1521302

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 74791

SPREHE, ROBERT STEPHEN

215 MELROSE PLACE
NAPLES FL 34104

LICENSE NUMBER: PE74791

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 11/1/2019

EXPIRATION DATE: 10/31/2021

PERSON: ROBERT S SPREHE

EMAIL: HBS.ROBERT.SPREHE@GMAIL.COM

FEIN: 593418597

BUSINESS NAME AND ADDRESS:

HOME BUILDING SERVICES INC

1010 E POWHATAN AVE

TAMPA, FL 33604

SCOPE OF BUSINESS OR TRADE:

Contractor-Project Manager,
Construction Executive,
Construction Manager or
Construction Superintendent

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



MEND Kissimmee – Fee Breakout

Initiation / Conception	Project Team Coordination Establish Project Definition Package Concept Development	\$100,000.00
Planning	Site assessments and testing Site feasibility Study Site Development Plans Project Budget Review Value Engineering Alternatives Constructability Review	\$250,000.00
Site Execution	Development Fees Civil Design Construction Documents Permitting Fees Bridge Construction Infrastructure / Underground Construction Roadways / Parking Construction	\$1,200,000.00
Building Execution	Architectural Construction Documents Permitting Fees HUB Construction Temporary Housing Sourcing / Staging Phase 1 Construction	\$5,700,000.00
	TOTAL	\$7,200,000.00



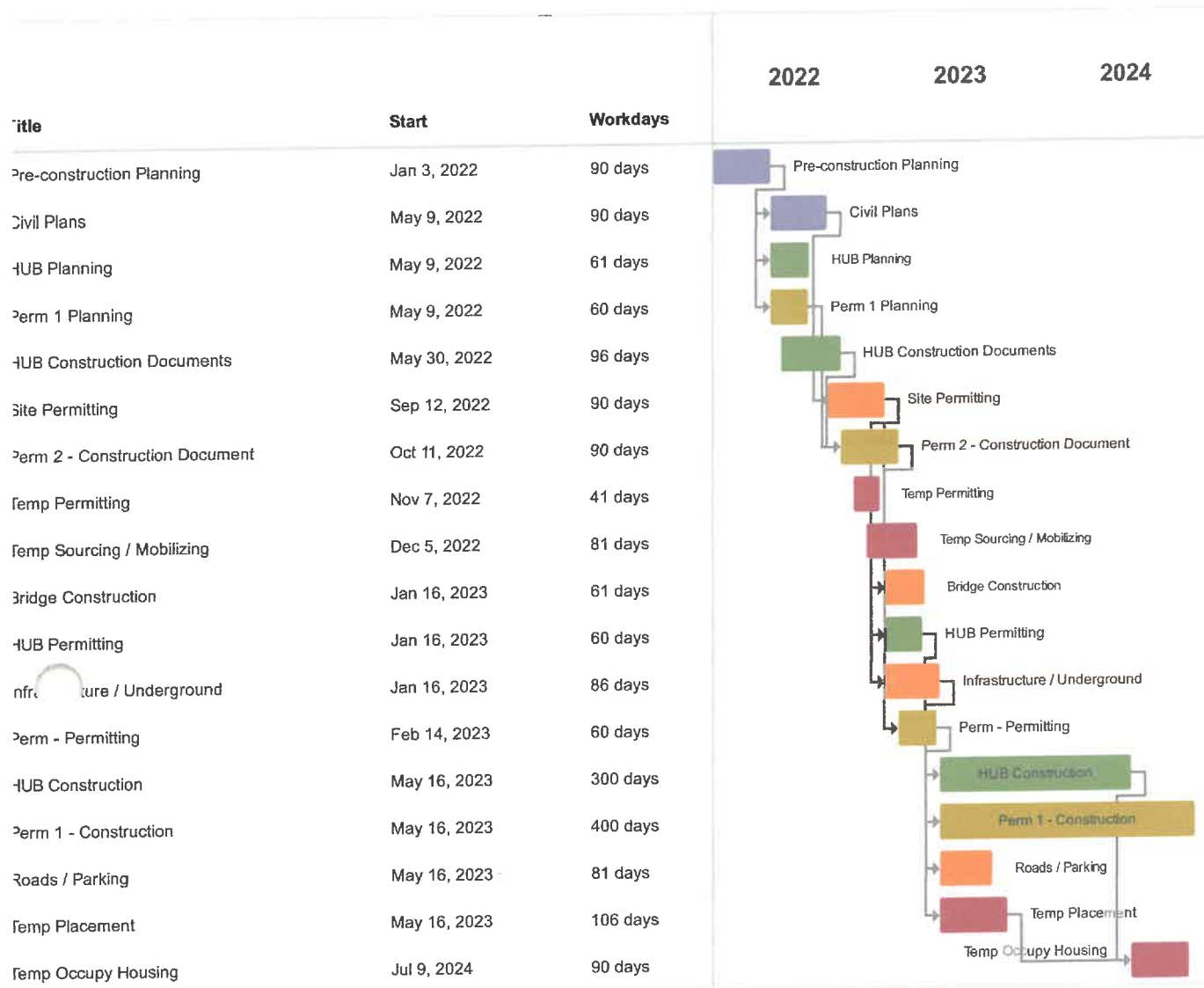
215 Melrose Place, Naples, FL 34104 • 9046356785

Schedule - Gantt - MEND - Kissimmee

Title	Start	Workdays	2022	2023	2024
▶ SITE ASSESSMENT	Jan 3, 2022	180 days	SITE ASSESSMENT		
▶ SITE CONSTRUCTION	Sep 12, 2022	257 days	SITE CONSTRUCTION		
▶ TEMP HOUSING	Nov 7, 2022	526 days	TEMP HOUSING		
▶ HUB	May 9, 2022	566 days	HUB		
▶ PERM HOUSING PHASE 1	May 9, 2022	666 days	PERM HOUSING PHASE 1		



215 Melrose Place, Naples, FL 34104 · 9046356785

Schedule - Gantt - MEND - Kissimmee

HBS Construction, Inc. (HBS) is a family owned and operated full-service general contracting company operating throughout the state of Florida. HBS is fully licensed and insured. The business was established in 1997 as kitchen and Bath remodeling company and has grown into a full-service general contracting company with an established group of subcontractors who are capable of tackling turn-key construction projects from the least complex to most complex multi-trade, multi-tasking projects. Project delivery methods include traditional Design-Bid-Build; Design-Build; and Construction Management.

Design-Build construction forms a significant portion of our work. By reducing our client's dependence on multiple vendors, including third-party consultants, HBS has earned a reputation as a reliable, single-source provider of professional design and construction services. HBS supports its clients from initial consultation in the early design stage, through pre-construction and bid phases, the construction phase, to punch lists and final close-out

The company has a thorough understanding of the latest construction techniques and technologies; and uses state-of-the-art computer systems and software necessary to plan and manage all phases of the construction process. The company's in-house capabilities include architectural and structural design, engineering inspections, construction estimating, budgeting, scheduling, cost analysis, value engineering, financial controls, permit expediting, construction drawing management, and complete project management.

As the leaders of the company, Adam Mount and Robert Sprehe provide over 50 years of combined construction, engineering, management, and design experience. Each provide a unique and complimentary set of skills to each and every project. HBS' leaders believe in creating a positive, collaborative working environment for our teams while still maintaining a family feeling during and after projects. We understand that the contributions of each individual create our collective success. Together, we lead by example and remain—at all levels of our organization—focused on the common goal of creating happy and lasting relationships.

HBS strives to operate by three core values:

- Integrity
 - Honesty, sincerity, and hard work are the cornerstone of our effort to establish a long-term relationship with our clients. We bring our hearts, experience, credibility, and innovation to every project.
- Communication
 - We are always there for our client when they need us most. We truly understand the importance of communication and strive to be proactive rather than reactive with clients and their projects.
- Professional and Responsible
 - We maintain a professional, experienced, and dependable staff and customer satisfaction is our priority above the bottom line. We are proud of our outstanding reputation for quality work.

Role: Structural Observations

Project Fee: \$90,000

Project Cost: \$350MM

Scope: Structural Observations for structural main force resisting members on cast-in-place concrete 602,000 sqft 10 story hospital and 178,000 sqft 6 story multispecialty center.

Project: Epiphany Center for the Arts
201 S Ashland Ave
Chicago, Illinois



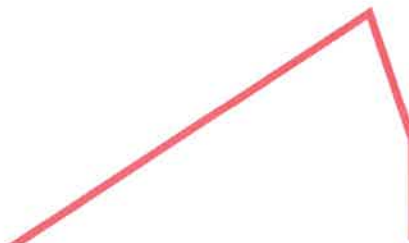
Role: Project Management

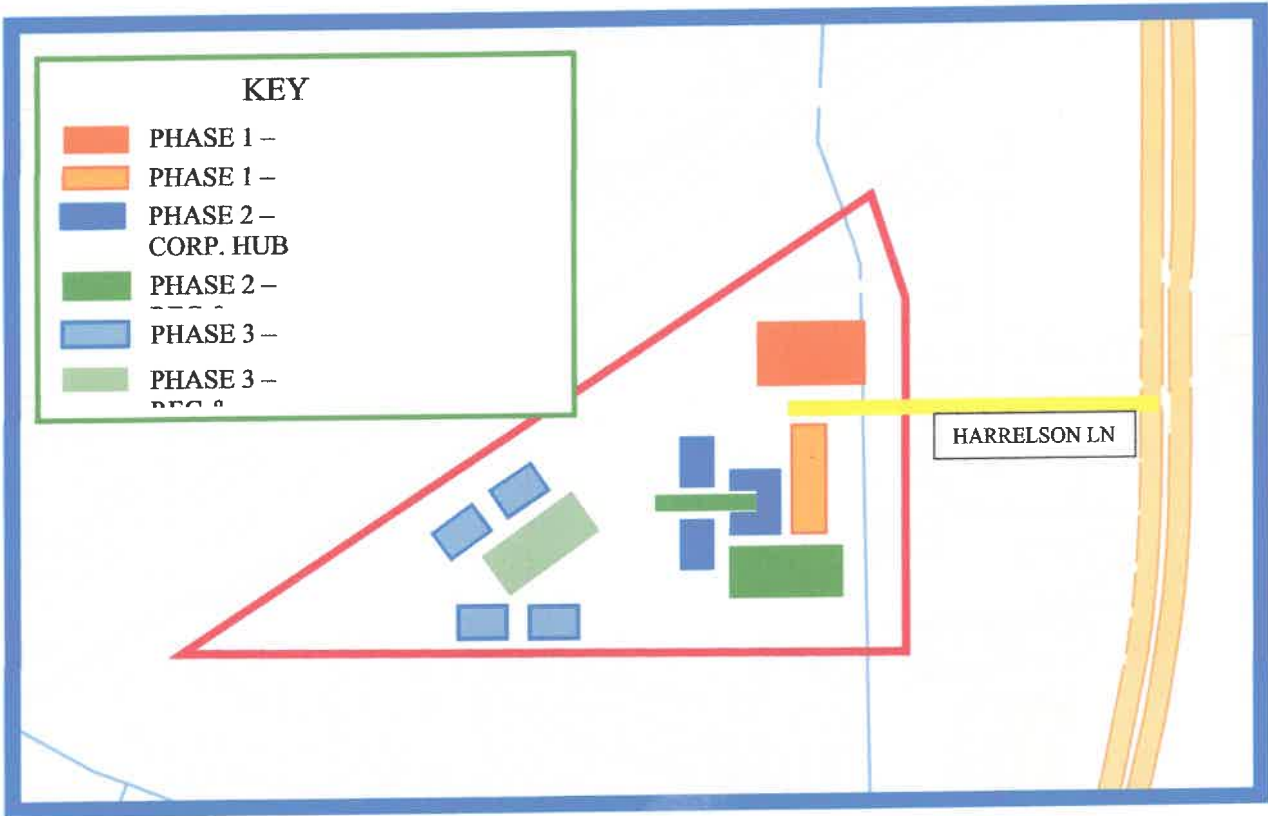
Project Fee: \$250,000

Project Cost: \$14.7MM

Scope: Construction Project Management for the rehabilitation and renovation of multiple buildings on a 42,000-square-foot campus including a historical renovation of a former 1885 Episcopal church.

Project Site: 1401 Harrelson Lane, Kissimmee, FL





CONSTRUCTION NARRATIVE

This narrative is written to provide a general project concept, the initial project timing, and details regarding the overall development. The proposed project is located SW quadrant of S John Young Parkway and Clay Street in Kissimmee, FL at the TOHO Water Authority site. A site vicinity map is included at the end of this narrative. The intent of this project is to provide housing focused emergency shelter and support services to persons experiencing homelessness. This project must work to ensure that people do not see the shelter as a place to stay indefinitely and ensure stays are short-term with a rapid return to permanent housing, while meeting other basic needs. The goal of this approach is to assist our community in transforming decentralized homeless services into a crisis response system that rapidly returns people who experience homelessness to stable housing and self-sufficiency.

The overall property acreage included within the offered location is 18 acres. Of that, the initial temporary housing facility will occupy approximately 3 acres, the corporate hub facility two housing buildings and green space/recreation areas will occupy approximately 8 acres, and the remaining 7 acres in the southwest corner of the property will remain available for future expansion of the facility.

The proposed temporary housing facility will be located on the northeast corner of the property and face the south. The facility will consist of temporary structures intended to be removed upon completion of the permanent Corporate Hub and Housing. A parking lot will be constructed at the south side of Harrelson Lane.

Three new buildings are being proposed on the 8 acre south property. One of approximately 20,000 square feet and two others of approximately 16,000 square feet. All buildings will be constructed using split face CMU, stone elements for accent, and Hardee Board Lap Siding.

Two green space/recreational areas will be provided extending from the Corporate Hub between the two residential buildings and at the west side of the Corporate Hub building. The proposed areas will contain walking paths, gardens, recreation fields and hardscapes.

Access to the site will be provided via one primary driveway extending from Harrelson Lane over a newly constructed vehicular bridge.

A future phase of the project will allow for four additional 16,000 sqft residential buildings for permanent placement of residents at the south end of the property.

Construction Budget	
Site Development	\$250,000
Corporate Hub Construction	\$3,500,000
Two Residential Housing Buildings	\$3,500,000
Total	\$7,250,000

25 tiny homes - 1,935,-

6-9 months

Proposed units for The Church and Community Assistance Program

CONSTRUCTION FEATURES

SOLID 6 PANEL FIBERGLASS ENTRY DOORS

SOLID 2X4 WALL CONSTRUCTION

ENGINEERED FLOOR DECKING

WHITE VINYL DOUBLE-PANED INSULATED, LOW E WINDOWS

ICYNENE SPRAY FOAM INSULATION IN WALLS, CEILING AND FLOOR SYSTEM

RIBBED PANEL METAL ROOFING

EXTERIOR CEMENTIOUS SIDING

150 AMP ELECTRIC SYSTEM INSTALLED BY LICENSED ELECTRICIANS

THROUGH THE WALL HEATING AND AIR CONDITIONING UNIT (CHANGE TO DUAL HEAD MINI SPLIT SYSTEM ADD \$2500)

FULL SHOWER WITH FIBERGLASS BASE AND WALLS

COMFORT HEIGHT TYPICAL PORCELAIN TOILET

BATH VANITY AND SINK WITH LAMINATE COUNTERTOP

CHROME MOEN FAUCETS IN BATH AND KITCHEN

SMOKE AND CARBON MONOXIDE DETECTORS

ONE, FULLY WIRED, CABLE TELEVISION OUTLET

EXHAUST VENTILATION FAN IN THE BATHROOM

RECESSED LED LIGHTING THROUGHOUT

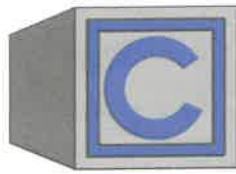
ONE EXTERIOR LIGHT FIXTURE AT EACH ENTRY DOOR

ONE EXTERIOR OUTLET AT EACH ENTRY DOOR

DRYWALL FINISH ON WALLS AND CEILING WITH CHOICE OF ONE OVERALL PAINT COLOR

VINYL PLANK STYLE WOOD LOOK FLOORING

***PRICING INCLUDES DELIVERY TO THE SITE BUT NO CRANE COSTS TO SET ON FOUNDATION



CORNERSTONE DESIGN BUILD, INC.

CBC LICENSE 1255395

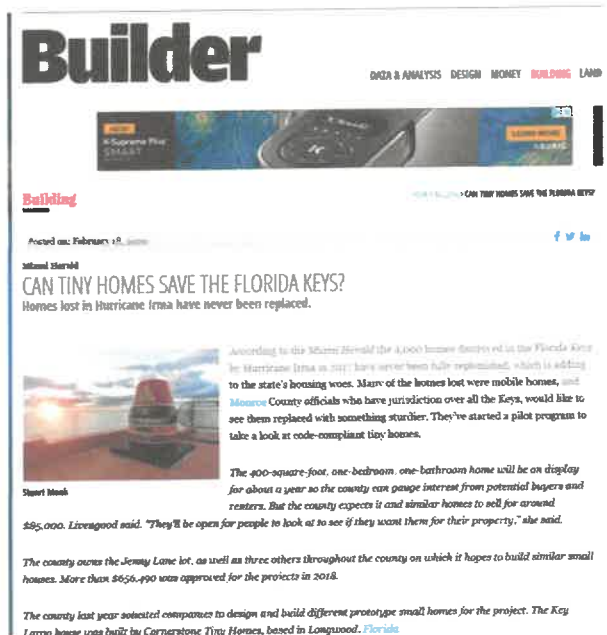
**900 RECYCLING POINT
LONGWOOD, FL 32750
407-413-9660**

Cornerstone Design Build, Inc. is a Licensed Commercial Building Contractor as well as a certified Modular Home builder in Florida. They began building custom RV travel trailers in 2014 also known as tiny homes. Because tiny homes on wheels are classified as RV travel trailers and not permanent housing, it was not filling a long term solution for affordable housing. After consulting with engineering experts, Cornerstone worked to develop a Florida Building Code compliant, 360 square foot home that is not on wheels and is permanently attached to a foundation.

Currently they work alongside municipalities and county governments to modify zoning and to reconfigure lot sizes to make these homes even more affordable. The most recent success was the passing of a tiny home zoning ordinance in the City of Longwood.

Monroe County also awarded Cornerstone an RFP to build a home for them. Monroe County wanted to show there are affordable options, that pass their strict building code requirements available to citizens in the Keys.

Kim and Brett, along with the team at Cornerstone, continue to be a champion of the affordable housing movement and work diligently to bring tiny homes into a mainstream, accepted housing alternative.



FIRST DRAFT PLANS FOR ENGINEERING REVIEW AND COMMENTS

2 BEDROOM ONE BATH PLAN

FAMILIES OR SINGLES

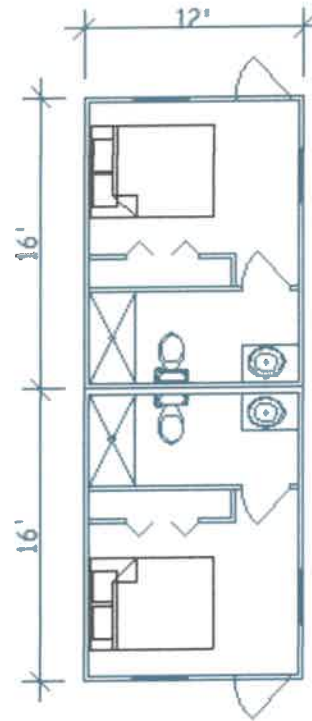
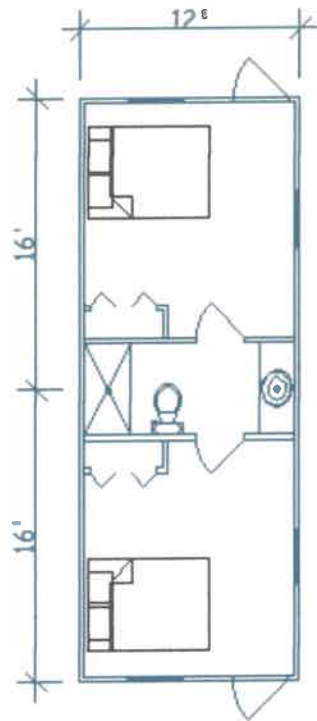
\$73,000

2 COMPLETE ONE BEDROOM

WITH PRIVATE BATH ROOM

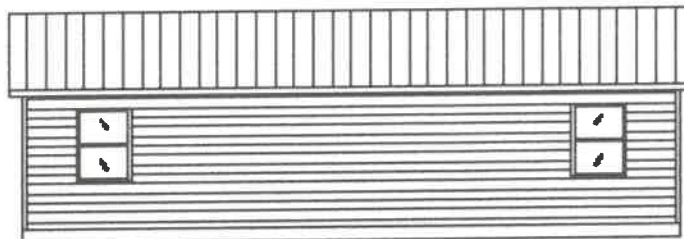
\$77,400.00 TOTAL

OR \$38,700 PER UNIT



Double wall
seperation

*15 at a time
SD units*



ADD A PORCH \$3200 EACH

The City of Kissimmee Emergency Shelter/Bridge-Housing and Homeless Services Overview

- Request for proposal response submitted October 15, 2021
- Requested to prioritize the needs to Osceola unsheltered individuals and families in 24/365 non-congregate housing
- Minimum requirements
 - o Bridge housing capability
 - o Competencies in best practices and client outcomes
 - o Ensure health and safety for clients
 - o Demonstrate ethical and responsible practices
 - o Maintain a minimum of 50 non-congregate units
 - o Limit impact to surrounding area
 - o Develop a pathway towards permanent housing, income, healthcare, and stability through continued care services

1

Preliminary Response and Updates

- TSA to
 - o Secure up to 50 hotel rooms per night
 - o Provide onsite social service case management and financial assistance programs
 - o Provide onsite food service
 - o Three years until 18-acre parcel is fully developed
 - o Results in annual operating cash shortfall requiring additional City grant funding
 - o Capital investment in the Emergency Services Center would require City or private committed resources, none of which have not been identified at this time
- Update to preliminary response
 - o Short timeframe between issuance of RFP and initial due date did not leave sufficient time for thorough due diligence process
 - o TSA has since contacted multiple motel/hotel properties
 - o Properties have expressed willingness to support the program
 - o Several properties can provide 10-15 rooms nightly; only one has offered 30+ rooms per night

2

Preliminary Response and Updates

- o Local policies create issues and expense for motel/hotel operator to undertake eviction proceedings
 - Approximately \$6,000 per case which motel/hotel operators do not want to fund
 - Costs were not identified in the TSA's preliminary response
- o Low entry barrier requirements force motel/hotel operator to deal with potentially unruly clients, a cost (i.e., additional security) not wanting to be absorbed by operators
- o Non-congregate living requirement forces operator and TSA to enforce client count per room
- o Substance abuse issues will need to be addressed by motel/hotel operator since clients are not under control of TSA.
 - Older motel/hotel rooms do not to adhere to recently implemented TSA guidelines for sheltering
- o Property operators seek room night payment guarantees to have rooms reserved for TSA use, even if units are unutilized
- o Inability to secure all necessary rooms in one property is cost ineffective for TSA as it requires multiple social service centers and food distribution locations
- o Transitioning existing motel/hotel units to permanent low-income housing in 18-24 months is outside the scope of service TSA is providing since construction of a new tower is Birdsong's long-term solution

3

- Current proposal program modifications would be required. At a minimum the:
 - o City of Kissimmee will need to secure and operate a single site motel/hotel location to meet housing needs of the City and TSA during first three years
 - o City of Kissimmee will need to fund motel/hotel location modifications to bring units up current code within the RFP identified 18- to 24-month period
 - o City of Kissimmee to provide incremental funding to develop \$5M emergency service center
 - o City of Kissimmee to provide annual operating grants to cover annual TSA service costs

Alternative Proposal

- o City provides 18-acre site for affordable housing
- o City provides \$9.6M to be utilized to build emergency service center and provide coverage for ongoing TSA service costs
 - TSA to expand existing social service offerings operating from existing location
 - TSA will not provide accommodations for homeless in the manner suggested in the current RFP
 - TSA plans to fund emergency shelter for unhoused individuals through funds noted below in the financial assistance line item
- o Birdsong Housing Partners to build Tax Credit affordable housing as previously presented on 18-acre site
- o Birdsong to develop emergency service center on 18-acre site

4

Proposed Timelines

SALVATION ARMY

Secure City's approval on alternative proposal

BIRDSONG HOUSING PARTNERS

FHFC Anticipated Timeline*

RFA 2022-205 Issue Date	August 17, 2022
RFA 2022-205 Application Submittal Date	October 19, 2022
Review Committee Meeting	November 2022
Request Board Approval of Preliminary Recommendations	December 2022
Request Board Approval of Final Recommendations	March 2023
Completion of Credit Underwriting	December 2023
Board approval of final Credit Underwriting Report, Closing Partnership and All Financing, & Commence Construction	January 2024
Begin Lease-Up	April 2025
Construction Completion	June 2025
Stabilization	September 2025

*Subject to change based on funding sources selected and the official publication of the 2022-2023 FHFC timeline.

5

Model for Providing Shelter Services, Documented Outcomes On Success and Plan To Follow Up With Clients To Ensure Housing Stability

- o No assurance on housing stability can be given since TSA does not control the client's personal decisions
- o TSA's program is well established and past success has been documented
- o TSA's Bridge/Interim Shelter program is goal-oriented and uses the GIM (Generalist Intervention Model) case management method.
 - Client and case manager (CM) work together to establish goals and identify barriers that led to client homelessness issue.
 - Once goals are established, the CM works with the client and assigns goals and objectives to work on weekly.
 - The goals are the big picture, whereas the objectives or action steps are the tactics the client takes to achieve their identified goals.
 - Depending on the client, they may work on one or more goals at the same time.

6

Model for Providing Shelter Services, Documented Outcomes On Success and Plan To Follow Up With Clients To Ensure Housing Stability

- o Case management, goal setting services are provided:
 - TSA CM staff provides an individual initial assessment of 19 dimensions of stable living (housing, health, basic needs, transportation, alcohol/drug treatment, etc.), makes referrals to appropriate resources/assistance types and provides evaluation and follow-up.
 - TSA utilizes client-centered case management strategies that focus on client uniqueness and creative intervention strategies. These strategies are outlined in a goal contract that defines who will do what, by when, to support the stabilization process for each client.
 - If a client follows the case plan, they will realize a significant increase in sustainability leading to become constructive members of the community.
 - Previous client info has been documented in HMIS for monitoring, measurement of client outcomes and for documentation purposes. TSA maintains the information in client case files.

7

Model for Providing Shelter Services, Documented Outcomes On Success and Plan To Follow Up With Clients To Ensure Housing Stability

- We have a Memorandum of Understanding with Homeless Services Network to provide Coordinated Entry Services (CES) for the benefit of homeless people in our community.
 - The CES is a client-centered process, using a data driven real time process to streamline access to the most appropriate housing intervention for homeless people, increase coordination & collaboration between community providers, allowing more efficient targeting and use of resources to help homeless people secure affordable housing.
- Case Management Specialists will use the attached ten-page Continuum of Care (CoC) Program Entry-Intake form, which is available through our CoC, Homeless Services Network (HSN.)
- o The ideal outcomes are as follows:
 - Client earns income
 - Client moves from a place not meant for human habitation to a safe temporary dwelling
 - Client maintains financial and housing stability
 - Client increases their score on their nineteen domains of self-sufficiency.

8

Model for Providing Shelter Services, Documented Outcomes On Success and Plan To Follow Up With Clients To Ensure Housing Stability

- o Output/Targets:
 - Number of unduplicated homeless persons moving to a safe place that is meant for human habitation
 - Number of meals served to people who are homeless
 - Number of homeless people receiving case management services
- o Prospective Outcome Targets:
 - Negotiated target % of clients demonstrating a change in economic status by obtaining or showing a demonstrated increase in income
 - Negotiated target % of Osceola County homeless people demonstrating an increase in self-sufficiency as tracked in the Inventory Support Matrix or nineteen Domains of Self-Sufficiency Matrix
 - Negotiated target % of Osceola County homeless people obtaining permanent housing
 - Negotiated target % of people who are living in a place not meant for human habitation that move to Bridge/Interim Shelter to pursue case management and goal setting services
- o Case Managers will follow up with clients thru use of telephone, email, Facebook (Meta), during visits to Salvation Army, or at the place not meant for human habitation where clients are located.

9

Proposed Operating Budget for Services

- o City funding of \$9.6M to provide for
 - Three years of expanded operations at current service center
 - Two years of enhanced operation at new emergency service center
 - Development and construction of emergency services center
- o See operating drivers below
- o Aggregate five-year cash shortfall of \$2.5M will require additional grant funding from the City of Kissimmee or a private resource

TSA Social Service Drivers (Year 1):

- o 50 homeless people targeted for social service support
- o Average meals provided per person 3.33
- o Average meals provided per day 165
- o Average cost per meal \$3.28
- o Positions – Year 1
 - o Cooks – 2
 - o Janitorial/dishwasher/ - 1
 - o Social Services hotel – 1
 - o Financial Assistance – 1
 - o Receptionist/Scheduler – 1
 - o Positions expand to 12.3 by year 5

10

Proposed Operating Budget for Services

- o City Funding - \$9,600K
- o Payroll (including benefits) - \$2,726K
- o Expenses
 - o Food product - \$968K
 - o Trailers/Office lease – \$899K
 - o Financial assistance – \$363K
 - o Trailers/Office operations - \$443K
 - o Food supplies/storage - \$327K
 - o All other - \$399K
- o Investment
 - o Building - \$4,937K
 - o Site parking - \$375K
 - o FF&E - \$712K
- o Projected City funding by year (total \$9,600K):
 - o Year 1 - \$850K
 - o Year 2 - \$775K
 - o Year 3 - \$800K
 - o Year 4 - \$5,250K
 - o Year 5 - \$1,925K
- o Projected 5-year combined cash **shortfall**
\$2,549K
- o Additional funding from City is required to cover projected cash shortfall
- o Ongoing funding required to support continued provision of TSA services
- o Projected at \$1,900K annually adjusted based upon year 5 projection
- o Incremental costs to be incurred when providing services to more than average of 50 clients per day

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Proposed Affordable Housing Budget

The preliminary proposal for funding this development includes layering donated land, 4% tax credits, tax-exempt bonds, and FHFC SAIL:

SOURCES OF FUNDS	TOTAL	% of TDC
LIHTC Equity, Federal	\$ 12,975,247	45%
Permanent First Mortgage	\$ 7,750,000	27%
SAIL Loan	\$ 6,000,000	21%
ELI Loan	\$ 600,000	2%
Deferred Developer Fee	\$ 1,448,853	5%
Total Sources of Funds	\$ 28,774,100	100%

Total Construction Costs: \$18,673,200
\$ 155,610 Per Unit
\$ 153.06 Per SqFt

USES OF FUNDS		
Acquisition Costs	\$	-
Construction Costs		
Direct Costs	\$15,600,000	\$ 130,000 Per Unit
General Conditions	\$ 936,000	
General Contractor Fee	\$ 936,000	
Overhead	\$ 312,000	
Contingency	\$ 889,200	
Total Construction Costs	\$18,673,200	
Architectural & Engineering	\$ 400,000	
Other Soft Costs	\$ 2,527,338	
Construction Financing Costs	\$ 602,072	
Permanent Financing Costs	\$ 109,900	
Soft Funds Financing Costs	\$ 66,000	
LIHTC Costs	\$ 415,188	
Leaseup & Third Party Costs	\$ 706,000	
Taxes & Insurance	\$ 96,000	
FF&E	\$ 125,000	
Other Development Costs	\$ 4,308,745	
Reserves & Soft Cost Contingency	\$ 744,657	
Total Uses of Funds	\$28,774,100	
Excess Sources/(Financing Gap)	\$	0

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Proposed Affordable Housing Rents

Based on the 2021 income and rent limits published by HUD for Osceola County (Orlando-Kissimmee- Sanford MSA), Birdsong expects units in this development would target income ranges from \$16,050 for a single person earning 30% AMI to \$53,160 for a six-person household earning 60% AMI at the below rent levels:

Unit Type	# of Units	# of Bedrooms	# of Bathrooms	Max Gross Rent / Unit	Tenant Utility Allowance	Max Net Rent / Unit	Total Rent / Month
Rent Restricted							
30% AMI	1	1	1.0	\$429	\$93	\$336	\$336
30% AMI	7	2	2.0	\$515	\$112	\$403	\$2,821
30% AMI	4	3	2.0	\$595	\$140	\$455	\$1,820
60% AMI	11	1	1.0	\$859	\$93	\$766	\$8,426
60% AMI	65	2	2.0	\$1,030	\$112	\$918	\$59,670
60% AMI	32	3	2.0	\$1,191	\$140	\$1,051	\$33,632
Total	120	--	--	\$7,185	\$1,035	\$6,150	\$106,705

Units by AMI	Unit Count
30% AMI	12
60% AMI	108
Total	120

13

Parramore Development & Construction LLC

Parramore Development & Construction LLC (Parramore), a Florida limited liability company, shares principals with Birdsong Housing Partners and is led by Deion Lowery, Principal, and David Maksimovich, President of Construction, both Florida Certified General Contractors. The company has served as general contractor of numerous affordable multifamily communities in the Central Florida area since 1994.

Mr. Lowery's advanced training and education as both a contractor and a finance expert allow him to maintain a detailed and unique leadership of the construction project while also ensuring the budget is met. Mr. Maksimovich's wide variety of construction and purchasing experience ensures projects are bid and completed to the highest quality while maintaining the strict budget and tight timeline of affordable housing requirements.

Parramore has various accounts with suppliers and subcontractors throughout Central Florida and has substantial unsecured credit lines available at its request. In addition, the Company enjoys an excellent relationship with several surety organizations.

Parramore has extensive experience securing construction finance, site management, coordinating engineering and site development, evaluating subcontractors' bids and proposals, scheduling and coordinating subcontractors, project feasibility analysis and project management. The company meaningfully implements a local hiring and minority contracting policy. This is a core part of the business mission.

14

Parramore Development & Construction LLC has served as general contractor for the following affordable multi-family programs (a partial list):

Name of Development	Address*		Contract Amount	Completion Date	New Construction/ Rehabilitation		Development Type	Number of Units
La Estancia	2124 Lepic Ln, Kissimmee, FL 34744		\$3,915,400	Scheduled for 05/25/22	Rehab / LITHC		Garden	84
Gannet Pointe	2124 Lepic Ln, Kissimmee, FL 34744		\$11,434,080	3/2021	New Construction	LIHTC	Garden	80
Palos Verdes Apartments	100 Isles of Bellalago Dr, Kissimmee, FL 34746		\$11,932,000	9/2020	New Construction	LIHTC	Garden	120
Osprey Pointe	713 E University Blvd, Melbourne, FL 32901		\$3,007,586	8/2020	Rehab / LITHC		Garden	65
Cameron Preserve	1650 Yates Rd, Kissimmee, FL 34746		\$13,457,000	4/2019	New Construction	LIHTC	Garden	100
Los Altos Apartments	3775 Los Altos Loop, Kissimmee, FL 34746		\$11,752,960	11/2019	New Construction	LIHTC	Garden	100
Portofino at Champions Gate	100 Portofino Way 33896	Champions Gate, FL	\$15,000,000	1/2018	New Construction D4	HUD 221	Garden	120
Tierra Pointe	4695 Old Pleasant Hill Rd 34759	Kissimmee, FL	\$7,400,000	12/2014	New Construction	LIHTC	Garden	75
Vista Del Sol	751 Cypress Parkway	Kissimmee, FL 34758	\$7,200,000	10/2014	New Construction	LIHTC	Garden	75
Oak Harbor Apartments	5770 Harbor Chase Circle 32839	Orlando, FL	\$5,151,620	8/20/12	Rehab / LITHC		Garden	176

ABILITY HOUSING

City of Kissimmee RFP 2021-007



building strong communities
where everyone has a home



Table of Contents

1. Executive Summary
2. About Ability Housing
3. Project Concept
4. Emergency Shelter & Bridge Housing
5. Permanent Housing

Executive Summary

Ability Housing is proposing to:

- Partner with local organizations to provide a time-limited 24/7/365 non-congregate shelter and bridge housing
- Secure financing to develop permanent affordable and supportive housing; housing will be developed in multiple phases as financing is secured
- Work with stakeholders and the City of Kissimmee to determine additional highest-and-best uses for the 18-acre parcel included in the RFP

About Ability Housing

VILLAGE
6480

Ability Housing is a respected industry leader known for the impact and quality it creates

MISSION

To build strong communities where everyone has a home

VISION

A society where housing is a right, not a privilege, and all individuals have safe, affordable housing in vibrant communities



KEY QUALIFICATIONS



Ability Housing:

Developed and operates 9 multifamily properties

Each has units set-aside for formerly homeless households

95% or higher housing stability rate for over ten years

Provide onsite case management and peer support services

Active member of Continuum of Care

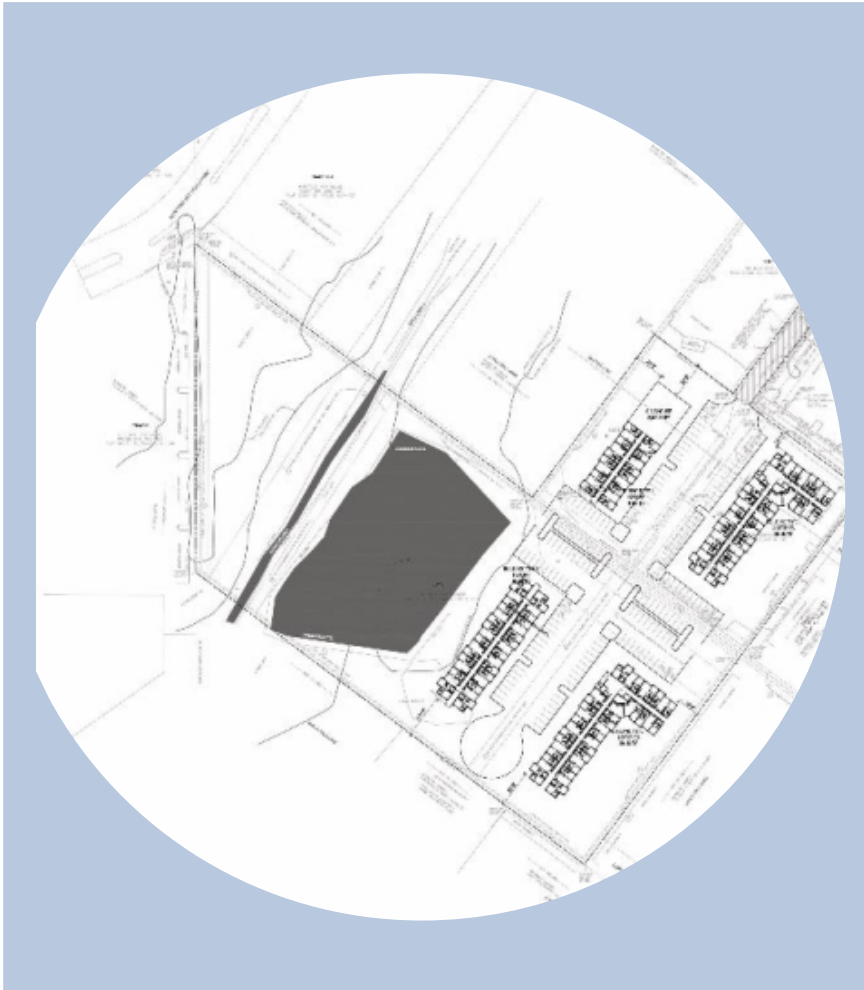


Ability Housing fulfills its mission by...

- Developing quality housing
- Creating community assets
- Implementing property management best practices
- Providing resident services to foster resiliency and economic mobility
- Providing Permanent Supportive Housing to help persons with disabilities exit homelessness
- Supporting neighborhood revitalization

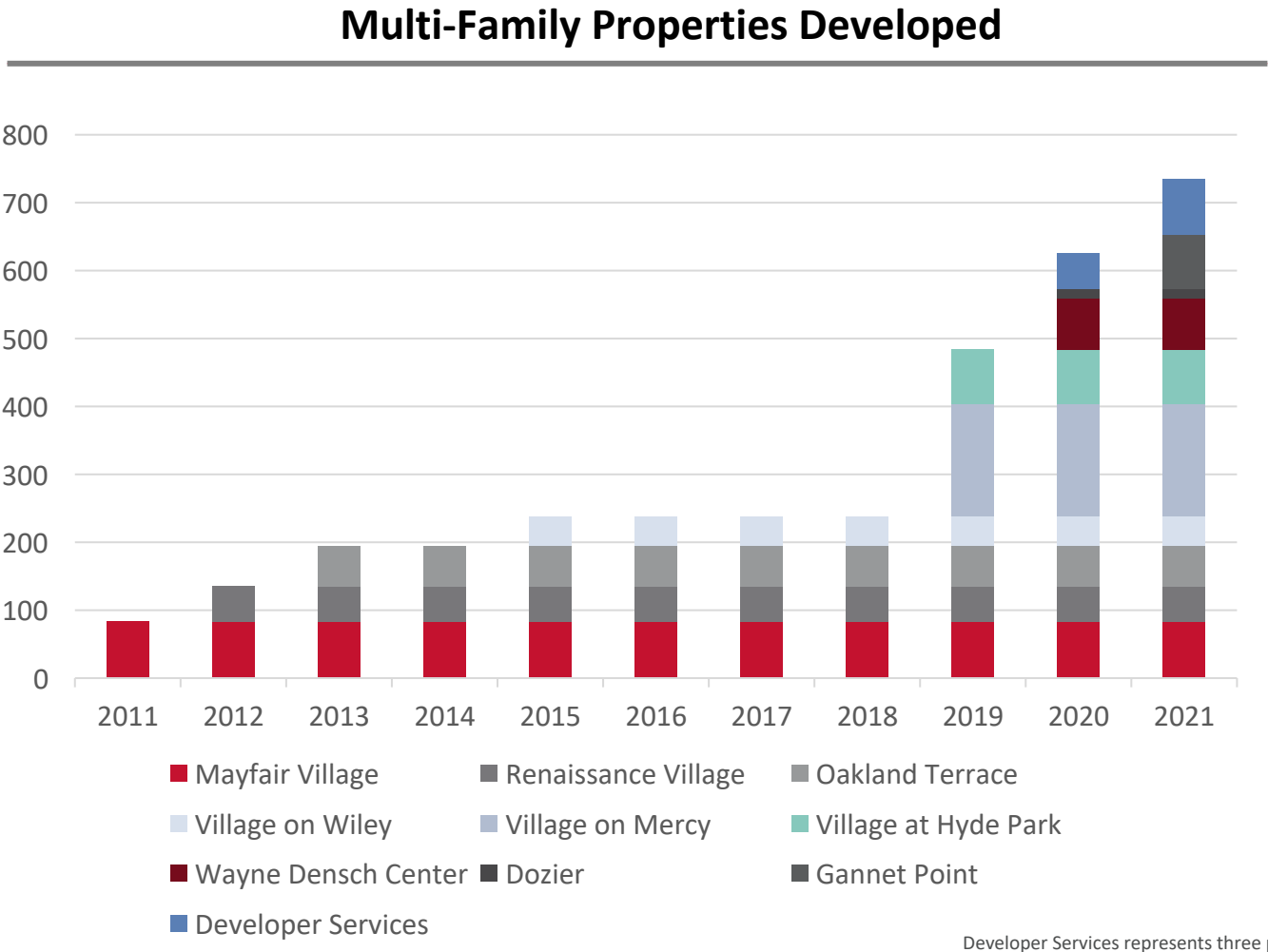


Ability Housing is uniquely positioned to address the need for housing affordability in our community



- ☐ Meet the need – develop the housing the market can't or won't create
- ☐ Long-term investment – objective is to own and manage for the benefit of the community
- ☐ Triple bottom line:
 - ☐ Maintain physical asset
 - ☐ Meet financial objectives
 - ☐ Improve quality of life of residents and community

In the last several years, we have expanded our footprint and doubled the size of our multi-family portfolio



Developer Services represents three projects developed for other nonprofits





Gannet Point
Completed 2021
80 units



Village at Hyde Park
Completed 2020
80 units



Wayne Densch
Completed 2020
75 units



Village on Mercy
Completed 2019
166 units



Village on Wiley
Completed 2015
43 units



Oakland Terrace
Completed 2013
60 units



Renaissance Village
Completed 2013
52 units



Mayfair Village
Completed 2011
83 units

Project Concept



Ability Housing is proposing to:

1

Partner with local organizations to provide a time-limited 24/7/365 non-congregate shelter and bridge housing

2

Secure financing to develop permanent affordable and supportive housing; housing will be developed in multiple phases as financing is secured

3

Work with stakeholders and the City of Kissimmee to determine additional highest-and-best uses for the 18-acre parcel included in the RFP

Timeline

Shelter & Bridge Housing

- Potential partners have already been identified
- Vetting of partners will be conducted while contract with City is being drafted; Ability Housing and partners will need to know the full scope of the contract before firm commitments can be finalized
- Once contract with City is finalized, partners will be contracted; modular units ordered; utilities to the site secured
- Site preparation and modular unit installation will be completed within 6 months of contract execution
- 24/7/365 shelter will open within 6 months of contract

Permanent Housing – Phase 1

- Ability Housing will execute site control document with City
- Location of first phase of housing development will be identified; project concept developed
- Submit application to FHFC Homeless RFA in February 2022
- Notification of award in Spring 2022
- Close on 9% Housing Credit, SAIL and other financing in Spring 2023
- Construction completion in Summer 2024
- Housing stabilization in Fall 2024

Timeline

Additional Activities

- In addition to operating the emergency shelter and bridge housing, and developing permanent housing, Ability Housing will work with the City and stakeholders to identify the highest-and-best uses for the entire 18-acre parcel
- It is anticipated an additional phase of permanent housing will be constructed on the parcel

Permanent Housing – Phase 2

- Ability Housing will work with the City and County to identify other sources of funding to construct a second phase of the apartment community
- Possible sources include
 - Bonds with 4% Housing Credits
 - 9% Housing Credits via FHFC's Small/Medium County RFA
 - 9% Housing Credits via Homeless RFAs in future years
 - FHFC HOME-ARP RFA

A photograph of a modern, two-story apartment building with light blue horizontal siding and white trim. A prominent metal staircase with blue railings leads from the ground level to a second-floor entrance. A small, leafy green tree stands in the foreground to the right of the stairs. The building has multiple windows with white frames. The number '4' is visible on the side of the building. The background shows more trees and a clear sky.

Emergency Shelter & Bridge Housing

1

Experience

Cody Spencer, Programs Director, will be responsible for oversight of partner selection and contract management. Mr. Spencer was responsible for coordinating the City of Jacksonville's COVID non-congregate shelter program. Among his responsibilities were:

- Created community protocol
- Oversaw 6 hotel sites and 1 DV shelter, housing over 600 individuals
- Managed staffing schedule and supplemental contracts to build additional capacity
- Managed and negotiated hotel contracts and insurance requirements
- Reconciled hotel invoices weekly and processed payment
- Lead case conferencing meetings
- Managed internal RRH programs that prioritized NCS clients
- Completed regular reports for COJ
- Coordinated with local health department and completed mandatory state reports
- Coordinated with local hospitals to develop discharge plans
- Ensured enrollments and other information was maintained in HMIS
- Created tracking tool used by case management teams to prioritize placements
- Mediated any conflicts between hotel management and clients
- Managed and oversaw meal contracts and delivery schedules
- Worked collaboratively with JSO to ensure safety/security at each property
- Coordinated weekly COVID testing/screening
- Worked directly with CoC CES

He will be supported by Ability Housing's Central Florida Programs Manager, Deb Moffa, who has ten years' experience with emergency shelter operations and bridge housing.

1

Partner Identification

Emergency Shelter/Bridge Housing Partners will recognize that persons who have experienced homelessness:

- may have disabilities,
- will have low or no incomes, and
- are diverse in terms of their strengths, motivations, goals, backgrounds, needs and abilities.

Partners will be cognizant to the fact that these individuals have the right to meaningful choices in matters affecting their lives. Additionally, a qualified partner will utilize and adopt a Housing First model which quickly and successfully connects individuals and families experiencing homelessness to services without any preconditions or barriers.

Qualified partners will understand that a high-level collaboration is the most effective strategy to meet the needs of persons experiencing homelessness. This level of collaboration will require exceptional, thorough, and timely communication between all parties. It is also critical that all parties understand the importance of their separate and distinct responsibilities.

1

Partner Identification

Partners shall, at minimum, provide the following:

- Staffing Needs:
 - Medical staff to triage/evaluate on-site emergencies
 - Custodial and facilities staff to ensure proper and thorough cleaning/disinfecting of communal spaces, as well as laundry
 - Safety and Security Personnel
 - Shelter Management Staff:
 - Site Supervisor
 - Intake Coordinator
 - 2 Case Managers
 - Front Line Staff for 24/7 coverage

1

Shelter Implementation

Utilizing temporary modular buildings, a temporary shelter will be created to provide emergency housing to 50 unsheltered households.

- Emergency shelter will be located on a portion of 18-acre parcel; away from first phase of affordable/supportive housing construction
- Ability Housing will contract with partner(s) to manage daily operations
- Ability Housing will oversee shelter performance and ensure adherence to target outcomes
- Shelter will be closed once permanent housing is constructed

Working jointly with the City, the Intake Coordinator will work with the identified households to ensure all necessary information, waivers, and policies are completed and that the requisite information is entered into the Homeless Management Information System. The Intake Coordinator will then work with the site-based case management team to assign equitable caseloads not exceeding 25 households.

The on-site case management team will then meet, assess, and create mutually developed service plans

1

Shelter Implementation

Service plans will include:

- Registry to the Coordinated Entry System
- Housing Intervention will be determined
 - Diversion
 - Rapid-Rehousing
 - Permanent Supportive Housing
- Identification of a primary medical provider
- Enrollment in Medicaid/Medicare as appropriate
- Referrals to mainstream benefits (SNAP, WIC, SSI/DI, etc.)
- Referrals to Substance Abuse Services
- Referrals to Behavioral Health Services
- Referrals to Employment Services
- Referrals to Education and Training Programs
- Document collection for housing applications (ID, SS Card, Award Letters)

Additionally, the on-site case management team will meet with the Site Supervisor and Ability Housing Staff to review and staff any behavioral issues, shelter discharges, or other situations that affect case progress or the health and safety of the site.

1

Bridge Housing Implementation

Individuals and families sometimes present with complex needs that require more intensive services. Bridge-Housing is an important alternative to non-congregate shelter.

Large families, individuals with complex behavioral or physical health needs, or individuals with unique circumstances who would otherwise not do well in a non-congregate setting benefit from bridge housing.

Assessing a household's overall acuity will determine eligibility.

As with all project participants, registry with the Coordinated Entry System will be the first step in determining shelter type and housing intervention.

1

Case Management Outcomes

In order to assess the overall performance of the project, Ability Housing along with its partners will develop outcomes to objectively measure the project's impact. Outcomes will include, but are not limited to:

- Reduction in Emergency Services usage
- Reduction in nuisance crimes
- Equity Measures
- Permanent Housing Placements
- Recidivism rates, referrals to aftercare case management

Additionally, attention to length of time between client identification and assessment and enrollment to housing placement will be collected and monitored.

1

Operating Budget

Emergency Shelter	Year 1	Year 2	Year 3	Year 4	Total
Modular Units	230,000	230,000	150,000		610,000
Food	90,000	90,000	70,000		250,000
Staff	500,000	500,000	375,000		1,375,000
Operations: Maintenance, Cleaning, Utilities, etc.	125,000	125,000	90,000		340,000
Set-up & Removal	30,000	-	-	13,900	43,900
Security	65,000	65,000	51,100		181,100
Total Shelter Expense	1,040,000	1,010,000	736,100	13,900	2,800,000
Bridge Housing	55,200	183,600	306,000	55,200	600,000
Street Outreach	75,000	75,000	50,000		200,000
Total Costs	1,170,200	1,268,600	1,092,100	69,100	3,600,000



Permanent Housing



2

The ultimate solution to homelessness is an affordable, stable home





Multi-phase Permanent Housing Production

Ability Housing will use its extensive experience developing and operating housing for households exiting homelessness, including formerly chronically homeless persons, to create housing operated to industry standards.

In 2020 Ability Housing:



Provided housing to 1,524 people	740 of our residents had been homeless	386 of our residents had been chronically homeless	Provided 19,208 hours of supportive housing case management services	Had a 96% housing stability rate
---	---	---	---	---

2

Development Budget

The following development budget is based upon a 100-unit new construction project:

USES	Total Cost	%	Cost/Unit	Cost/sf
Hard Costs	\$ 16,578,450	66%	\$ 165,785	\$ 147.36
General Development Costs	\$ 2,930,025	12%	\$ 29,300	\$ 26.04
Financing Costs	\$ 1,258,000	5%	\$ 12,580	\$ 11.18
Land	\$ -	0%	\$ -	\$ -
Operating Deficit Reserve	\$ 1,038,324	4%	\$ 10,383	\$ 9.23
Developer Fee	\$ 3,322,636	13%	\$ 33,226	\$ 29.53
Total Costs	\$ 25,127,435	100%	\$ 251,274	\$ 223.35



2

Additional Capacity

Ability Housing's long-standing track record in the development of affordable and supportive housing makes us a leader in addressing homelessness in a variety of markets. Phase II of our development timeline would create additional capacity for the community—providing much needed affordable housing to the local community.

If chosen, Ability would scale the best-in-class services provided by Phase I of the project to reach more at-risk households while allowing us to expand our presence in the Central Florida area.

Ability Housing is poised to be a competitive applicant in the HUD CoC NOFO process, working to bring additional HUD funded subsidies to the community.

And Ability Housing will continually strive to bring additional resources to the community to address end homelessness for those in need.

Additionally, having already created the framework of engaging households experiencing homelessness during the Phase 1 process, Ability Housing could be a key partner in expanding the homelessness response system employed by the City, leveraging our vast experience and expertise for all to benefit.

2

Rental Revenue

The following expected rental revenue is based upon an existing Osceola County project serving 50% homeless households:

Unit Size	AMI	Gross Rent	Utility Allowance	Net Rent
1	40%	\$545	\$85	\$460
1	60%	\$818	\$85	\$733
2	40%	\$655	\$91	\$564
2	60%	\$982	\$91	\$891
3	40%	\$756	\$95	\$661
3	60%	\$1,134	\$95	\$1,039



Contact:
Andy Fink
Property Development Manager

afink@abilityhousing.org

(904) 359-9650 ext. 114

Thank you

ITEM 8.D

ADVISORY BOARD APPOINTMENT - VACANCY ON THE PARKS & RECREATION ADVISORY BOARD

Request

Commission requested to appoint a replacement to fill the vacancy on the Parks and Recreation Advisory Board due to the resignation of Hendrith Smith. The term for this vacancy is due to expire May 31, 2023.

Explanation

On November 23, 2021, Parks and Recreation staff received a resignation letter from Board Member Hendrith Smith; he tendered his resignation effective December 1, 2021.

As the Commission is aware, appointments are assigned to individual Commissioners in order of rotation. Seat # 5 had the last appointment, so this vacancy will be assigned to Seat # 1. All qualified applications will be provided to the Commission for consideration.

The Parks and Recreation Advisory Board requires members to be either Resident or Non-Resident (non-residents must reside in Osceola County), and no members may serve on any other board.

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

Recommendation

Staff recommends the Commission make an appointment to fill the vacancy on the Parks and Recreation Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Appointments by Seat 12-07-2021
2. (2021) 07-28-2021 PARAB and PAB Jaime Reyes Application (Osceola County Resident) Letter 7-30-2021
3. (2021) 04-20-2021 PARAB Application Randy Fisher (Non-City but County Eligible)
4. (2021) 03-19-2021 PARAB Application Scott Grenald (City Resident) (03-19-2021)

APPOINTMENTS BY SEAT

DATE: December 7, 2021

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
Seat # 1 Castano	Parks & Recreation Advisory Board Hendrith Smith (Resident)	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	1/18/2022	No (Resignation)

Linda Hansell

From: notifications@zohoforms.com
Sent: Wednesday, July 28, 2021 11:28 PM
To: Melissa ZayasMoreno; CITY CLERK
Subject: Advisory Board Application: Jaime Reyes
Attachments: AdvisoryBoardMemberApplication.pdf; Jaime_Resume_1_274672_.doc

Follow Up Flag: Follow up
Flag Status: Flagged

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 Jaime Reyes has been submitted. The application has requested to serve on the following boards: (1) Parks & Recreation Advisory Board and (2) Planning Advisory Board.

Name	: Jaime, Reyes
Address	: 3772 Eagle Isle cir., Kissimmee, FL, 34746, United States
Phone	: 4077662163
Alternate Phone	: 3216772517
Email	: jreyes@vietrulife.com
Name of Employer	: Vietrulife Medical Clinic Spa
Employer City	: Kissimmee
Business Phone	: 407-910-4040
Please select an alternate advisory board you wish to serve on.	: Parks & Recreation Advisory Board
Please select the primary advisory board you wish to serve on.	: Planning 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.	: United Way volunteer
Do you have any special skills or certifications?	: station Sr. Manager "FedEx Ground", operations and logistics specialist, human resources, experience managing and oversees over 600 employees and contractors, clinical research coordinator and owner, medical clinic manager and owner, vacations sales call center manager and owner.
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 attach your resume or proof of qualification and/or licenses.	: Jaime_Resume_1_274672_.doc

City of Kissimmee Advisory Board Member Application

Name *

Jaime

First

Reyes

Last

Address *

3772 Eagle Isle cir.

Street Address

Kissimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

United States

Country

Phone *

4077662163

Alternate Phone

3216772517

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 *

jreyes@vietrulife.com

Name of Employer *

Vietrulife Medical Clinic Spa

Employer City

Kissimmee

Business Phone

407-910-4040

Please select an alternate advisory board you wish to serve on. *

Parks & Recreation Advisory Board

Please select the primary advisory board you wish to serve on. *

Planning 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.

United Way volunteer

Do you have any special skills or certifications?

station Sr. Manager "FedEx Ground", operations and logistics specialist, human resources, experience managing and oversees over 600 employees and contractors, clinical research coordinator and owner, medical clinic manager and owner, vacations sales call center manager and owner.

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 attach your resume or proof of qualification and/or licenses.

 Jaime_Resume_1_274672_.doc

3772 Eagle Isle Cir.
Kissimmee, FL 34746

Jaime Reyes

Cell: (407) 766-2163
Jreyes122091@gmail.com

OBJECTIVE

To join a progressive organization where my experience and determination will be instrumental in the company's future as well as my personal development, and one that will allow me to apply and develop my interpersonal skills.

EXPPERIENC

2020 TO PRESENT VIETRULIFE MEDICAL CLINIC SPA

- **OFFICE MANAGER AND OWNER**

2020 TO PRESENT VIDA CLINICAL RESEARCH

- **CLINICAL RESEACH COORDINATOR**

2018 TO 2020 TRUE VACATIONS INC.

- **OPERATIONS MANAGER**
 - ✓ Hiring and terminate staff
 - ✓ Training and hold day to day results meetings
 - ✓ Quality Assurance of customer service and sales
 - ✓ Time keeping and scheduling vacations
 - ✓ Ensure weekly productivity goals are met
 - ✓ Human resources and individuals quarterly progress meetings

2010 TO 2019 FEDEX GROUND

- **01/16/2016 – 2019 STATION MANAGER FEDEX GROUND**
 - ✓ Plans, organizes, staffs, directs, and controls the day-to-day operations of the sort.
 - ✓ Ensures the sort is running in accordance with established safety, quality, and service standards.
 - ✓ Ensure that cost and productivity goals are met.
 - ✓ Hiring and termination of staff.
 - ✓ Directs and guides the sort management team to ensure common understanding of operational updates and daily goals.
 - ✓ Ensures compliance with Company policy and federal, state, and local regulations.
 - ✓ Understand and administers all contractual agreements effectively, including vendor and Contracted Service Provider agreements, as necessary.

- **09/30/2010-01/15/2016 OPERATIONS MANAGER**

- ✓ Maintain supply and inventory of shipping packaging
- ✓ input and extract data from various systems to generate operations reports
- ✓ forward shipment paperwork for manifesting
- ✓ maintain all records and files
- ✓ provide administrative support to achieve highest service standards.

EDUCATION

**AUGUST 2008-MAY 2009 CELEBRATION HIGH SCHOOL
FL**

- High School Diploma

AUGUST-2011 TO 2014 POLYTECHNIC UNIVERSITY OF

- Degree in Business Administration

SKILLS

- Bilingual (English and Spanish)
- Computer proficiency
- Certify in first aid and hazardous materials
- Achiever, multitasking, and time management
- Customer service
- Team player

References Available Upon Request

Linda Hansell

From: notifications@zohoforms.com
Sent: Tuesday, April 20, 2021 3:13 PM
To: CITY CLERK; Melissa ZayasMoreno
Subject: Advisory Board Application: Randy G. Fisher
Attachments: AdvisoryBoardMemberApplication.pdf; Randy_G_Fisher.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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 Randy G. Fisher has been submitted. The application has requested to serve on the following boards: (1) Parks & Recreation Advisory Board and (2) Parks & Recreation Advisory Board.

Name	: Randy G., Fisher
Address	: 78 W Cedarwood Circle, Kissimmee, Florida, 34741, United States
Phone	: 407-369-9973
Alternate Phone	: 407-791-6906
Email	: rgf52@comcast.net
Name of Employer	: Retired from City of Kissimmee
Employer City	: Retired - Parks & Recreation
Business Phone	: 407-578-2501
Please select an alternate advisory board you wish to serve on.	: Parks & Recreation Advisory Board
Please select the primary advisory board you wish to serve on.	: Parks & Recreation 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?	: 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.	: N/A
Do you have any special skills or certifications?	: 26 years Parks & Recreation Department knowledge
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 attach your resume or proof of qualification and/or licenses.	: Randy_G_Fisher.pdf

City of Kissimmee Advisory Board Member Application

Name *

Randy G.

First

Fisher

Last

Address *

78 W Cedarwood Circle

Street Address

Kissimmee

City

Florida

State/Region/Province

34741

Postal / Zip Code

United States

Country

Phone *

407-369-9973

Alternate Phone

407-791-6906

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 *

rgf52@comcast.net

Name of Employer *

Retired from City of Kissimmee

Employer City

Retired - Parks & Recreation

Business Phone

407-578-2501

Please select an alternate advisory board you wish to serve on. *

Parks & Recreation Advisory Board



Please select the primary advisory board you wish to serve on. *

Parks & Recreation 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.

N/A

Do you have any special skills or certifications?

26 years Parks & Recreation Department knowledge

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 attach your resume or proof of qualification and/or licenses.

 Randy_G_Fisher.pdf



**CITY OF KISSIMMEE
ADVISORY BOARD MEMBER APPLICATION**
(Please print or type all information)

Name: RANDY G. FISHER Date: 4/20/21
 Address: 78 W. CEDARWOOD CIR City: Kissimmee State: FL
 Zip Code: 34743 Home Telephone # (407) 369 - 9973
 E-mail: RGF52@comcast.net Cellphone (407) 791 - 6906
 Employer: RETIRED from City of Kissimmee
 City: Kissimmee State: FL Zip Code: 34741
 Business Telephone # (407) 518 - 2501

Are you a resident of the City of Kissimmee? () Yes (X) No

Do you own or operate a business in the City of Kissimmee? () Yes (X) No

Are you a member of any of the following minority groups: (FL State Statutes 760.80)
 () African-American () Asian () Hispanic () Native American
 () American Woman () Physically Disabled Person

Do you have any special skills or certification? NO
 (Example: Engineer, Contractor, Teacher, Historian, Tradesman, etc.)

I am interested in serving on the following board(s):

1st Choice P&R ADVISORY BOARD 2nd Choice _____

Qualifications/Experience (You may attach a resume):

26 years PARKS & RECREATION Dept knowledge

Airport Advisory Board
 Board of Adjustment
 Building Trades & Examining Board
 Charter School Advisory Board
 Code Enforcement Board
 Community Redevelopment Agency (2)
 Fire Pension / Police Pension Boards
 Flora Ridge Educational Facilities Board
 Gateway Advisory Committee (County)

Greater Osceola Partnership for Economic
 Prosperity (GOPEP)
 Historic Preservation Board
 Housing Advisory Board
 Osceola County Historical Society
 Osceola County Land Conservation Board
 MetroPlan Citizen Advisory Committee
 Parks & Recreation Advisory Board
 Planning Advisory Board

PLEASE RETURN TO:
 City Clerk's Office
 101 Church Street
 Kissimmee, FL 34741-5054
 (407) 518-2308 FAX (407) 518-2260

Linda Hansell

From: notifications@zohoforms.com
Sent: Friday, March 19, 2021 7:25 AM
To: CITY CLERK; Melissa ZayasMoreno
Subject: Advisory Board Application: scott Grenald
Attachments: AdvisoryBoardMemberApplication.pdf; New_resume.docx

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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A new advisory board application for scott Grenald has been submitted. The application has requested to serve on the following boards: (1) Parks & Recreation Advisory Board and (2) Parks & Recreation Advisory Board.

Name	: scott, Grenald
Address	: 1821 Ironwood way, Kissimmee, FL, 34746, United States
Phone	: 7862617592
Alternate Phone	:
Email	: scottbrian82@gmail.com
Name of Employer	: Dollar Star Consultants
Employer City	:
Business Phone	:
Please select an alternate advisory board you wish to serve on.	: Parks & Recreation Advisory Board
Please select the primary advisory board you wish to serve on.	: Parks & Recreation 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?	: 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.	: 12 years on the Arts, Cultural and Special Events board in the city of North Bay Village
Do you have any special skills or certifications?	:
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 attach your resume or proof of qualification and/or licenses.	: New_resume.docx

City of Kissimmee Advisory Board Member Application

Name *

scott

First

Grenald

Last

Address *

1821 Ironwood way

Street Address

Kissimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

United States

Country

Phone *

7862617592

Alternate Phone

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 *

scottbrian82@gmail.com

Name of Employer *

Dollar Star Consultants

Employer City

Business Phone

Please select an alternate advisory board you wish to serve on. *

Parks & Recreation Advisory Board

Please select the primary advisory board you wish to serve on. *

Parks & Recreation 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.

12 years on the Arts, Cultural and Special Events board in the city of North Bay Village

Do you have any special skills or certifications?

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 attach your resume or proof of qualification and/or licenses.



New_resume.docx

Scott B. Grenald

Doral, FL

P: (786) 261-7592 (C)

E: scottbrian82@gmail.com

Profile

- Ten (10) years of food & beverage management and service experience
- Skilled supervisor, able to lead team members
- Good listener, quick learner, strong customer service skills
- Comfortable working well independently or a part of a team
- Available to work all shifts (preference for day shifts)

FOOD & BEVERAGE EXPERIENCE

Burgerfi, Miami Beach, FL

Mar. 2014 – Jan. 2016

Supervisor/Manager

- Assisted in cooking all orders.
- Prepped food needed for the day.
- Dealt with large amounts of money.

Panera Bread, Miami Beach, FL

Feb. 2013 – Dec. 2013

Associate Food Service Trainer

- Served more than 50 customers daily; building salads/sandwiches and plating orders.
- Promoted within five (5) months to Trainer position.

Bagel Time, Miami Beach, FL

June 2010 – Feb. 2013

Kitchen Manager

- Assisted chef on the grill, made salads and sandwiches
- Maintained inventory; ordering daily produce and bagels
- Updated menu as needed with new menu items and price changes

Laurenzo's Farmers Market, North Miami Beach, FL

Feb. 2007 – Aug. 2008

Stocker

- Responsible for unloading trucks and stocking the produce isles
- Responded to customer inquiries

EVENT PLANNING EXPERIENCE

Miami Dade College

Oct. 2004 – Oct. 2006

Events Coordinator

- Planned, coordinated and executed campus events from the Office of Student Life to student body
- Oversaw the planning and execution of logistics and operations for private meetings, conferences, road/trade shows and special events.
- Managed all sort of the event operations – The facility selection, contracting, pricing, transportation, accommodations, food and beverage selections and audio/visual service arrangements.

- Supervised production of events – Worked with event sponsors and internal/external teams on all aspects of planning the event.
- Planned the event floor plan and its budget and produced the event materials and accessories.

Joyce & Company Mar. 1992 – Nov. 2015

Help make centerpieces
Help with party set up
Made invitations
Proficient in Word, Excel and other MS Office products

Creative Memories Mar. 1992 – Nov. 2015

Help make centerpieces
Help with party set up
Made invitations
Proficient in word, excel, publisher, print shop

Volunteer

City of North Bay Village, North Bay Village, FL Nov. 2000 – Nov. 2012

Arts, Culture & Special Events Board

- Citywide Event Planning, set-up and break-down for seasonal/holiday events

Education & Licensing

Miami-Dade College 2001-2004
Studied Business Administration

Miami Beach Senior High School, Miami Beach, FL 2000
High School Diploma

Bartending, Fine Dining and Customer Service Certificate 2014
Restaurant Opportunities Centers United

Notary, Florida