



**MEETING AGENDA
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 13, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

- 3.A Acceptance of the August 23, 2022 Election Returns for Commission Seat #2 and Seat #4
- 3.B Swearing in Ceremony for City Commission Seat #2 and City Commission Seat #4
- 3.C Recognition of outgoing Commissioners - Felix Ortiz and Jim Fisher
- 3.D City Commission selection of Vice Mayor and Mayor Pro Tem
- 3.E Presentation of Retirement Watch to Michael Carter
- 3.F Employee Service Awards for April, May and June
- 3.G Employee of the Month for September - Catherine Finneran

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

**CITY COMMISSION RECESSES AND CONVENES AS COMMUNITY
REDEVELOPMENT AGENCY BOARD**

- 5.A Public Hearing - Tentative Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2022-2023
- 5.B Public Hearing - Tentative Resolution to adopt the Vine Street Community Redevelopment Agency budget for Fiscal Year 2022-2023

**COMMUNITY REDEVELOPMENT AGENCY ADJOURNS AND RECONVENES AS
CITY COMMISSION**

- 5.C Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2022-2023

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

- 7.A Approval of City Commission Minutes from the August 16, 2022 meeting
- 7.B First Amended and Restated Fountainhead Development Agreement

- 7.C Authorization To Submit Application For The Fiscal Year 2021 Justice Assistance Grant – Countywide (Jag-C) Program Made Available By The U.S. Department Of Justice (USDOJ)
- 7.D Acceptance of Helping Emergency Responders Obtain Support (HEROS) Program Award for FY2022
- 7.E Approval of Third Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance LLC.
- 7.F Resolution for Acceptance of a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Construction of Taxiway “E” Extension project at Kissimmee Gateway Airport
- 7.G Approval of Updates to the Charitable Donations & Sponsorships Policy (Community Benefit Fund)
- 7.H Approval to accept a 2022 Florida Recreational Development Assistance Program Grant for the Fortune Road Athletic Complex
- 7.I State Housing Initiatives Partnership (SHIP) Program Annual Reports for Close Out Years 2018-2019 and 2019-2020
- 7.J Approval to Apply for State of Florida Job Growth Grant Fund through Enterprise Florida
- 7.K Disposal of City Assets
- 7.L Simpson Road Warranty Deed to School Board of Osceola County
- 7.M Open-End Leasehold Mortgage and Collateral Assignment of Lease between Hanger 3 Kissimmee, LLC, Quantem FBO Group- Kissimmee LLC and Huntington National Bank
- 7.N Approval to Proceed with House America Initiative
- 7.O Amendment to FAA AIP Grant Agreement for Electrical Vault Project at Kissimmee Gateway Airport

8. DISCUSSION ITEMS

- 8.A UCF Florida Small Business Development Center Annual Report & Services Agreement
- 8.B Presentation of Financial Statements for the Kissimmee Charter Academy for Year Ended June 30, 2022
- 8.C Replacement of the Kissimmee Connector Downtown Bus Circulator provided by Lynx with a new Micro-Mobility Transit Service to be provided by Freebee
- 8.D Advisory Board Appointments and Vacancies

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY
- 9.C CITY COMMISSION

10. ADJOURNMENT

Commission Meeting – September 13, 2022

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

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

ITEM 3.A

Acceptance of the August 23, 2022 Election Returns for Commission Seat #2 and Seat #4

Request

Request Commission acceptance and approval of the August 23, 2022 City of Kissimmee General Election Returns for Commission Seat # 2 and Seat # 4.

Explanation

On August 23, 2022, the City of Kissimmee held a General Election for Commission Seats # 2 and # 4. The Osceola County Canvassing Board met on August 30, 2022 to review the final counts. The results listed below are the "Official" Results received from the Supervisor of Elections and Canvassing Board.

<u>Commission Seat #2</u>	<u>Votes</u>
Angela Eady	3,180
Felix Ortiz	2,782
<u>Commission Seat #4</u>	<u>Votes</u>
Jim Fisher	2,680
Janette Martinez	3,299

In accordance with Article II, Chapter 2, Section 8 of the City Code, the Commission is the sole judge of the election of its members, and therefore acceptance of the returns requires Commission action.

Recommendation

Staff recommends Commission acceptance of the August 23, 2022, City of Kissimmee General Election Results.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Unofficial Results of August 2023 Election (Seat #2 and Seat #4)
2. Official Results of August 23, 2022 Election (Seat #2 and Seat #4)

UNOFFICIAL RESULTS

CERTIFICATION OF ELECTION RESULTS

STATE OF FLORIDA

City of Kissimmee, Osceola County

We, the undersigned, County Judge Stefania Jancewicz; Canvassing Board Member Chuck Dunnick, and Supervisor of Elections Mary Jane Arrington; constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 26 day of August 2022, and proceeded publicly to canvass the votes given for the several offices, persons herein specified at the **Municipal Election for the City of Kissimmee held on the 23rd day of August 2022.** We do hereby certify from the returns on file in the office of the Supervisor of Elections as follows:

FOR CITY COMMISSIONER, SEAT # 2 the whole number of votes cast was 5,962 of which number:

Angela Eady
Felix Ortiz

Received 3,180 votes
Received 2,782 votes

FOR CITY COMMISSIONER, SEAT # 4 the whole number of votes cast was 5,979 of which number:

Jim Fisher
Janette Martinez

Received 2,680 votes
Received 3,299 votes

Stefania Jancewicz
COUNTY JUDGE, Stefania Jancewicz

Chuck Dunnick
CANVASSING BOARD MEMBER, ~~Chuck Dunnick~~ Keith Tract

Mary Jane Arrington
CANVASSING BOARD MEMBER, Mary Jane Arrington

Total ballots cast in the City of Kissimmee were 5,979 for 14.5 percent.

OFFICIAL RESULTS

CERTIFICATION OF ELECTION RESULTS

STATE OF FLORIDA

City of Kissimmee, Osceola County

We, the undersigned, County Judge Stefania Jancewicz; Canvassing Board Member Chuck Dunnick, and Supervisor of Elections Mary Jane Arrington; constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 30 day of August 2022, and proceeded publicly to canvass the votes given for the several offices, persons herein specified at the **Municipal Election for the City of Kissimmee held on the 23rd day of August 2022**. We do hereby certify from the returns on file in the office of the Supervisor of Elections as follows:

FOR CITY COMMISSIONER, SEAT # 2 the whole number of votes cast was 5,962 of which number: ~~3,789~~

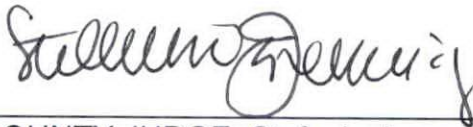
Angela Eady
Felix Ortiz

Received 3,180 votes
Received 2,782 votes

FOR CITY COMMISSIONER, SEAT # 4 the whole number of votes cast was 5,979 of which number:

Jim Fisher
Janette Martinez

Received 2,680 votes
Received 3,299 votes



COUNTY JUDGE, Stefania Jancewicz



CANVASSING BOARD MEMBER, ~~Chuck Dunnick~~

Keith Trace



CANVASSING BOARD MEMBER, Mary Jane Arrington

Total ballots cast in the City of Kissimmee were 5,979 for 14.5 percent.

ITEM 3.B

Swearing in Ceremony for City Commission Seat #2 and City Commission Seat #4

Request

Commissioner-Elect Seat # 2, Angela Eady, and Commissioner-Elect Seat # 4, Janette Martinez, will be sworn in following the acceptance of the Official Election Results certified by the Osceola County Canvassing Board on August 30, 2022.

Explanation

The Reverend Remer Baker, Jr. will administer the Oath of Office to Commissioner-Elect Angela Eady, Seat #2.

The Honorable Judge Christine E. Arendas will administer the Oath of Office to Commissioner-Elect Janette Martinez, Seat #4.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Oath of Office - Seat # 2 (Angela Eady)
2. Oath of Office - Seat # 4 (Janette Martinez)



CITY OF KISSIMMEE

Office of the Mayor–City Commission
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2300 . Fax 407-846-8369

OATH OF OFFICE

I, Angela Eady, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Kissimmee and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support, protect and defend the Constitution and Government of the United States and the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same; and I am entitled to hold office under the Constitution; and I will faithfully perform all the duties of the Office of City Commissioner of the City of Kissimmee, on which I am about to enter. So help me God.

ANGELA EADY

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF
SEPTEMBER 2022.

REVEREND REMER BAKER JR.



CITY OF KISSIMMEE

Office of the Mayor–City Commission
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2300 . Fax 407-846-8369

OATH OF OFFICE

I, Janette Martinez, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Kissimmee and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support, protect and defend the Constitution and Government of the United States and the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same; and I am entitled to hold office under the Constitution; and I will faithfully perform all the duties of the Office of City Commissioner of the City of Kissimmee, on which I am about to enter. So help me God.

JANETTE MARTINEZ

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF SEPTEMBER 2022.

THE HONORABLE JUDGE CHRISTINE E. ARENDAS

ITEM 3.C

Recognition of outgoing Commissioners - Felix Ortiz and Jim Fisher

Request

Request the City Commission recognize outgoing Commissioner Felix Ortiz and Commissioner Jim Fisher for their years of service to the City Commission and our citizens.

Explanation

Staff recommends we acknowledge the service of City Commissioner Felix Ortiz and City Commissioner Jim Fisher.

Commissioner Ortiz was elected in November of 2018 and served one (1) four-year term.

Commissioner Fisher was elected in August of 2016 to fill a vacancy in Seat # 4; he continued to serve and was re-elected for a four-year term in August of 2018. Commissioner Fisher served for six (6) years on the Commission.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.D**City Commission selection of Vice Mayor and Mayor Pro Tem****Request**

Request the Commission select a Commission member to serve as Vice Mayor and Mayor Pro Tem for the next two years.

Explanation

The terms for the positions of Vice Mayor and Mayor Pro Tem for the next two years are selected and approved by the City Commission at the conclusion of each General Election cycle.

Recommendation

Staff recommends the Commission make the selection of Vice Mayor and Mayor Pro Tem.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.E

Presentation of Retirement Watch to Michael Carter

Request

Request the presentation of Corporal Michael Carter's retirement watch. Corporal Carter is retiring from the City of Kissimmee after 20 years of service with the Kissimmee Police Department.

Explanation

Corporal Carter began his career with the Kissimmee Police Department in April 2002. Corporal Carter was most recently assigned to the Patrol Division as a supervisor on day shift.

During his tenure with the City, Corporal Carter worked as a Patrol Officer, Traffic Enforcement Officer, Traffic Homicide Investigator and Corporal within the Patrol Division. Corporal Carter always took great pride in his job assignments and displayed a true passion for helping others and the officers that worked under his command. Corporal Carter also served his country with 13 years of active duty and 15 years of reserve duty in the Marine Corps. He was assigned to the Wounded Warrior Regiment for 4 years where he assisted returning combat veterans and their families readjust to life after suffering severe injuries. Corporal Carter retired from the Marine Corps as a Master Sergeant.

Corporal Carter leaves the Department in good standing and as a role model to those officers new to their career in how to treat the community, fellow employees, and most importantly, how to treat every individual. The Department will truly miss Corporal Carter. We wish him success in his future endeavors.

Department: Police

Presenter: Jeffrey Odell

Attachment(s):

None

ITEM 3.F

Employee Service Awards for April, May and June

Request

Request that the City Commission join the City Manager in recognizing employees who have reached milestones in years of service with the City.

Explanation

<u>Five</u>	Dalisa Figueroa Brenton Jewett Taylor Robertson Terrence Tatume	Development Services Public Works & Engineering Fire Public Works & Engineering
<u>Ten</u>	Rachel Higgins Josue Naranjo	Police Police
<u>Fifteen</u>	Mariam Habibzadegan	Police
<u>Twenty</u>	Michael Carter Rob O'Shields	Police Parks & Recreation
<u>Twenty-five</u>	Nancy Walker	Fire

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.G

Employee of the Month for September - Catherine Finneran

Request

That the City Commission join the City Manager in recognizing Catherine Finneran, Development Services, as September's Employee of the Month

Explanation

The City is pleased to announce that the Employee of the Month for September is Catherine Finneran. Cathy is an Administrative Assistant for the Development Services Department and has been with the City for 26 years.

The Development Services Department has installed a new operating program, Energov, and Cathy has been instrumental in its implementation. She helped with the tedious data conversion and did additional research to assist in going live. Cathy is also pivotal in the budget process – which is quite involved due to the size of the Department. In addition to her many tasks, Cathy helps with all the Department camaraderie events such as birthdays and potlucks – these are just some of the many ways she helps her fellow employees, and boosts morale.

Cathy is known for her friendly manner, and her willingness to assist. When helping fellow employees, she typically goes above and beyond what is asked, while keeping the City's best interests in mind. She is also good with follow-up to be sure expectations were met.

Cathy is a key employee in her Department who helps facilitate many functions. For this, and much more, the City is pleased to recognize her.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 5.A

Public Hearing - Tentative Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2022-2023

Request

Request the Downtown Kissimmee Community Redevelopment Agency Board to adopt the fiscal year 2022-2023 budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Financing (TIF) revenues for the Downtown Kissimmee CRA are \$2,680,648. The entire budget for the Downtown Kissimmee CRA is \$4,765,539.

In addition to reserves in the amount of \$1,841,645, the budget includes the following:

Professional Services	\$108,000
Operating Costs	\$162,398
General Fund Admin Cost	\$106,840
Capital Outlay	\$850,000
Aid to Private Organizations	\$525,000

The Downtown Kissimmee CRA also funds debt service on previous development and infrastructure projects, sets aside funding for major legacy projects in Downtown Kissimmee, such as the Beaumont Redevelopment project, and includes operating funds for the Downtown Holiday Lighting contract, the Osceola Arts Downtown Mural Program, Kissimmee Main Street, and the Downtown Clean Team. The recently established Commercial Property Improvement Grant and Pioneer Project Incentive Program is funded as well.

Recommendation

Staff recommends the Downtown Kissimmee Community Redevelopment Agency Board to adopt the fiscal year 2022-2023 budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. 9.7.2022 Tentative Resolution for Annual DCRA Budget 2023
2. FY2022-2023 Downtown Community Redevelopment Fund

**DOWNTOWN KISSIMMEE CRA
RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE TENTATIVE DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR THE
FISCAL YEAR 2022-2023**

WHEREAS, the Downtown Kissimmee Community Redevelopment Agency (the “DCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2022 and ending September 30, 2023, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the DCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the DCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the DCRA district an opportunity to discuss the operating budget for the 2022-2023 fiscal year on September 13, 2022; and

WHEREAS, the DCRA approves and adopts said budget after the second budget hearing on September 27, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Downtown Kissimmee Community Redevelopment Agency Board of Directors this ____ day of _____ 2022.

Olga Gonzalez, Chair

ATTEST:

Linda Hansell, City Clerk

**CITY OF KISSIMMEE
2023 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

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

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 202
Intergovernmental				
Revenue	\$ 1,316,052	\$ 1,391,840	\$ 1,428,363	\$ 1,585,860
Interest Earnings	10,440	15,000	5,000	10,000
Miscellaneous Revenue	62,196	182,536	66,085	66,085
Transfer from General Fund	908,528	960,847	986,061	1,094,788
Fund Balance Carryover	<u>2,212,568</u>	<u>1,822,310</u>	<u>2,910,482</u>	<u>2,008,806</u>
TOTAL SOURCES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>
Professional Services	\$ 58,860	\$ 66,250	\$ 55,605	\$ 108,000
Other Operating Costs	33,816	229,863	236,608	162,398
General Fund Admin Cost	101,448	101,752	101,752	106,840
Capital Outlay	495,098	1,280,952	1,507,949	850,000
Aid to Private Organizations	96,462	498,558	498,558	525,000
Transfer to Other Funds	813,618	986,713	986,713	1,171,656
Unrestricted Reserves	<u>2,910,482</u>	<u>1,208,445</u>	<u>2,008,806</u>	<u>1,841,645</u>
TOTAL USES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>

ITEM 5.B

Public Hearing - Tentative Resolution to adopt the Vine Street Community Redevelopment Agency budget for Fiscal Year 2022-2023

Request

Request the Vine Street Community Redevelopment Agency Board to adopt the fiscal year 2022-2023 tentative Budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Financing (TIF) revenues for the Vine Street CRA are \$1,602,498. The entire budget for the Vine Street CRA is \$3,497,023.

In addition to reserves in the amount of \$2,025,803, the budget includes the following:

General Fund Administration Cost:	\$106,840
Operating Cost:	\$186,580
Capital Outlay:	\$702,800
Aid to Private Organizations:	\$475,000

The Vine Street CRA will be working on upgraded streetlighting, landscaping, demolition of blighted structures and other redevelopment projects along the corridor. The budget includes operating funds, such as the Osceola Arts Mural Program, as well as the recently established Commercial Property Improvement Grant and Pioneer Project Incentive Program.

Recommendation

Staff recommends the Vine Street Community Redevelopment Agency Board adopt the fiscal year 2022-2023 budget.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. 9.7.2022 Tentative Resolution for Annual VCRA Budget 2023
2. FY 2022-2023 Vine Street Community Redevelopment Fund Budget

**VINE STREET CRA
RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE TENTATIVE VINE STREET COMMUNITY
REDEVELOPMENT AGENCY BUDGET FOR THE FISCAL YEAR 2022-2023**

WHEREAS, the Vine Street Community Redevelopment Agency (the “VSCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2022 and ending September 30, 2023, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the VSCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the VSCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the VSCRA district an opportunity to discuss the operating budget for the 2022-2023 fiscal year on September 13, 2022; and

WHEREAS, the VSCRA approves and adopts said budget after the second budget hearing on September 27, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE VINE STREET COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Vine Street Community Redevelopment Agency Board of Directors
this _____ day of _____ 2022.

Olga Gonzalez, Chair

ATTEST:

Linda Hansell, City Clerk

**CITY OF KISSIMMEE
2023 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

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

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Intergovernmental				
Revenue	\$ 508,371	\$ 545,880	\$ 587,406	\$ 827,354
Interest Earnings	5,617	5,000	2,000	5,000
Miscellaneous		23,160		
Transfer from General				
Fund	476,290	511,432	550,338	775,144
Fund Balance Carryover	<u>1,133,805</u>	<u>1,707,557</u>	<u>1,974,853</u>	<u>1,889,525</u>
TOTAL SOURCES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>
General Fund Admin Cost	\$ 101,448	\$ 101,752	\$ 101,752	\$ 106,840
Operating Costs	37,782	52,440	52,440	186,580
Capital Outlay		946,500	946,500	702,800
Aid to Private Organizations	10,000	124,380	124,380	475,000
Unrestricted Reserves	<u>1,974,853</u>	<u>\$ 1,567,957</u>	<u>\$ 1,889,525</u>	<u>\$ 2,025,803</u>
TOTAL USES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>

ITEM 5.C

Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2022-2023

Request

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of \$240,953,811 for Fiscal Year 2022-2023.

Explanation

Public notice of this hearing was given via the Notice of Proposed Property Taxes mailed by the Property Appraiser. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253 which is 8.90% more than the Rolled Back Rate of 4.2472.
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

RESOLUTION ADOPTING THE TENTATIVE BUDGET

1. The Resolution will adopt a Tentative Budget of \$240,953,811 and authorize 804 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

BACKGROUND:

As indicated above, the proposed millage rate is 4.6253 mills, which is the same millage rate that was levied for the current budget year. The tentative budget for the General Fund remained relatively the same as what was presented in July, with the exception of three position reclassifications. These reclasses consisted of freezing a vacant crime analyst position to reclass a part time Special Detail Coordinator to a full-time Administrative Secretary within the Police Department, changing a vacant Community Service Officer position to a Health and Wellness Coordinator within the Police Department, as well as the upgrade of a Pension Coordinator to a Pension Administrator within the Human Resources Department. The General Fund also included revenue forecast adjustments based on current state trends, the inclusion of funding for General Pension Plan DROP changes, and the presentation of employee lump sum increases and reclasses approved at the July workshop. Lastly, Airport fund estimates were updated, leading to a positive increase in fund balance.

Recommendation

Staff requests that the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two (2) Resolutions. The Second and Final Hearing will be held September 27, 2022.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. Resolution - Tentative Millage FY22-23
2. Resolution - Tentative Budget FY22-23
3. Budget Hearing Reports FY 23

RESOLUTION NO. -2022

**A RESOLUTION ADOPTING
THE TENTATIVE OPERATING
MILLAGE FOR THE CITY OF
KISSIMMEE, FLORIDA UPON
THE ASSESSMENT ROLL OF
THE YEAR 2022.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and

WHEREAS, subject budget will require a millage levy sufficient to fund a portion of that budget,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY
COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN
LAWFUL SESSION ASSEMBLED:**

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 8.90% more than the rolled back millage rate of 4.2472 as defined in F.S. 200.065.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 13th day of September 2022.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda S. Hansell, City Clerk

RESOLUTION NO. - 2022

**A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023**

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and

WHEREAS, public hearings were held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 13, 2022

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

SECTION 1. The budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, shall be \$240,953,811 which is the total of the attached schedule.

SECTION 2. Budget transfers and adjustments. For purposes of this Resolution, budget transfers and adjustments are defined as follows:

Budget Transfer -- A decrease in any expenditure or revenue sub-object with a corresponding increase in another expenditure or revenue sub-object, which does not alter fund total.

Budget Adjustment -- An increase or decrease in any revenue sub-object with a corresponding increase or decrease in any expenditure sub-object, the effect of which is to alter the fund total.

SECTION 3. The following levels of approval are required for Budget Transfers and Adjustments:

Interfund Transfers included as a part of the budget, shall be automatically made without further action on the part of the City Commission or City Manager.

Budget Transfers

The City Manager can approve transfers of unused personal service funds to Advertising, Recruiting and/or Professional Service accounts. All other intradepartmental transfers for personal services shall be approved only by the City Commission. Intradepartmental transfers from other accounts may be approved by the City Manager and shall be reported to the City Commission on a monthly basis along with the monthly budget report.

Interdepartmental transfers shall be approved only by the City Commission.

Transfers from Reserves shall be approved only by the City Commission.

Budget Adjustments -- Budget Adjustments shall be approved only by the City Commission.

SECTION 4. This Resolution shall in no way be construed to inhibit the City Manager from exercising full power and authority under the Mobilization and Emergency Operations Plan adopted August 24, 1983 and as, from time to time, amended.

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2022/2023 budget by the amount of encumbrances outstanding at September 30, 2022.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2022/2023 budget by the amount of unspent grant funds at September 30, 2022.

SECTION 7. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes.

SECTION 8. The City Manager may automatically adjust the budget to properly account for gifts, grants or donations, such adjustments are to be reported to the City Commission.

SECTION 9. Any unexpended or unencumbered FY 2022/2023 appropriations will automatically lapse at September 30, 2023 and will be carried over to FY 2023/2024 as un-appropriated fund balance.

SECTION 10. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 11. The authorized number of employees set forth in this budget is 804. Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

Dated this 13th day of September 2022.

Olga Gonzalez
Mayor-Commissioner

ATTEST:

Linda S. Hansell
City Clerk

**ALL FUNDS
TOTAL BUDGETS SUMMARY**

FUND NAME	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
General Fund	\$ 112,942,514	\$ 121,087,733	\$ 119,561,459	\$ 118,575,856
Stormwater Utility	10,044,156	10,533,562	10,777,331	7,353,790
Solid Waste	8,362,830	7,990,774	8,131,815	7,517,892
Airport	3,244,334	2,005,576	1,814,153	1,803,135
Central Services	9,776,125	11,193,285	11,213,139	12,111,561
Local Option Sales Tax	16,136,279	20,907,245	18,459,559	19,259,497
Mobility Fee	7,987,279	12,407,895	8,387,280	5,128,105
Local Option Gas Tax	6,533,636	7,144,457	7,228,939	7,258,459
Paving Assessment	29,274	10,000	10,000	10,000
Shingle Creek Regional Trail Grants	746,293	1,773,207	1,773,207	-
Emory Canal Trail Grant	-	709,734	709,734	-
JYP/West Oak Street Improvement Grant	42,672	3,206,490	3,206,490	-
Building	7,504,366	8,391,901	8,307,834	6,636,574
Downtown Community Redevelopment	4,509,784	4,372,533	5,395,991	4,765,539
Vine Street Community Redevelopment	2,124,083	2,793,029	3,114,597	3,497,023
CDBG Entitlement Grants	305,278	1,706,230	1,693,803	732,540
SHIP Grants	449,713	167,752	167,752	777,320
HOME Grants	381,589	1,023,384	1,023,384	373,302
Neighborhood Stabilization Grants	96,096	415,485	415,485	-
Recreation Impact	2,159,986	1,808,457	2,921,793	2,873,302
Police 2nd Dollar Assessment	40,487	34,504	55,582	44,677
Victims of Crime Act Grant	73,384	83,712	83,712	-
Justice Assistance Grant	304,602	288,004	288,004	288,004
State Law Enforcement Trust	289,489	276,219	276,219	264,894
Federal Law Enforcement Trust	46,525	46,525	46,525	47,025
School Crossing Guard Trust	42,446	3,650	40,152	3,650
Treasury Forfeiture	279,223	74,048	284,474	284,974
Charter School	9,018,423	8,728,405	8,713,405	8,588,405
Utility Tax	7,836,517	7,940,845	8,055,555	8,336,755
Local Option Sales Tax Bonds	3,098,919	3,085,858	3,085,858	3,110,615
Local Option Gas Tax Notes	278,592	282,946	282,946	287,028
Community Redevelopment Notes	281,631	281,010	281,010	295,250
Series 2016/2022 Bonds	3,392,136	3,266,060	3,266,060	4,110,653
Liab/Workers Comp Self Insurance	5,435,498	5,250,210	6,115,071	5,552,861
Health Self Insurance	10,001,080	11,593,979	10,773,034	11,065,125
TOTAL BUDGET	\$ 233,795,239	\$ 260,884,704	\$ 255,961,352	\$ 240,953,811

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personal Services FY 2023	Operating FY 2023	Capital FY 2023	Other FY 2023	Budget FY 2023
General Fund	\$ 60,157,260	\$ 25,076,459	\$ 2,228,802	\$ 31,113,335	\$ 118,575,856
Stormwater Utility	2,767,579	2,008,791	1,246,800	1,330,620	7,353,790
Solid Waste	2,379,813	3,158,493	640,800	1,338,786	7,517,892
Airport	893,455	399,048	269,180	241,452	1,803,135
Central Services	3,912,621	6,323,066	1,432,400	443,474	12,111,561
Local Option Sales Tax	-	-	9,878,000	9,381,497	19,259,497
Mobility Fee	-	-	500,000	4,628,105	5,128,105
Local Option Gas Tax	1,110,588	1,086,808	1,207,604	3,853,459	7,258,459
Paving Assessment	-	5,000	-	5,000	10,000
Building	2,306,993	440,481	8,800	3,880,300	6,636,574
Downtown Comm Redevelopment	-	377,238	850,000	3,538,301	4,765,539
Vine Street Comm Redevelopment	106,840	186,580	702,800	2,500,803	3,497,023
2021 CDBG Entitlement Grant	187,364	7,435	-	537,741	732,540
2021 HOME Grant	77,952	699,368	-	-	777,320
2021 SHIP Grant	14,410	358,892	-	-	373,302
Recreation Impact	-	-	425,000	2,448,302	2,873,302
Police 2nd Dollar Assessment	-	27,705	-	16,972	44,677
Justice Assistance Grant	288,004	-	-	-	288,004
State Law Enforcement Trust	-	21,800	-	243,094	264,894
Federal Law Enforcement Trust	-	-	-	47,025	47,025
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	284,974	284,974
Charter School	-	5,302,500	-	3,285,905	8,588,405
Utility Tax	-	30,000	-	8,306,755	8,336,755
Local Option Sales Tax Bonds	-	-	-	3,110,615	3,110,615
FMHA Bonds	-	-	-	-	-
Local Option Gas Tax Notes	-	-	-	287,028	287,028
Community Redevelopment Notes	-	-	-	295,250	295,250
Series 2016/2022 Bonds	-	-	-	4,110,653	4,110,653
Liab/Workers Comp Self Insurance	-	3,732,478	-	1,820,383	5,552,861
Health Self Insurance	-	11,053,625	11,500.00	-	11,065,125
TOTAL BUDGET BY OBJECT	\$ 74,202,879	\$ 60,295,767	\$ 19,401,686	\$ 87,053,479	\$ 240,953,811

**ALL FUNDS
BEGINNING RESERVE BALANCES AND REVENUES**

This schedule and the one on the following page indicate the changes budgeted to occur to restricted and unrestricted balances in each fund in FY 2023. Shown below are the beginning balances of reserve accounts and budgeted revenues which provide the total sources estimated to be available to the City for appropriation.

FUND NAME	ESTIMATED BEGINNING RESTRICTED BALANCES	ESTIMATED BEGINNING UNRESTRICTED BALANCES	REVENUE BUDGET FY 2023	TOTAL SOURCES BUDGET FY 2023
General Fund	\$ -	\$ 34,542,573	\$ 84,033,283	\$ 118,575,856
Stormwater Utility	-	1,243,790	6,110,000	7,353,790
Solid Waste	-	1,246,500	6,271,392	7,517,892
Airport	-	523,770	1,279,365	1,803,135
Central Services	-	544,226	11,567,335	12,111,561
Local Option Sales Tax	-	9,803,497	9,456,000	19,259,497
Mobility Fee	4,257,605	-	870,500	5,128,105
Local Option Gas Tax	-	3,423,959	3,834,500	7,258,459
Paving Assessment	-	-	10,000	10,000
Building	-	2,826,574	3,810,000	6,636,574
Downtown Community Redevelopment	-	2,008,806	2,756,733	4,765,539
Vine Street Community Redevelopment	-	1,889,525	1,607,498	3,497,023
2021 CDBG Entitlement Grant	-	-	732,540	732,540
2021 SHIP Grant	-	-	777,320	777,320
2021 HOME Grant	-	-	373,302	373,302
Recreation Impact	2,193,302	-	680,000	2,873,302
Police 2nd Dollar Assessment	-	26,677	18,000	44,677
Justice Assistance Grant	-	-	288,004	288,004
State Law Enforcement Trust	-	264,394	500	264,894
Federal Law Enforcement Trust	-	46,525	500	47,025
School Crossing Guard Trust	-	-	3,650	3,650
Treasury Forfeiture	-	284,474	500	284,974
Charter School	-	2,773,405	5,815,000	8,588,405
Utility Tax	-	635,555	7,701,200	8,336,755
Local Option Sales Tax Bonds	-	-	3,110,615	3,110,615
Local Option Gas Tax Notes	-	-	287,028	287,028
Community Redevelopment Notes	-	-	295,250	295,250
Series 2016/2022 Bonds	17,328	-	4,093,325	4,110,653
Liab/Workers Comp Self Insurance	-	2,542,136	3,010,725	5,552,861
Health Self Insurance	-	4,011	11,061,114	11,065,125
TOTALS	\$ 6,468,235	\$ 64,630,397	\$ 169,855,179	\$ 240,953,811

ALL FUNDS
ENDING RESERVE BALANCES AND DISBURSEMENTS

There is little difference between projected beginning and ending balances of restricted reserve accounts. The major change in unrestricted reserve accounts is due to substantial capital outlays within the Local Option Sales Tax Fund and personnel initiatives within the General Fund. Despite these changes reserves will remain above the threshold through the five - year forecasts. Shown below are budgeted disbursements and estimated ending balances of reserve accounts which sum to budgeted total uses.

FUND NAME	BUDGETED DISBURSEMENTS FY 2023	ESTIMATED ENDING RESTRICTED BALANCES	ESTIMATED ENDING UNRESTRICTED BALANCES	BUDGETED TOTAL USES FY 2023
General Fund	\$ 91,236,078	\$ -	\$ 27,339,778	\$ 118,575,856
Stormwater Utility	6,328,872	-	1,024,918	7,353,790
Solid Waste	6,658,351	-	859,541	7,517,892
Airport	1,563,683	-	239,452	1,803,135
Central Services	11,668,087	-	443,474	12,111,561
Local Option Sales Tax	14,868,968	-	4,390,529	19,259,497
Mobility Fee	938,980	4,189,125	-	5,128,105
Local Option Gas Tax	4,342,582	-	2,915,877	7,258,459
Paving Assessment	10,000	-	-	10,000
Building	2,756,274	-	3,880,300	6,636,574
Downtown Community Redevelopment	2,923,894	-	1,841,645	4,765,539
Vine Street Community Redevelopment	1,471,220	-	2,025,803	3,497,023
2021 CDBG Entitlement Grant	732,540	-	-	732,540
2021 SHIP Grant	777,320	-	-	777,320
2021 HOME Grant	373,302	-	-	373,302
Recreation Impact	425,000	2,448,302	-	2,873,302
Police 2nd Dollar Assessment	27,705	-	16,972	44,677
Justice Assistance Grant	288,004	-	-	288,004
State Law Enforcement Trust	21,800	-	243,094	264,894
Federal Law Enforcement Trust	-	-	47,025	47,025
School Crossing Guard Trust	3,650	-	-	3,650
Treasury Forfeiture	-	-	284,974	284,974
Charter School	5,940,000	-	2,648,405	8,588,405
Utility Tax	7,731,200	-	605,555	8,336,755
Local Option Sales Tax Bonds	3,110,615	-	-	3,110,615
FMHA Bonds	-	-	-	-
Local Option Gas Tax Notes	287,028	-	-	287,028
Community Redevelopment Notes	295,250	-	-	295,250
Series 2016/2022 Bonds	2,934,882	17,328	-	4,110,653
Liab/Workers Comp Self Insurance	3,732,478	-	1,820,383	5,552,861
Health Self Insurance	11,065,125	-	-	11,065,125
TOTALS	\$ 182,512,888	\$ 6,654,755	\$ 50,627,725	\$ 240,953,811

**ALL FUNDS
YEAR END FUND BALANCES AND RESERVES**

Reserve balances as of the end of the fiscal year are shown in the following schedule. All balances are anticipated to be held in reserve for future capital outlays, restricted by bond covenants or set aside in accordance with budgetary policies. Estimated and budgeted amounts are cumulative with prior period balances being considered as sources of funding for the next period.

FUND NAME	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
General Fund	\$ 38,167,497	\$ 34,728,714	\$ 34,542,573	\$ 27,339,778
Stormwater Utility	4,767,331	386,998	1,243,790	1,024,918
Solid Waste	2,041,550	1,216,507	1,246,500	859,541
Airport	603,669	581,810	523,770	239,452
Central Services	726,463	550,576	544,226	443,474
Local Option Sales Tax	7,052,587	7,785,669	9,803,497	4,390,529
Mobility Fee	751,780	8,277,375	4,257,605	4,189,125
Local Option Gas Tax	3,867,318	2,014,059	3,423,959	2,915,877
Shingle Creek Regional Trail Grants	1,514,060	2,205,778	2,205,778	2,205,778
JYP/West Oak Street Improvements Grant	1,803,601	1,283,033	1,283,033	-
Building	5,023,834	2,867,782	2,826,574	3,880,300
Downtown Community Redevelopment	2,910,482	1,208,445	2,008,806	1,841,645
Vine Street Community Redevelopment	1,974,853	1,567,957	1,889,525	2,025,803
CDBG Entitlement Grants	322,961	769,084	773,385	764,435
State Housing Initiative Partnership Grants	11,789	572,395	567,158	516,087
Home Investment Partnership Grants	138,441	410,180	410,180	292,169
Neighborhood Stabilization Grants	(63)	415,548	415,548	415,548
Recreation Impact	1,796,343	839,792	2,193,302	2,448,302
Police 2nd Dollar Assessment	36,582	3,599	26,677	16,972
Justice Assistance Grant	(43,365)	-	-	-
Victims of Crime Act Grant	(207,945)	(207,945)	(207,945)	-
State Law Enforcement Trust	276,219	264,394	264,394	243,094
Federal Law Enforcement Trust	48,525	46,525	46,525	47,025
School Crossing Guard Trust	34,582	-	-	-
Treasury Forfeiture	284,474	74,048	284,474	284,974
Charter School	2,913,405	2,788,655	2,773,405	2,648,405
Utility Tax	650,555	505,845	635,555	605,555
FMHA Bonds	-	-	-	-
Series 2016 Bonds	17,328	17,429	17,328	17,328
Liab/Workers Comp Self Insurance	2,907,524	1,538,176	2,542,136	1,820,383
Health Self Insurance	12,461	886,146	83,481	-
TOTAL RESERVE BALANCES	\$ 80,404,841	\$ 73,598,574	\$ 76,625,239	\$ 61,476,497

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund is traditionally viewed as the major operating fund of the City and contains the traditional governmental activities such as management and administration, finance, community development, police, fire protection, public works, parks and recreation and personnel.

The following is a summary of General Fund sources of funds by broad categories and uses of funds by department.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
<u>SOURCES</u>				
Taxes	\$ 17,935,954	\$ 19,285,042	\$ 19,628,974	\$ 21,658,966
Licenses	287,690	251,800	253,000	272,250
Intergovernmental revenue	10,495,312	10,067,281	10,622,452	11,966,463
Charges for services	7,413,373	7,819,931	7,875,297	8,028,983
Fines & forfeits	2,386,116	2,095,000	2,408,665	2,207,000
Miscellaneous revenue	2,629,046	1,423,584	1,506,415	1,590,960
Transfers	36,610,977	39,029,124	39,099,159	38,308,661
From fund balance	35,184,047	34,703,714	38,167,497	34,542,573
TOTAL SOURCES	\$ 112,942,514	\$ 114,675,476	\$ 119,561,459	\$ 118,575,856
<u>USES</u>				
City Commission	\$ 501,248	\$ 584,274	\$ 581,274	\$ 600,461
City Manager	4,730,550	6,020,981	6,219,265	6,854,653
City Attorney	771,400	1,145,768	1,107,799	1,021,559
Finance	10,737,031	12,397,231	12,390,793	13,838,782
Development Services	2,072,048	3,516,020	3,553,016	2,662,578
Police	26,637,927	28,329,276	28,004,090	29,895,361
Fire	16,325,459	17,685,590	17,357,332	19,491,643
Public Works	5,273,170	6,517,375	6,114,102	6,342,378
Parks & Recreation	6,798,311	8,823,819	8,379,621	9,241,930
Human Resources & Risk Management	927,872	1,338,684	1,311,594	1,286,733
Contingency & Reserves	38,167,497	34,728,714	34,542,573	27,339,778
TOTAL USES	\$ 112,942,514	\$ 121,087,733	\$ 119,561,459	\$ 118,575,856

**GENERAL FUND REVENUE SUMMARY
FY 2022/23**

<u>DESCRIPTION</u>	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Current Ad Valorem (4.6253 Mills)	\$ 17,279,277	19,085,042	19,100,000	21,448,966
Delinquent Ad Valorem	459,458	-	300,000	-
Gas Franchise	197,219	200,000	228,974	210,000
Occupational Licenses	285,690	250,000	250,000	270,000
Subdivision Regulation Fees	2,000	1,800	3,000	2,250
State Revenue Sharing	3,178,155	2,786,000	2,829,593	3,480,000
Mobile Home Licenses	32,005	30,000	37,152	30,000
Alcoholic Beverage Licenses	82,531	90,000	138,768	90,000
Half-Cent Sales Tax	5,459,729	5,705,700	5,966,539	6,300,000
Fire Supplemental Compensation	28,392	32,000	32,000	32,000
Municipal Fuel Rebate	98,445	94,000	115,000	100,000
Ambulance Program	747,027	585,181	750,000	1,000,000
School Board Grant	635,203	540,000	540,000	735,063
County Occupational Licenses	3,714	15,000	15,000	10,000
Local Grants	230,111	189,400	198,400	189,400
Miscellaneous Charges	171,574	139,786	171,869	146,400
Development Review Fees	214,451	180,000	300,000	350,000
Impact Fee Allowance	20,100	20,000	20,000	20,000
Fire Plan Checking Fees	0	250	1,751	1,500
Charges to Other Funds	298,111	311,008	311,008	321,995
Police Services - Officers	1,371,454	1,328,930	1,328,930	1,350,000
Police Services - Administrative	25,554	35,000	35,000	35,000
Fire Services - Osceola County	600,000	600,000.00	620,000	640,000
Cemetery Services	104,600	65,000	115,000	110,000
Lot Mowing	5,616	1,000	4,000	7,500
Transportation Miscellaneous	19,225	12,500	12,500	15,000
Athletic Program Fees	113,407	85,980	90,000	94,980
Recreation Program Fees	75,295	106,675	86,225	127,750
Aquatic Center Fees	149,091	200,928	188,000	205,508
Facility Rentals	210,101	212,680	210,000	220,460
Adult Programs	24,757	36,330	36,000	40,470
Youth Programs	199,891	383,864	225,000	342,420
Ambulance Charges	3,810,145	4,100,000	4,120,014	4,000,000

GENERAL FUND REVENUE SUMMARY, CONTINUED

<u>DESCRIPTION</u>	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Court Fines	39,553	50,000	35,000	35,000
Parking Tickets	63,370	45,000	32,000	32,000
Code Enforcement Fines	63,375	75,000	75,290	75,000
Alarm Violations	71,900	65,000	65,000	65,000
Redlight Camera Violations	2,147,918	1,860,000	2,201,375	2,000,000
Interest on Investments	106,078	256,000	40,000	300,000
Miscellaneous Interest	38,878	30,000	10,000	30,000
Rents	143,646	140,250	141,150	146,850
Cemetery Lots/Cremation Niches	367,295	213,500	390,000	380,000
Sale of Surplus Property	1,210,651	100,000	133,146	100,000
Other Miscellaneous Revenue	762,498	683,834	792,119	634,110
Utility Tax Transfers	7,191,122	7,405,000	7,405,000	7,701,200
Charter School Fund	646,000	637,250	637,250	637,250
Stormwater Utility Fund	294,295	298,200	298,200	305,000
Solid Waste Fund	296,721	305,702	305,702	313,030
KUA Charter Payment	18,287,671	18,400,000	18,409,666	18,676,000
KUA Parks and Recreation	1,726,799	1,905,000	1,965,369	2,000,000
Toho Water Authority Payment	7,924,853	8,137,069	8,137,069	8,381,181
Other Miscellaneous Funds	243,515	1,940,903	1,940,903	295,000
Subtotal of Revenues	77,758,467	79,971,762	81,393,962	84,033,283
From Fund Balance	35,184,047	34,703,714	38,167,497	34,542,573
TOTAL SOURCES	\$ 112,942,514	\$ 114,675,476	\$ 119,561,459	\$ 118,575,856

**GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2022/23**

DESCRIPTION	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
City Commission	\$ 456,942	\$ 485,001	\$ 485,001	\$ 509,188
Social Services	44,306	99,273	96,273	91,273
City Manager	891,572	999,992	951,404	955,605
City Clerk	310,071	380,948	350,123	423,102
Communications & Public Affairs	405,848	680,696	664,015	704,813
Economic Development	459,069	1,235,755	1,223,500	585,906
General Government	2,663,990	2,723,590	3,030,223	4,185,227
City Attorney	712,393	1,072,296	1,036,752	945,012
Municipal Court Clerk	59,007	73,472	71,047	76,547
Finance	1,244,205	1,643,880	1,640,808	1,575,239
Purchasing	197,655	198,465	195,099	211,964
Transfers	9,295,171	10,554,886	10,554,886	12,051,579
Planning	1,872,788	3,312,524	3,211,759	2,362,994
Community Redevelopment	199,261	203,496	203,496	299,584
Main Street	-	-	137,761	-
Office of the Police Chief	814,950	1,122,886	1,106,421	1,112,995
Support Services	6,593,802	6,002,191	5,845,143	6,663,388
Patrol	8,850,022	8,875,559	8,847,423	10,618,365
Criminal Investigations	4,642,057	5,714,167	5,678,573	4,854,387
Communications	2,604,118	2,938,273	2,932,153	3,153,956
Special Operations	3,132,979	3,676,200	3,594,377	3,492,270
Fire Administration	2,694,326	2,865,014	2,806,163	2,949,769
Fire Operations	13,631,133	14,820,577	14,551,169	16,541,874
Public Works Administration	737,465	797,134	793,781	860,499
Engineering	468,407	611,048	614,493	630,977
Street Maintenance	2,315,108	2,692,607	2,689,197	2,723,504
Traffic Engineering	1,752,190	2,416,586	2,016,631	2,127,398
Parks & Recreation Administration	671,564	738,721	751,726	741,096
Parks	3,172,051	4,019,957	3,830,412	3,863,191
Aquatic Center	473,396	554,158	531,044	624,202
Recreation	1,300,449	1,852,468	1,800,852	2,427,528
Cemetery	227,963	342,961	246,763	266,945
Events & Venues	952,889	1,315,554	1,218,824	1,318,968
Human Resources & Risk Management	899,829	1,285,214	1,258,124	1,234,583
General Employee Organization	28,043	53,470	53,470	52,150
Totals	74,775,017	86,359,019	85,018,886	91,236,078
Operating Contingency	-	25,000	25,000	25,000
Unrestricted Reserves	38,167,497	34,703,714	34,517,573	27,314,778
TOTAL USES	\$ 112,942,514	\$ 121,087,733	\$ 119,561,459	\$ 118,575,856

**GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2022/2023**

DESCRIPTION	Personal Services FY 2023	Operating FY 2023	Capital FY 2023	Other FY 2023	Budget FY 2023
City Commission	\$ 263,012	\$ 246,176	\$ -	\$ -	\$ 509,188
Social Services	88,273	3,000	-	-	91,273
City Manager	818,611	30,194	106,800	-	955,605
City Clerk	363,578	45,624	13,900	-	423,102
Communications & Public Affairs	567,245	107,668	29,900	-	704,813
Economic Development	248,388	333,018	4,500.00	-	585,906
General Government	1,461,637	2,000,000	-	723,590	4,185,227
City Attorney	690,035	251,177	3,800.00	-	945,012
Municipal Court Clerk	66,007	8,640	1,900.00	-	76,547
Finance	1,284,490	272,949	17,800	-	1,575,239
Purchasing	199,204	8,960	3,800.00	-	211,964
Transfers	-	9,026,612	-	3,024,967	12,051,579
Planning	1,515,442	834,652	12,900	-	2,362,994
Community Redevelopment	299,584	-	-	-	299,584
Office of the Police Chief	981,648	101,147	30,200	-	1,112,995
Police Support Services	2,994,225	2,531,663	1,137,500	-	6,663,388
Police Patrol	10,478,878	131,887	7,600.00	-	10,618,365
Criminal Investigations	4,598,657	255,730	-	-	4,854,387
Police Communications	3,110,178	43,778	-	-	3,153,956
Special Operations	2,755,072	698,798	38,400	-	3,492,270
Fire Administration	1,732,228	1,195,441	22,100	-	2,949,769
Fire Operations	14,515,700	1,824,574	201,600	-	16,541,874
Public Works Administration	714,333	137,766	8,400	-	860,499
Engineering	475,836	106,441	48,700	-	630,977
Street Maintenance	1,324,266	1,394,738	4,500	-	2,723,504
Traffic Engineering	663,070	1,451,628	12,700	-	2,127,398
Parks & Recreation Administration	535,239	177,057	3,800	25,000	741,096
Parks	2,728,203	733,588	401,400	-	3,863,191
Aquatic Center	478,205	107,095	38,902	-	624,202
Recreation	1,977,642	399,986	49,900	-	2,427,528
Cemetery	168,688	96,157	2,100.00	-	266,945
Events & Venues	926,515	377,153	15,300	-	1,318,968
Human Resources & Risk Management	1,133,171	91,012	10,400	-	1,234,583
General Employee Organization	-	52,150	-	-	52,150
Totals	\$ 60,157,260	\$ 25,076,459	\$ 2,228,802	\$ 3,773,557	\$ 91,236,078
Operating Contingency					25,000
Unrestricted Reserves					27,314,778
TOTAL USES					\$ 118,575,856

FUND SUMMARY

STORMWATER UTILITY FUND

Although administered as a division of the Public Works Department, the Stormwater Utility is an enterprise fund operation that accounts separately for Stormwater revenues and expenditures. Stormwater services are provided to both residential and commercial units. The Stormwater utility fee is derived from an \$8.78 per month fee for each equivalent residential unit (ERU). An ERU is defined as 2,404 square feet of impervious surface.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Stormwater Utility Fee	\$ 5,859,835	\$ 6,005,000	\$ 6,005,000	\$ 6,100,000
State Grant	-	-	-	-
Interest Earnings	7,538	10,000	5,000	10,000
Miscellaneous	-	627,845	-	-
Subtotal	<u>5,867,373</u>	<u>6,642,845</u>	<u>6,010,000</u>	<u>6,110,000</u>
Fund Balance Carryover	<u>4,176,783</u>	<u>3,890,717</u>	<u>4,767,331</u>	<u>1,243,790</u>
TOTAL SOURCES	\$ <u>10,044,156</u>	\$ <u>10,533,562</u>	\$ <u>10,777,331</u>	\$ <u>7,353,790</u>
Personal Services	\$ 2,302,294	\$ 2,548,664	\$ 2,548,664	\$ 2,767,579
Other Expenditures	1,441,582	2,093,869	1,883,604	2,008,791
Capital Outlay	1,238,653	5,198,329	4,798,772	1,246,800
Transfer to Other Funds	<u>294,295</u>	<u>305,702</u>	<u>302,500</u>	<u>305,702</u>
Subtotal	<u>5,276,825</u>	<u>10,146,564</u>	<u>9,533,540</u>	<u>6,328,872</u>
Unrestricted Reserves	<u>4,767,331</u>	<u>386,998</u>	<u>1,243,790</u>	<u>1,024,918</u>
TOTAL USES	\$ <u>10,044,156</u>	\$ <u>10,533,562</u>	\$ <u>10,777,331</u>	\$ <u>7,353,790</u>

FUND SUMMARY

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately \$19.50 per month for residential service during FY 2023. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Franchise Fees	\$ 841,805	\$ 925,000	\$ 910,000	\$ 971,250
Garbage/Trash Fees	4,274,286	4,266,040	4,350,000	4,479,342
Special Pickup	490,368	370,000	475,000	385,000
Weld Shop Fees	256,468	340,000	275,000	350,000
Other Charges/Fees	74,700	73,000	73,000	75,000
Interest Earnings	6,689	12,000	5,000	8,000
Miscellaneous	2,988	2,800	2,265	2,800
Subtotal	<u>5,947,305</u>	<u>5,988,840</u>	<u>6,090,265</u>	<u>6,271,392</u>
Fund Balance Carryover	<u>2,415,525</u>	<u>2,001,934</u>	<u>2,041,550</u>	<u>1,246,500</u>
TOTAL SOURCES	\$ <u>8,362,830</u>	\$ <u>7,990,774</u>	\$ <u>8,131,815</u>	\$ <u>7,517,892</u>
Personal Services	\$ 1,969,876	\$ 2,273,985	\$ 2,273,985	\$ 2,379,813
Other Expenditures	2,707,718	2,957,082	3,069,630	3,158,493
Capital Outlay	1,346,965	1,245,000	1,243,500	640,800
Transfer to Other Funds	296,721	298,200	298,200	479,245
Subtotal	<u>6,321,280</u>	<u>6,774,267</u>	<u>6,885,315</u>	<u>6,658,351</u>
Unrestricted Reserves	<u>2,041,550</u>	<u>1,216,507</u>	<u>1,246,500</u>	<u>859,541</u>
TOTAL USES	\$ <u>8,362,830</u>	\$ <u>7,990,774</u>	\$ <u>8,131,815</u>	\$ <u>7,517,892</u>

FUND SUMMARY

AIRPORT FUND

The Airport is an enterprise fund operation. The following is a summary of budgeted sources and uses of Airport funds.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Aviation:				
Fuel Fees	\$ 537,356	\$ 691,450	\$ 590,000	\$ 552,014
Leased Sites	165,923	171,200	255,000	300,000
Car Rental Fees	12,447	11,400	19,800	19,800
Miscellaneous	493	5,100	10,425	5,000
Non-Aviation:				
Leased Sites	156,575	194,301	155,000	204,623
City Rentals	69,490	161,634	147,225	164,678
Miscellaneous	13,232	195,035	8,034	4,250
Transfer From General Fund	1,590,000			
Interest Earnings	938	5,000	1000	5,000
Donations	22,232	39,000	24,000	24,000
Subtotal	2,568,686	1,474,120	1,210,484	1,279,365
Fund Balance Carryover	675,648	531,456	603,669	523,770
TOTAL SOURCES	\$ 3,244,334	\$ 2,005,576	\$ 1,814,153	\$ 1,803,135
Personal Services	\$ 648,820	\$ 780,833	\$ 746,144	\$ 893,455
Other Expenditures	337,628	401,483	342,834	399,048
Capital Outlay	1,608,977	39,825	46,800	269,180
Debt Service		80,650	33,605	
Transfer to Other Funds	45,240	120,975	121,000	2,000
Subtotal	2,640,665	1,423,766	1,290,383	1,563,683
Unrestricted Reserves	603,669	581,810	523,770	239,452
TOTAL USES	\$ 3,244,334	\$ 2,005,576	\$ 1,814,153	\$ 1,803,135

FUND SUMMARY

CENTRAL SERVICES FUND

The Central Services Fund accounts for the costs of operating the centralized services (Information Technology, Warehouse, Fleet Maintenance, and Facilities Maintenance) of the City. Costs are billed to City departments based upon costs to provide the service.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Information Technology	\$ 2,877,788	\$ 3,024,592	\$ 3,024,592	\$ 3,435,031
Facilities Maintenance	4,118,737	5,236,031	5,236,031	5,591,581
Fleet Maintenance	1,849,952	2,025,822	2,025,822	2,300,000
Car Wash Facility	39,522	60,000	40,000	60,000
LYNX Revenue	149,684	138,723	138,731	138,723
Interest Earnings	2,200	5,000	1,500	5,000
Miscellaneous	43,281	37,000	20,000	37,000
Other Miscellaneous	-	16,291	-	-
Fund Balance Carryover	694,961	649,826	726,463	544,226
TOTAL SOURCES	\$ 9,776,125	\$ 11,193,285	\$ 11,213,139	\$ 12,111,561
Information Technology	\$ 2,752,465	\$ 3,106,925	\$ 3,107,344	\$ 3,520,727
Warehouse	416,823	-	-	-
Fleet Maintenance	1,930,699	2,021,543	2,192,190	2,539,791
Facilities Maintenance	3,949,674	5,514,241	5,369,379	5,607,569
Unrestricted Reserves	726,463	550,576	544,226	443,474
TOTAL USES	\$ 9,776,125	\$ 11,193,285	\$ 11,213,139	\$ 12,111,561

FUND SUMMARY

LOCAL OPTION SALES TAX FUND

On June 5, 1990, a referendum was approved for an additional one-cent sales tax within Osceola County. Only major capital items can be funded from this source of revenue. Over the years, bonds have been issued to fund various projects such as Community Redevelopment improvements, a new Service Center, City Hall and Fire Stations as well as park land purchases and improvements.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Local Option Sales				
Tax	\$ 8,554,767	9,073,000	9,073,000	9,436,000
State Grant	-	-	-	-
Miscellaneous	2,320,455	1,455,630	169,154	-
Interest Earnings	18,329	20,000	15,000	20,000
Transfer from Other Funds	-	2,322,800	2,319,000	-
Fund Balance Carryover	<u>5,242,728</u>	<u>8,035,815</u>	<u>7,052,587</u>	<u>9,803,497</u>
 TOTAL SOURCES	 \$ <u>16,136,279</u>	 \$ <u>20,907,245</u>	 \$ <u>18,628,741</u>	 \$ <u>19,259,497</u>
 Sales Tax Projects				
by Department:				
City Manager	\$ -	\$ 1,939	\$ -	\$ -
Police	68,623	273,640	-	-
Fire	2,515,364	713,800	710,000	7,855,000
Public Works	619,921	3,242,581	1,855,659	760,000
Parks and Recreation	446,561	3,137,963	338,750	950,000
Information Technology	936,026	1,029,160	1,029,160	313,000
Transfers:				
Sales Tax Bonds	4,279,381	4,333,036	4,333,036	4,601,511
Capital Lease	217,816	389,457	389,457	389,457
Miscellaneous Funds	-	-	-	-
Unrestricted Reserves	<u>7,052,587</u>	<u>7,785,669</u>	<u>9,803,497</u>	<u>4,390,529</u>
 TOTAL USES	 \$ <u>16,136,279</u>	 \$ <u>20,907,245</u>	 \$ <u>18,459,559</u>	 \$ <u>19,259,497</u>

FUND SUMMARY

MOBILITY FEE FUND

During fiscal year 2013, this fund was established to account for the proceeds of the newly implemented mobility fees. These fees were implemented in lieu of transportation impact fees; therefore, future projects that were previously planned for in the Transportation Impact Fund have been moved to the Mobility Fee Fund. These monies will be used to fund new road construction.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Mobility Fees	\$ 1,291,194	\$ 5,884,790	\$ 845,500	\$ 845,500
Other Transportation Charges	-	-	-	-
Interest Earnings	18,078	25,000	-	25,000
Fund Balance Carryover	<u>6,678,007</u>	<u>6,498,105</u>	<u>7,541,780</u>	<u>4,257,605</u>
TOTAL SOURCES	\$ <u>7,987,279</u>	\$ <u>12,407,895</u>	\$ <u>8,387,280</u>	\$ <u>5,128,105</u>
 Road Improvements	 \$ 2,100	 \$ 3,687,121	 \$ 3,687,121	 \$ 500,000
Transfer to Other Funds	443,399	443,399	442,554	438,980
Restricted Reserves	<u>7,541,780</u>	<u>8,277,375</u>	<u>4,257,605</u>	<u>4,189,125</u>
TOTAL USES	\$ <u>7,987,279</u>	\$ <u>12,407,895</u>	\$ <u>8,387,280</u>	\$ <u>5,128,105</u>

FUND SUMMARY

PAVING ASSESSMENT FUND

This fund accounts for the collection of paving and sidewalk assessments. Collections are transferred to the Local Option Gas Tax Fund where the total cost of road and sidewalk improvements are budgeted and accounted for.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Assessments	\$ 27,782	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	<u>1,492</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	<u>\$ 29,274</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Other Operating Costs	\$ 11,003	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to Other Funds	<u>16,791</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL USES	<u>\$ 27,794</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>

FUND SUMMARY

LOCAL OPTION GAS TAX FUND

This fund was established to account for the proceeds of the Local Option Gas Tax which was authorized by the Osceola County Board of Commissioners and is distributed by Interlocal Agreement as follows:

City of Kissimmee	25.0%
City of St. Cloud	12.5%
Osceola County	62.5%

The City's intention is to utilize these funds to make improvements to City roadways and intersections. Summaries showing personnel and capital outlay for the divisions administered by the Public Works Department begin on the following page.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Local Option Gas Tax	\$ 2,766,883	\$ 2,731,000	\$ 2,850,000	\$ 2,936,000
Interest Earnings	11,479	15,000	5,000	15,000
Miscellaneous Revenue	19,093	289,248	1,621	3,500
Transfer from				
Special Assessments	16,791	5,000	5,000	5,000
Transfer from Other Funds	500,000	500,000	500,000	875,000
Fund Balance Carryover	3,219,390	3,604,209	3,867,318	3,423,959
TOTAL SOURCES	\$ 6,533,636	\$ 7,144,457	\$ 7,228,939	\$ 7,258,459
 Sidewalks	 \$ 511,407	 \$ 772,600	 \$ 770,517	 \$ 744,663
Engineering	466,050	655,719	639,499	632,833
Traffic Engineering	-	713,927	-	642,504
Street Maintenance	-	-	-	-
Facilities Maintenance	-	11,082	-	-
Road Improvements	783,998	2,067,324	1,485,218	1,385,000
Transfers:				
Gas Tax Notes	904,863	909,746	909,746	937,582
Other Funds	-	-	-	-
Unrestricted Reserves	3,867,318	2,014,059	3,423,959	2,915,877
TOTAL USES	\$ 6,533,636	\$ 7,144,456	\$ 7,228,939	\$ 7,258,459

FUND SUMMARY

BUILDING FUND

Although administered as a division of Development Services, the Building Fund is a special revenue fund that accounts separately for various permits and plan checking fees as well as the expenses associated with building/fire inspections and permitting.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Building Permits	\$ 459,313	\$ 1,800,000	\$ 3,000,000	\$ 3,500,000
Electrical Permits	24,023	100,000	24,000	25,000
Plumbing Permits	3,627	50,000	30,000	30,000
Mechanical Permits	7,380	75,000	75,000	75,000
Impact Fee Allowance	131,594	40,000	110,000	110,000
Plan Checking Fees	-	-	-	-
Interest Earnings	17,216	10,000	-	-
Miscellaneous	42,825	40,000	40,000	40,000
Transfer from General Fund	5,000	5,000	5,000	30,000
Fund Balance Carryover	<u>6,813,388</u>	<u>6,271,901</u>	<u>5,023,834</u>	<u>2,826,574</u>
TOTAL SOURCES	\$ <u>7,504,366</u>	\$ <u>8,391,901</u>	\$ <u>8,307,834</u>	\$ <u>6,636,574</u>
Personal Services	\$ 1,692,357	\$ 1,977,686	\$ 1,958,677	\$ 2,306,993
Operating Costs	209,100	417,763	396,913	440,481
Capital Outlay	579,075	3,128,670	3,125,670	8,800
Transfer to Other Funds	-	-	-	-
Unrestricted Reserves	<u>5,023,834</u>	<u>2,867,782</u>	<u>2,826,574</u>	<u>3,880,300</u>
TOTAL USES	\$ <u>7,504,366</u>	\$ <u>8,391,901</u>	\$ <u>8,307,834</u>	\$ <u>6,636,574</u>

FUND SUMMARY

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

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

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 202
Intergovernmental				
Revenue	\$ 1,316,052	\$ 1,391,840	\$ 1,428,363	\$ 1,585,860
Interest Earnings	10,440	15,000	5,000	10,000
Miscellaneous Revenue	62,196	182,536	66,085	66,085
Transfer from General Fund	908,528	960,847	986,061	1,094,788
Fund Balance Carryover	<u>2,212,568</u>	<u>1,822,310</u>	<u>2,910,482</u>	<u>2,008,806</u>
TOTAL SOURCES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>
Professional Services	\$ 58,860	\$ 66,250	\$ 55,605	\$ 108,000
Other Operating Costs	33,816	229,863	236,608	162,398
General Fund Admin Cost	101,448	101,752	101,752	106,840
Capital Outlay	495,098	1,280,952	1,507,949	850,000
Aid to Private Organizations	96,462	498,558	498,558	525,000
Transfer to Other Funds	813,618	986,713	986,713	1,171,656
Unrestricted Reserves	<u>2,910,482</u>	<u>1,208,445</u>	<u>2,008,806</u>	<u>1,841,645</u>
TOTAL USES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>

FUND SUMMARY

VINE STREET COMMUNITY REDEVELOPMENT FUND

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

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Intergovernmental				
Revenue	\$ 508,371	\$ 545,880	\$ 587,406	\$ 827,354
Interest Earnings	5,617	5,000	2,000	5,000
Miscellaneous		23,160		
Transfer from General				
Fund	476,290	511,432	550,338	775,144
Fund Balance Carryover	<u>1,133,805</u>	<u>1,707,557</u>	<u>1,974,853</u>	<u>1,889,525</u>
TOTAL SOURCES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>
General Fund Admin Cost	\$ 101,448	\$ 101,752	\$ 101,752	\$ 106,840
Operating Costs	37,782	52,440	52,440	186,580
Capital Outlay		946,500	946,500	702,800
Aid to Private Organizations	10,000	124,380	124,380	475,000
Unrestricted Reserves	<u>1,974,853</u>	<u>\$ 1,567,957</u>	<u>\$ 1,889,525</u>	<u>\$ 2,025,803</u>
TOTAL USES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>

FUND SUMMARY

2022 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2023, the City will be awarded a \$732,540 Community Development Block Grant from the Department of Community Affairs. The proceeds from this grant are to be used for economic development projects.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
State Grant	\$ -	\$ -	\$ -	\$ 732,540
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 732,540
Personal Services	\$ -	\$ -	\$ -	\$ 187,364
Professional Services	-	-	-	-
Operating Costs	-	-	-	545,176
Capital Outlay	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 732,540

FUND SUMMARY

2022 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2023, the City will be awarded \$777,320 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
State Grant	\$ -	\$ -	\$ -	\$ 777,320
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 777,320
Personal Services	\$ -	\$ -	\$ -	\$ 77,952
Professional Services	-	-	-	60,000
Operating Costs	-	-	-	639,368
TOTAL USES	\$ -	\$ -	\$ -	\$ 777,320

FUND SUMMARY

2022 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2023, the City will be awarded HOME funds in the amount of \$373,302 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low income families.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Federal Grant	\$ -	\$ -	\$ -	\$ 373,302
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 373,302
Personal Services	\$ -	\$ -	\$ -	\$ 14,410
Professional Services	-	-	-	-
Operating Costs	-	-	-	358,892
TOTAL USES	\$ -	\$ -	\$ -	\$ 373,302

FUND SUMMARY

RECREATION IMPACT FUND

This fund was established to account for the impact fees collected for recreation improvements. Use of these funds is limited to the acquisition, development or capital improvement of neighborhood parks or recreation areas within the City.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Recreation Impact Fees	\$ 582,825	\$ 250,000	\$ 1,125,450	\$ 675,000
State Grant	-	-	-	-
Interest Earnings	5,149	5,000	-	5,000
Fund Balance Carryover	<u>1,572,012</u>	<u>1,553,457</u>	<u>1,796,343</u>	<u>2,193,302</u>
TOTAL SOURCES	\$ <u>2,159,986</u>	\$ <u>1,808,457</u>	\$ <u>2,921,793</u>	\$ <u>2,873,302</u>
Capital Outlay	\$ 136,885	\$ 968,665	\$ 728,491	\$ 425,000
Transfer to Other Funds	226,758	-	-	-
Restricted Reserves	<u>1,796,343</u>	<u>839,792</u>	<u>2,193,302</u>	<u>2,448,302</u>
TOTAL USES	\$ <u>2,159,986</u>	\$ <u>1,808,457</u>	\$ <u>2,921,793</u>	\$ <u>2,873,302</u>

FUND SUMMARY

POLICE 2ND DOLLAR ASSESSMENT FUND

These funds flow to the City pursuant to ordinance No. 1287 enacted March 1985 and authorized by Florida Statutes 943.25 (13) which imposes a \$2.00 court cost against every person convicted of a municipal or county ordinance violation where said offense occurred within the City of Kissimmee. These funds are earmarked for police education and training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Police Education Fines	\$ 21,433	\$ 18,000	\$ 19,000	\$ 18,000
Fund Balance Carryover	<u>19,054</u>	<u>16,504</u>	<u>36,582</u>	<u>26,677</u>
TOTAL SOURCES	\$ <u>40,487</u>	\$ <u>34,504</u>	\$ <u>55,582</u>	\$ <u>44,677</u>
Operating Costs	\$ 3,905	\$ 28,905	\$ 28,905	\$ 27,705
Unrestricted Reserves	<u>36,582</u>	<u>3,599</u>	<u>26,677</u>	<u>16,972</u>
TOTAL USES	\$ <u>40,487</u>	\$ <u>32,504</u>	\$ <u>55,582</u>	\$ <u>44,677</u>

FUND SUMMARY

JUSTICE ASSISTANCE GRANT FUND

Beginning in 1997, the City began receiving grant funds through the United States Department of Justice. The name of this grant has subsequently been changed to the Edward Byrne Memorial Justice Assistance Grant (JAG). The City uses these funds to partially pay salaries and benefits for one Sergeant and two Police Officers.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Federal Grant	\$ 34,356	\$ 45,369	\$ 77,719	\$ 27,369
Transfer from General Fund	270,246	242,635	210,285	260,635
TOTAL SOURCES	\$ <u>304,602</u>	\$ <u>288,004</u>	\$ <u>288,004</u>	\$ <u>288,004</u>
Personal Services	\$ 304,602	\$ 288,004	\$ 288,004	\$ 288,004
TOTAL USES	\$ <u>304,602</u>	\$ <u>288,004</u>	\$ <u>288,004</u>	\$ <u>288,004</u>

FUND SUMMARY

STATE LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds from property confiscated in police enforcement activities pursuant to Florida Statute 932.701. The funds may not be used for normal operating needs but are to be used to defray the cost of protracted or complex investigations, provide additional technical equipment or expertise, provide matching funds for federal grants or other such appropriate law enforcement purposes as approved by the City Commission.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Forfeiture Proceeds	\$ 18,152	\$ -	\$ -	\$ -
Interest Earnings	-	-	-	500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	<u>271,337</u>	<u>276,219</u>	<u>276,219</u>	<u>264,394</u>
TOTAL SOURCES	\$ <u>289,489</u>	\$ <u>276,219</u>	\$ <u>276,219</u>	\$ <u>264,894</u>
Operating Costs	\$ 13,270	\$ 11,825	\$ 11,825	\$ 21,800
Unrestricted Reserves	<u>276,219</u>	<u>264,394</u>	<u>264,394</u>	<u>243,094</u>
TOTAL USES	\$ <u>289,489</u>	\$ <u>276,219</u>	\$ <u>276,219</u>	\$ <u>264,894</u>

FUND SUMMARY

FEDERAL LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations or municipal seizures of property where the underlying offense is a violation of federal law. These funds may not be used for normal law enforcement operating needs but are to be used for law enforcement activities associated with seizures/forfeitures, specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Forfeiture Proceeds	\$ -	\$ -	\$ -	\$ -
Interest Earnings	-	-	-	500
Fund Balance Carryover	<u>46,525</u>	<u>46,525</u>	<u>46,525</u>	<u>46,525</u>
TOTAL SOURCES	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>47,025</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves	<u>46,525</u>	<u>46,525</u>	<u>46,525</u>	<u>47,025</u>
TOTAL USES	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>47,025</u>

FUND SUMMARY

SCHOOL CROSSING GUARD TRUST FUND

This fund was established to account for the proceeds from the surcharge imposed on parking fines. Pursuant to Florida Statute 318.21, this surcharge must be used solely for the purpose of funding a school crossing guard program.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2022
Fines	\$ 13,806	\$ 3,600	\$ 5,570	\$ 3,600
Interest Earnings	-	50	-	50
Fund Balance Carryover	<u>28,640</u>	<u>-</u>	<u>34,582</u>	<u>-</u>
TOTAL SOURCES	\$ <u>42,446</u>	\$ <u>3,650</u>	\$ <u>40,152</u>	\$ <u>3,650</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Transfer to Other Funds	7,864	3,650	40,152	3,650
Unrestricted Reserves	<u>34,582</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>42,446</u>	\$ <u>3,650</u>	\$ <u>40,152</u>	\$ <u>3,650</u>

FUND SUMMARY

TREASURY FORFEITURE FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations where the underlying offense is a violation of federal law. More specifically, the proceeds received represent seized or forfeited properties that are the result of IRS investigations. These funds may not be used for normal law enforcement operating needs but are to be used only for law enforcement purposes and activities associated with enhancing future seizures or forfeitures, providing specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2022</u>
Forfeiture Proceeds	\$ -	- \$	- \$	-
Interest Earnings	-	500	-	500
Fund Balance Carryover	<u>279,223</u>	<u>78,934</u>	<u>284,474</u>	<u>284,474</u>
TOTAL SOURCES	\$ <u>279,223</u>	\$ <u>79,434</u>	\$ <u>284,474</u>	\$ <u>284,974</u>
Operating Costs	\$ 5,251	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Unrestricted Reserves	<u>284,474</u>	<u>74,048</u>	<u>284,474</u>	<u>284,974</u>
TOTAL USES	\$ <u>289,725</u>	\$ <u>74,048</u>	\$ <u>284,474</u>	\$ <u>284,974</u>

FUND SUMMARY

CHARTER SCHOOL FUND

This fund was established to account for the full time equivalent (FTE) funds that are received from the Osceola County School District on a biweekly basis to operate the Kissimmee Charter Academy. These funds, less an amount sufficient to pay debt service on the bonds issued to construct the school, are immediately remitted to Imagine Schools, the management company that operates the charter school on a daily basis. The amount retained for debt service is transferred to a debt service fund; payments on the debt are made semi-annually.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Intergovernmental				
Revenue	\$ 5,927,847	\$ 5,800,000	\$ 5,800,000	\$ 5,800,000
Interest Earnings	(14,030)	15,000	-	15,000
Fund Balance Carryover	<u>3,104,606</u>	<u>2,913,405</u>	<u>2,913,405</u>	<u>2,773,405</u>
TOTAL SOURCES	\$ <u>9,018,423</u>	\$ <u>8,728,405</u>	\$ <u>8,713,405</u>	\$ <u>8,588,405</u>
Professional Services	\$ 5,181,018	\$ 5,300,000	\$ 5,300,000	\$ 5,300,000
Other Operating Costs	-	2,500	2,500	2,500
Capital Outlay	278,000	-	-	-
Transfers to Other Funds	646,000	637,250	637,500	637,500
Unrestricted Reserves	<u>2,913,405</u>	<u>2,788,655</u>	<u>2,773,405</u>	<u>2,648,405</u>
TOTAL USES	\$ <u>9,018,423</u>	\$ <u>8,728,405</u>	\$ <u>8,713,405</u>	\$ <u>8,588,405</u>

FUND SUMMARY

UTILITY TAX FUND

City Code Section 26-16 imposes the 8% utility tax on sales of electricity, water, metered or bottled gas, and telecommunication services within the City limits. In October 1995, the rate on telephone services was changed to 7% of intrastate tolls and recurring charges on cellular/mobile telephone or other telecommunication services. Monies are typically transferred to and used for General Fund purposes.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Utility Tax Revenue:				
Electric	\$ 4,491,266	\$ 4,760,000	\$ 4,760,000	\$ 4,950,400
Telephone	1,916,523	1,825,000	1,825,000	1,898,000
Water	592,403	595,000	595,000	618,800
Natural Gas	108,368	105,000	105,000	109,200
Propane Gas	123,990	120,000	120,000	124,800
Fund Balance Carryover	<u>603,967</u>	<u>650,555</u>	<u>650,555</u>	<u>635,555</u>
TOTAL SOURCES	\$ <u>7,836,517</u>	\$ <u>8,055,555</u>	\$ <u>8,055,555</u>	\$ <u>8,336,755</u>
Bad Debt Expense	\$ (5,160)	\$ 30,000	\$ 15,000	\$ 30,000
Transfer to General Fund	7,191,122	7,405,000	7,405,000	7,701,200
Unrestricted Reserves	<u>650,555</u>	<u>505,845</u>	<u>635,555</u>	<u>605,555</u>
TOTAL USES	\$ <u>7,836,517</u>	\$ <u>7,940,845</u>	\$ <u>8,055,555</u>	\$ <u>8,336,755</u>

FUND SUMMARY

LOCAL OPTION SALES TAX BONDS FUND

In December 2005, a \$10,000,000 bank note was issued to fund the relocation of Fire Station 11 as well as various drainage and road improvement projects. An additional \$9,500,000 bank note was issued in February 2009 to fund improvements at the lakefront. In FY 2010, the \$10,000,000 bank note was refinanced to take advantage of interest savings. In FY 2011, the \$9,500,000 bank note was converted to a fixed rate note. In FY 2011, an additional note for \$8,000,000 was issued to provide further funding for the lakefront development project. Finally, in FY 2014, an additional note for \$9,600,000 was issued to provide funding for certain roadway improvements and improvements to the lakefront park. For all issues, transfers are made from the Local Option Sales Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2023</u>
Transfer from Local Option Sales Tax Fund	\$ <u>3,098,919</u>	\$ <u>3,085,858</u>	\$ <u>3,085,858</u>	\$ <u>3,110,615</u>
TOTAL SOURCES	\$ <u><u>3,098,919</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,110,615</u></u>
Debt Service - Due 10/1	\$ 2,580,000	\$ 2,675,000	\$ 2,675,000	\$ 2,755,000
Debt Service - Current	<u>518,919</u>	<u>410,858</u>	<u>410,858</u>	<u>355,615</u>
TOTAL USES	\$ <u><u>3,098,919</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,110,615</u></u>

FUND SUMMARY

LOCAL OPTION GAS TAX NOTES FUND

In December 2006, the City issued Revenue Notes of \$9,000,000 to fund the construction of various road improvements throughout the City. In November 2010, the City issued additional Revenue Notes of \$4,000,000 to fund further road improvements. In February 2016, the 2006 note was refunded with the Series 2016 Bonds. For all issues, transfers are made from the Local Option Gas Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Transfer from Local Option Gas Tax Fund	\$ <u>278,592</u>	\$ <u>282,946</u>	\$ <u>282,946</u>	\$ <u>287,028</u>
TOTAL SOURCES	\$ <u>278,592</u>	\$ <u>282,946</u>	\$ <u>282,946</u>	\$ <u>287,028</u>
Debt Service - Due 10/1	\$ 244,296	\$ 251,473	\$ 251,473	\$ 258,514
Debt Service - Current	<u>34,296</u>	<u>31,473</u>	<u>31,473</u>	<u>28,514</u>
TOTAL USES	\$ <u>278,592</u>	\$ <u>282,946</u>	\$ <u>282,946</u>	\$ <u>287,028</u>

FUND SUMMARY

COMMUNITY REDEVELOPMENT NOTES FUND

In March 2004, the City issued a Redevelopment Trust Fund Revenue Note of \$6,000,000 to fund the construction of various improvements throughout the Community Redevelopment Agency's area of responsibility. In 2015, the 2004 Note was refunded by the Series 2015B Note. Transfers are made from the Community Redevelopment Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Transfer from Community Redevelopment Fund	\$ <u>281,631</u>	\$ <u>281,010</u>	\$ <u>281,010</u>	\$ <u>295,250</u>
TOTAL SOURCES	\$ <u><u>281,631</u></u>	\$ <u><u>281,010</u></u>	\$ <u><u>281,010</u></u>	\$ <u><u>295,250</u></u>
Debt Service - Due 10/1	\$ 240,680	\$ 243,050	\$ 243,050	\$ 260,125
Debt Service - Current	<u>40,681</u>	<u>38,050</u>	<u>38,050</u>	<u>35,125</u>
TOTAL USES	\$ <u><u>281,361</u></u>	\$ <u><u>281,100</u></u>	\$ <u><u>281,100</u></u>	\$ <u><u>295,250</u></u>

FUND SUMMARY

SERIES 2016 BONDS FUND

In February 2016, the City issued Revenue Bonds of \$42,930,000 to fund the construction of various projects throughout the City and to refund the Series 2006 Note and the Charter School Note. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Transfer from Community Redevelopment Fund	\$ 238,753	\$ 238,298	\$ 238,298	\$ 236,374
Transfer from Local Option Gas Tax Fund	613,500	609,250	609,250	609,000
Transfer from Local Option Sales Tax Fund	1,023,229	1,021,279	1,021,279	1,013,028
Transfer from Mobility Fee Fund	443,399	442,554	442,554	438,980
Transfer from General Fund	646,000	637,250	637,250	637,500
Fund Balance Carryover	<u>17,429</u>	<u>17,429</u>	<u>17,328</u>	<u>17,328</u>
TOTAL SOURCES	\$ <u>2,982,310</u>	\$ <u>2,966,060</u>	\$ <u>2,965,959</u>	\$ <u>2,952,210</u>
Debt Service - Due 10/1	\$ 2,144,991	\$ 2,161,816	\$ 2,161,816	\$ 2,219,882
Debt Service - Current	819,991	786,815	786,815	715,000
Restricted Reserves	<u>17,328</u>	<u>17,429</u>	<u>17,328</u>	<u>17,328</u>
TOTAL USES	\$ <u>2,982,310</u>	\$ <u>2,966,060</u>	\$ <u>2,965,959</u>	\$ <u>2,952,210</u>

FUND SUMMARY

SERIES 2022 BONDS FUND

In May 2022, the City issued Revenue Refunding Bonds of \$26,730,000 to fund the CRA Beaumont Infrastructure Project, Commercial Solid Waste equipment, and to refund the 2021 Line of Credit. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Transfer from Community Redevelopment Fund	\$ -	\$ -	\$ -	472,816
Transfer from Local Option Gas Tax Fund	-	-	-	41,544
Transfer from Local Option Sales Tax Fund	-	-	-	477,868
Transfer from Solid Waste Fund	-	-	-	166,215
Fund Balance Carryover	-	-	-	-
TOTAL SOURCES	\$ -	\$ -	\$ -	1,158,443
Debt Service - Due 10/1	\$ -	\$ -	\$ -	1,158,443
Debt Service - Current	-	-	-	-
Restricted Reserves	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	1,158,443

FUND SUMMARY

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

This fund was established to account for all insurance costs of the City. The City maintains the balance considered necessary and funds certain safety program expenditures in addition to insurance premiums and claims. This fund also pays the General Fund for personnel costs allocated to this activity.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Cost Allocations:				
General Fund	\$ 2,063,307	\$ 2,104,969	\$ 2,104,969	\$ 2,100,142
Central Services	171,378	174,287	174,200	187,615
Airport	31,211	32,799	32,700	29,154
Stormwater Utility	194,307	190,499	190,400	195,004
Solid Waste	170,088	171,937	171,900	175,592
Local Option Gas Tax	41,712	44,001	44,000	44,285
Building	40,656	44,969	44,900	49,069
Community Development				
Block Grant	1,262	1,444	1,444	1,573
Other Funds	8,428	8,034	8,034	8,291
Interest Earnings	15,734	20,000	10,000	20,000
Recoveries	208,919	200,000	425,000	200,000
Miscellaneous Revenue		86,846	-	-
Fund Balance Carryover	<u>2,488,496</u>	<u>2,170,425</u>	<u>2,907,524</u>	<u>2,542,136</u>
TOTAL SOURCES	\$ <u>5,435,498</u>	\$ <u>5,250,210</u>	\$ <u>6,115,071</u>	\$ <u>5,552,861</u>
Charges by Other				
Funds	\$ 209,213	\$ 216,186	\$ 216,186	\$ 226,995
Operating Cost	176,948	334,636	232,243	256,490
Capital Outlay				
Workers Comp Premium	14,330	25,000	13,294	20,000
Workers Comp Claims	569,975	750,000	725,000	750,000
General & Auto Premium	1,349,941	1,636,212	1,636,212	1,678,993
Liability Claims	207,567	750,000	750,000	800,000
Unrestricted Reserves	<u>2,907,524</u>	<u>1,538,176</u>	<u>2,542,136</u>	<u>1,820,383</u>
TOTAL USES	\$ <u>5,435,498</u>	\$ <u>5,250,210</u>	\$ <u>6,115,071</u>	\$ <u>5,552,861</u>

FUND SUMMARY

HEALTH SELF INSURANCE FUND

This fund was established to account for all health insurance costs of the City. The City maintains the balance considered necessary and funds the administrative expenditures associated with the program as well as the claims.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Cost Allocations:				
General Fund	\$ 6,775,090	\$ 7,256,823	\$ 7,282,291	\$ 7,662,135
Central Services	534,416	572,333	586,238	568,448
Airport	103,684	111,823	136,200	147,883
Stormwater Utility	468,007	479,741	479,741	489,851
Sanitation	377,790	397,118	397,118	401,819
Local Option Gas Tax	180,093	179,466	179,466	197,465
Building	279,651	286,737	300,767	320,253
Community Development				
Block Grant	25,222	41,864	41,864	33,875
Other Funds	59,167	56,617	67,418	19,385
Dependent Coverage	919,292	960,000	960,000	960,000
Interest Earnings				
Retiree/COBRA	258,199	250,000	250,000	260,000
Contributions				
Miscellaneous Revenue	-	79,470	79,470	-
Transfer from General Fund	-	-	-	-
Fund Balance Carryover	20,469	921,987	12,461	4,011
TOTAL SOURCES	\$ 10,001,080	\$ 11,593,979	\$ 10,773,034	\$ 11,065,125
Professional Services	\$ 1,576,152	\$ 2,222,526	\$ 2,222,500	\$ 2,172,600
Other Operating Costs	214,321	278,107	259,853	281,025
Health Claims	8,195,878	8,200,000	8,200,000	8,600,000
Capital Outlay	2,268.00	7,200	7,200	11,500
Unrestricted Reserves	12,461	886,146	83,481	-
TOTAL USES	\$ 10,001,080	\$ 11,593,979	\$ 10,773,034	\$ 11,065,125



FIVE YEAR PERSONNEL RECAP

DEPARTMENT	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>CHANGE</u>
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	13	14	14	16	17	1
Finance	13	14	14	14	14	-
Development Services	20	17	17	17	16	(1)
Police	227	230	233	236	239	3
Fire	110	112	112	113	114	1
Public Works	41	38	43	36	42	6
Parks & Recreation	67	68	70	70	73	3
Personnel	10	10	10	10	10	-
TOTAL GENERAL FUND	511	513	523	522	535	13
Stormwater Utility	37	37	35	35	36	1
Solid Waste	27	28	29	29	29	-
Airport	8	8	8	8	9	1
Central Services	41	43	41	41	42	1
Local Option Gas Tax	12	12	13	12	14	2
Building	19	19	20	21	22	1
Community Dev Block Grant	2	2	3	4	5	1
Justice Assistance Grant	3	3	3	3	2	(1)
TOTAL FULL-TIME	660	665	675	675	694	19
All Other Positions:						
Police :						
Auxiliary Officer	5	5	5	5	5	-
School Crossing Guard	-	-	-	-	-	-
Other	7	7	7	7	8	1
Fire	1	2	2	2	2	-
Public Works	2	2	2	2	1	(1)
Parks & Recreation	91	91	93	96	91	(5)
Human Resources	2	2	2	2	3	1
TOTAL GENERAL FUND	108	109	111	114	110	(4)
HOME/SHIP	1	-	-	-	-	-
Community Dev Block Grant	-	1	0	0	0	-
TOTAL ALL OTHER	109	110	111	114	110	(4)
TOTAL POSITIONS	769	775	786	789	804	15

ITEM 7.A**Approval of City Commission Minutes from the August 16, 2022 meeting****Request**

Request Commission approval of the August 16, 2022, Commission meeting minutes.

Explanation

Minutes of the Commission meeting held on Tuesday, August 16, 2022, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. Commission Minutes - August 16, 2022



**MEETING MINUTES
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 16, 2022, AT 6:00 PM**

- 1. MEETING CALLED TO ORDER** **Members Present:** Mayor Olga Gonzalez, Commissioners Felix Ortiz, Carlos Alvarez, III, Jim Fisher
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, Deputy City Clerk, Tameara Crespo
Members Absent: Commissioner Olga Castano, 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 Presentation of Retirement Watch to Michael Carter

Request the presentation of Corporal Michael Carter's retirement watch. Corporal Carter is retiring from the City of Kissimmee after 20 years of service with the Kissimmee Police Department.

City Manager Mike Steigerwald requested to re-schedule the presentation for Michael Carter's retirement to the September 13, 2022 meeting.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Ordinance amending the Future Land Use designation from MF-MDR, MF-HDR, CONS, & CG to CONS and IB: Constellation (Formerly Ramona), LUPA-22-0001 - Proposed Ordinance #22-09

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; 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 to approve a Land Use Plan Amendment to change the Future Land Use Map designation from Multi Family Medium Density Residential (MF-MDR), Multi-Family High-Density Residential (MF-HDR), Conservation (CONS), and Commercial General (CG) to Conservation (CONS) and Industrial Business (IB) on 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd., along the north and south sides of E. Osceola Parkway.

City Manager Steigerwald informed the Commission that the property owner requested a

continuance to the October 18, 2022, meeting.

Commissioner Fisher made a motion to continue the Public Hearing to October 18, 2022. Commissioner Ortiz seconded the motion.

Motion carried 4 - 0.

4.B Public Hearing - Second and Final Reading - Ordinance amending the Future Land Use designation to establish MU-V (Mixed Used Vine); LUPA-22-0004 - Proposed Ordinance 22-12

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Requesting approval of an ordinance that will amend the future land use of several properties to the MU-V (Mixed Use Vine) designation.

City Attorney Sanchez de Fuentes read Proposed Ordinance #3063 by title.

Planner Ashley Cornelison explained the intent of the Land Use Amendment was to align the boundary of the Vine Street CRA. Staff advertised and received minor comments from the Florida Department of Transportation. Staff recommends approval of the Public Hearing.

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

Commissioner Fisher moved to adopt Ordinance #3063. Commissioner Ortiz seconded the motion.

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Constellation (Formerly Ramona) Planned Unit Development (PUD) Amendment: PUD-22-0001

Approval of a Planned Unit Development (PUD) Amendment to establish industrial warehouse uses on approximately 114.25 acres of land west of Florida's Turnpike, east of Bill Beck Blvd., along the north and south sides of E. Osceola Parkway.

City Manager Steigerwald explained this item is an accompanying application and Public Hearing to item 4.A. He explained that the applicant is also requesting the PUD Amendment to be continued to the October 18, 2022, meeting.

Commissioner Fisher made a motion to continue the Public Hearing to October 18, 2022. Commissioner Ortiz seconded the motion.

Motion carried 4 - 0.

6. HEAR AUDIENCE

None.

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

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

Motion carried 4 - 0.

- 7.A Approval of City Commission Minutes from the August 2, 2022 meeting
Request Commission approval of the August 2, 2022 Commission Minutes.
- 7.B Agreement with Raftelis Financial Consultants to provide a Municipal Impact Fee Study for Recreation, Police and Fire services.
Approval to enter an agreement with Raftelis Financial Consultants to assist the City in updating the impact fee rates for Parks and Recreation services and calculating new impact fees for Police and Fire services.
- 7.C 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.
- 7.D General Employee Organization Budget to be carried forward to FY 2022
Approval to carry forward General Employee Organization assistance funds from the prior year.
- 7.E Federal Aviation Administration Airport Improvement Program Grant for the Taxiway E Extension and Installation of Taxiway E Lighting at Kissimmee Gateway Airport
Request Commission acceptance of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the Taxiway E Extension and Installation of Taxiway E Lighting at Kissimmee Gateway Airport.
- 7.F Approval to Contract with Osceola Council on Aging for the Rehabilitation of the House Located at 1124 Lindsay Way, Kissimmee 34744
Approval to partner with the Council on Aging to coordinate a homeowner rehabilitation project for 1124 Lindsay Way, Kissimmee, 34744.
- 7.G Fire Station No.13 Roofing Replacement Project
Approval of a Work Order using the City's continuing services agreement for roof

installation and repair services with RCS Roof Control Services, Inc. for Fire Station No.13 Roofing Replacement Project in the amount of \$194,880.00.

8. DISCUSSION ITEMS

8.A Toho Water Authority Board Appointment

Request that the City Commission make an appointment to fill a vacancy on the Toho Water Authority Board of Directors due to the resignation of Jim Swan.

City Manager Steigerwald explained that due to the recent resignation, the Commission will need to appoint a replacement with the term ending in 2024. The Commissioners reviewed two qualified applications and resumes attached to the agenda.

Commissioner Fisher made a motion to appoint John McAllenan to the Toho Water Authority Board. Commissioner Ortiz seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald stated it's been the City's practice to allow for political sign placement at the Civic Center with City authorization during election season. Recently, the decision was made to limit the signage to only those that did not require a planters stick or post-hole diggers to place the sign in the ground. He added that by Code, the City is not required to allow political signs at all on City property.

City Manager Steigerwald expressed that in the past, these types of signs have caused damage to irrigation lines and City landscaping which was the basis for the decision. He sought Commission direction regarding this choice due to a citizen complaint and recommended the City continue to approve campaign signage at the Civic Center if they don't require a stick. The City Commission did not oppose the decision or request the decision to modify the types of signed to be allowed to be changed.

9.B CITY ATTORNEY

None.

9.C CITY COMMISSION

Commissioner Castano was absent for comment. Commissioner Ortiz recognized Ashley Carino who was just crowned Miss Puerto Rico.

Commissioner Alvarez encouraged citizens to get out and vote and reminded the audience of the upcoming Kissimmee Police Department award ceremony to be held on August 31, 2022, at the Civic Center.

Commissioner Fisher encouraged citizens to be mindful when driving through school zones now that school is back in session and additionally encouraged the community to vote on Election Day, August 23, 2022.

Mayor Gonzalez wished everyone a good night.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:12 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

First Amended and Restated Fountainhead Development Agreement

Request

Approval of the First Amended and Restated Fountainhead Development Agreement.

Explanation

In 2015, the City entered into the Fountainhead Development Agreement (DA) with Kissimmee Investors, Ltd. (Owner/ Developer) to Master Plan approximately 128.1 acres of property. This is an Amendment to that agreement which will revise the established time frame of phase two of the development and transportation summaries to now reflect the time frame of 2022-2032; establish the new project build-out date to December 31, 2032; and make modifications to the land use conversion matrix and reporting requirements.

This Amendment is necessary to align the DA with the new requirements contained in the recently amended Fountainhead PUD ordinance approved on July 19, 2022.

Recommendation

Approval of the First Amended and Restated Fountainhead Development Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. Kissimmee Investors Ltd - First Amendment and Restated Fountainhead Development Agreement

This Instrument prepared by and after recorded return to:

Attn: George Kramer, AICP
S&ME, Inc.
1615 Edgewater Drive, Suite 200
Orlando, FL 32804

Attn: Jo O. Thacker, Esq.
Nelson Mullins Riley & Scarborough, LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801

**FIRST AMENDED AND RESTATED FOUNTAINHEAD DEVELOPMENT AGREEMENT
CITY OF KISSIMMEE, FLORIDA**

WHEREAS, Kissimmee Investors, Ltd. requested the rescission of the Fountainhead DRI and the following development orders: the Development Order for the Fountainhead Development of Regional Impact, as adopted by the City of Kissimmee by Resolution No. 40-92 on September 1, 1992; the First Amendment to the Development Order, as adopted by the City of Kissimmee on January 20, 1997; the Second Amendment to the Development Order, as adopted by the City of Kissimmee by Resolution No. 11-2000 on April 11, 2000; the First Amendment to the Second Amended Development Order, as adopted by the City of Kissimmee on August 21, 2006, as recorded in Official Records Book 3253, Pages 2226 through 2231, of the Public Records of Osceola County, Florida; the Second Amendment to the Second Amended Development Order, as adopted by the City of Kissimmee on August 21, 2006, as recorded in Official Records Book 3253, Pages 2232 through 2236, of the Public Records of Osceola County, Florida; the Third Amended and Restated Development Order, as adopted by the City of Kissimmee by Resolution No. 16-2009, on July 7, 2009, as recorded in Official Records Book 3877, Pages 1510 through 1545, of the Public Records of Osceola County, Florida, and the Fourth Amended and Restated Development Order, as adopted by the City of Kissimmee on February 19, 2013, as recorded in Official Records Book 4424, Pages 1086 through 1105, of the Public Records of Osceola County (collectively, the "DRI Development Order"); and

WHEREAS, the City rescinded the DRI Development Order and entered into the Fountainhead Development Agreement City of Kissimmee, Florida as recorded in OR Book 4821, Page 1912, Public Records of Osceola County, Florida; and

WHEREAS, the Parties seek to revise the Fountainhead Development Agreement City of Kissimmee, Florida (the "Amended and Restated Development Agreement").

NOW THEREFORE, IT IS HEREBY ORDERED AND RESOLVED by the City Commission of the City of Kissimmee, Florida the Fountainhead Development Agreement City of Kissimmee, Florida is amended and restated subject to the following terms and conditions:

I. FINDINGS OF FACT

- A. Kissimmee Investors, Ltd. in care of Anup Vasisht, authorized agent, 1860 Jessica Court, Winter Park, Florida 32789, authorized to do business in the State of Florida(hereafter

referred to as "Developer") filed to rescind the Development of Regional Impact ("DRI") called "Fountainhead", relating to real property located in the City of Kissimmee, Florida (hereafter referred to as the "City"), which is more particularly described in Exhibit "A" attached to and by this reference incorporated in the Agreement and hereafter referred to as the "Property". Attached as Exhibit "B" is the revised Master Development Plan, and by this referenced is incorporated in this Agreement and hereinafter referred to as the "Master Plan".

- B. The owner of the Property is Kissimmee Investors, Ltd.
- C. S&ME, Inc. and Nelson Mullins are the authorized agents of the owners of the Property and have the authority to file and obtain an Amended and Restated Development Agreement with respect to the Property.
- D. The Property does not lie within an Area of Critical State Concern.
- E. The proposed development consists of the following:
 - 1. Total Acreage: Approximately 128.1 acres
 - 2. Total Project Size: 1,144 multi-family units, 230,000 gross square feet of retail space and 120,000 gross square feet of office space.
The required number of parking spaces for each parcel of the DRI will be determined by the parking regulations of the land development regulation which are in effect at the time of Site Development
 - 3. Plan approval. Those matters shown on the Master Plan, attached as Exhibit "B" and by this reference incorporated herein.

II. CONCLUSIONS OF LAW

- A. The Development permitted by this Amended and Restated Development Agreement is consistent with the achievement of the objectives of the State Comprehensive Plan and the State Land Development Plan.
- B. The development permitted by this Amended and Restated Development Agreement is consistent with the City of Kissimmee Comprehensive Plan and adopted land development regulations.

III. CONDITIONS OF APPROVAL

- A. General Conditions:
 - 1. This Amended and Restated Development Agreement shall be binding upon the Developer, its assignees or successors in interest, including any entity that may assume any of the responsibilities imposed on the Developer by this Amended

and Restated Development Agreement.

2. The approved development consists of the following:

Development Summary of Land Uses

Phase	Years	Residential	Retail	Office
One	Existing	568 du	-0-	8,400 GSF
Two	2022-2032	576 du	230,000 GSF	111,600 GSF

3. The project build-out date is December 31, 2032.

B. Specific Conditions:

1. The project shall consist of no more than a total of 1,144 multi-family units (including the 568 units of the existing Lake Tivoli and Bella Lago Condominiums), and 230,000 square feet of retail space and 120,000 square feet of office space on 128.1 +/- acres in the City of Kissimmee.
2. The project shall be developed in accordance with the City's Zoning Code, land development code in effect at the time of PUD Site Plan approvals, except as otherwise provided in this Development Agreement.

C. Vegetation and Wildlife:

1. Site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon, the project site the Developer shall cease all activities which might negatively affect that individual or population and immediately notify both the Florida Fish and Wildlife Conservation Commission (FWCC) and the United States Fish and Wildlife Service. Proper protection and habitat management, to the satisfaction of both agencies, shall be provided by the Developer.

"Harming" and "harassment" as used in this condition shall be defined in the same manner as "harm" and "harass", respectively, are defined in 50 CFR Section 17.3.

A copy of the SFWMD permit with notification to FWCC is attached hereto marked Exhibit "C". All mitigation requirements have been accomplished as referenced in the enclosed Exhibit "C".

2. To minimize dependence on ground irrigation and to promote retention of wildlife

habitat, xeriscape principles of landscaping (as defined in subsection 373.185, Florida Statutes) shall be utilized in areas not subject to reclaimed water irrigation. Ecologically viable portions of natural upland plant communities shall be preserved in their original state to the extent reasonably possible, taking into account customary site design and natural conditions.

D. Wetlands:

1. All viable wetlands have been removed by the placement of fill and mitigation for said fill impacts have been provided for in accordance with South Florida Water Management District Permit No. 49-01036-P, therefore this condition has been satisfied. The drainage plan has been incorporated into the recorded plat addressing any dedication issues. Attached hereto is a copy of the Drainage Pond Agreement marked as Exhibit "C".

E. Stormwater:

1. The stormwater facility has been completed and any further changes to the stormwater facility will be addressed through an Amendment.
2. The stormwater facility complies with and will continue to comply with the provisions of the Drainage Pond Agreement. Any modifications to the storm water management facilities will comply with SFWMD requirements and Sections 14-2-135 and 14-2-136 of the City Land Development Code.
3. The applicant shall ensure that if a property owner's association is formed to assume drainage system operation and maintenance responsibilities, then the proposed property owner's association shall be created with defined duties and responsibilities regarding the operation and maintenance of the surface water management system and have sufficient legal authority and power to establish the mandatory collection of fees and/or assessments from all property owners for use in financing the operation, replacement and maintenance of the project's surface water management system.
4. The Joint Use Stormwater Management Facility has been constructed and accepted by the County and City for maintenance. Any modifications to the stormwater management system shall comply with all state and local regulations as applicable.

F. Water Quality:

1. Water Quality requirements are provided for in South Florida Water Management District (SFWMD) Permit No. 49-01036- P shall be adhered to by the property owner or property owner's association operating the surface water management system.

2. All water, waste water and reuse water if needed will be provided by TWA and Developer shall be responsible for adhering to TWA Standards and Specifications adopted as of approval dates of various phases of this project.

G. Floodplains:

1. The project site design and floodplain compensatory storage requirements shall be based on the information contained in the official FEMA Flood Insurance Rate Maps, supplemented by detailed topographical data, until official FEMA acceptance of other floodplain data (e.g., ACOE data) has been received.
2. Compensatory storage calculations shall be based on the amount of flood storage volume lost between the seasonal high groundwater elevation (or the control water level elevation in the ponds, as applicable) and the 100-year flood level elevation, with the compensatory storage space being provided on the project site.

H. Public Facilities:

1. To meet the irrigation water use demands of the project, the development shall use, in order of priority:
 - i) all treated wastewater made available contiguous to the site by the Toho Water Authority, up to the entire irrigation water demand,
 - ii) treated stormwater, and
 - iii) non-potable quality groundwater; unless prohibited by the Florida Department of Environmental Protection or the South Florida Water Management District.
2. For the purpose of potable water conservation, the project shall utilize low water use plumbing fixtures, either self-closing or metered water faucets, and other water conserving devices. The fixtures shall be, at a minimum, consistent with the State Water Conservation Act, Section 553.14, Florida Statutes.

I. Transportation:

1. For the purpose of the transportation conditions, the **Project** shall be divided into the following phases, based upon net external average daily trip ends:

Phase	Years	Daily Trips	Cumulative Daily Trips
Phase One	Existing	3,564	3,564

Phase Two	2022-2032	13,009	16,573
-----------	-----------	--------	--------

2. A right turn lane from Central (North) to W192 has been identified to address any and all mitigation due to project impacts. The cost is anticipated to be \$150,000.00 with the proportionate fair share percentage to be 54% equaling \$8,100 thus meeting any present or future Transportation Concurrency requirements.
3. The City shall support the Developer's request for signalization at two project entrances along John Young Parkway, at the existing median openings, if deemed warranted by Osceola County. Access along John Young Parkway shall conform to the standards required by Osceola County.
4. In the interest of safety, and to promote alternative forms of transportation, the applicant shall construct a system of bikeways during all new roadway construction and/or resurfacing projects as required by the City (for roads under its jurisdiction) and Osceola County (for roads under its jurisdiction). The design standards for these facilities will be determined during the site plan review and/or design review of off- site roads, and shall meet, at a minimum, state standards.

State recommended bicycle parking facilities meeting state DOT recommended standards shall be located at apartment complexes, commercial centers and employment centers. The provision of showers and lockers for employees is encouraged.

On-site bicycle systems shall be connected with external bicycle systems. Construction standards shall conform to the latest state criteria. Pedestrian and bicycle facilities shall be constructed on-site so that all parcels can be easily reached without having to exit the site.

The City Bike Path shown on the Master Plan is part of the external bikeway system for the City of Kissimmee. Funding for the City Bike Path shall be the responsibility of the City of Kissimmee.

5. A transit passenger shelter and transit parking bay shall be constructed along the property frontage on John Young Parkway to augment and facilitate the operations of off-site transit and bicycle facilities. Transit bays and areas for shelters shall be reserved for future transit service and constructed when transit is available. Siting of transit facilities shall be approved by the City with input from Lynx.

J. Energy Conservations:

1. Toward the achievement of energy conservation, the Fountainhead project shall perform or require the following actions:

- i) Developers shall review the Florida Green Building Coalition's Florida Green Development Designation Standards & Policies and consider pursuit of certification prior to site plan approval.
- ii) Site layout and building construction plans should incorporate and highlight energy conservation methods.

K. Commitments:

1. The project shall also be developed in adherence to the following commitments and plan characteristics:
2. Wastewater Management:
 - i) There will be no on-site wastewater treatment or disposal on the site.
 - ii) Septic tanks will not be utilized in the project.
3. Water Supply:
 - i) There will be no potable water wells on the project site.
 - ii) Landscape planning and design will incorporate xeriscape principles.
4. Solid Waste:
 - i) Solid waste from the site will be deposited in dumpsters or other appropriate receptacles to be picked up by the City or the City's Franchisee, and then hauled to a landfill or recycled per the City's requirements.
5. Energy:
 - i) There will be no on-site electrical generating facility except solar.
 - ii) Proposed development on each parcel will reflect current energy standards at the time of development.
6. Fire Protection:
 - i) The water distribution system is designed to be able to provide normal water demand plus fire flows for two hours.
 - ii) One and Two Family Dwellings: fire flow and flow duration for dwellings having a fire flow area in excess of 5,000 sq.ft. shall not be less than that specified in Table 18.4.5.1.2. FFPC 2010 edition, NFPA 1, Uniform Fire Code, Chapter 18, Section 18.4.5.1.2
 - iii) Buildings other than one and two family dwellings: The

Minimum fire flow and flow duration for buildings other than one and two family dwellings shall be as specified in Table 18.4.5.1.2. FFPC 2020 edition, NFPA 1, Uniform Fire Code, Chapter 18, Section 18.4.5.1.4.

IV. PERIOD OF EFFECTIVENESS

- A. This Amended and Restated Development Agreement and any subsequent amendment shall be effective (the "Effective Date") on the date an executed copy is rendered by the City to the Developer.

V. MONITORING PROCEDURES

- A. The City shall be responsible for enforcing the provisions of this Amended and Restated Development Agreement.
- B. Compliance with the terms and conditions of this Amended and Restated Development Agreement shall be monitored through the provisions of the established review and approval process for developments pursuant to City Monitoring Procedures. The City Planning Director, or his authorized designee, shall be the official responsible for monitoring compliance by the Developer with this Amended and Restated Development Agreement.

VI. RESTRICTIONS ON DOWN ZONING

- A. This project will not be subject, unit density reduction or intensity reduction for a period of eight (8) years from the Effective Date of this Amended and Restated Development Agreement unless it is demonstrated that substantial changes in the conditions underlying the approval of this Amended and Restated Development Agreement have occurred, or that this Amended and Restated Development Agreement was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the City to be essential to the public health, safety or welfare.

VIII. RECORDING

- A. Within ten (10) days of the issuance of this Amended and Restated Development Agreement, the Developer shall cause a notice of the adoption of the Amended and Restated Development Agreement and any subsequent modification of the Amended and Restated Development Agreement to be recorded, at the Developer's expense, with the Clerk of the Circuit Court of each county in which the development is located. This notice shall meet the requirements of subsection 380.06(15)(f), Florida Statutes. The recording of the notice shall not constitute a line, cloud or encumbrance on the Property, or actual or constructive notice of any such lien,

cloud or encumbrance.

IX. EFFECTIVE DATE

Said motion having been duly carried, thereupon, Mayor-Commissioner Olga Gonzalez declared said Resolution duly passed and adopted the ____ day of _____ 20____.

Mayor-Commissioner

ATTEST:

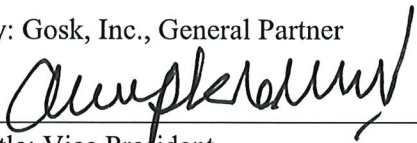
Approved as to Form and Legality

Linda Hansell
City Clerk

Olga Sanchez de Fuentes
City Attorney

KISSIMMEE INVESTORS, LIMITED

By: Gosk, Inc., General Partner



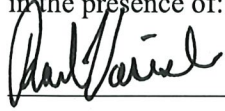
Title: Vice President

Name: Anup Vasishth

ACKNOWLEDGEMENT AND CONSENT OF SITE DEVELOPER

The undersigned Site Developer agrees to and accepts all terms and conditions of the PUD as they apply to the extension of the build-out date.

Signed, sealed and delivered
in the presence of:



Rahul Vasisht

Print Name



Karik Pattabiraman

Print Name

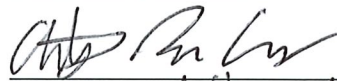
STATE OF Washington
COUNTY OF King

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of August, 2022, by Anup Vasisht, as Vice President of Gosk, Inc., General Partner of Kissimmee, Investors, Ltd., a Florida limited partnership, on behalf of the partnership.

NOTARY STAMP/SEAL



NOTARY PUBLIC



Print Name: Anthony Van Crey

My Commission Expires: 03-20-2026

EXHIBIT "A"

LEGAL DESCRIPTION:

A part of Section 16, Township 25, Range 29 East, Osceola County, Florida being more particularly described as follows:

Commencing at the NE corner of the SE1/4 of said Section 16; thence run S 00°38'26" W along the East line of said SE1/4 1280.05 feet; thence run N 89°24'25" W 75.00 feet to a point on the North right-of-way of Columbia Avenue and the Point of Beginning; thence continue along said right-of-way N 89°24'25" W 1250.51 feet; thence run N 00°23'17" E 624.55 feet; thence run N 89°23'04" W 404.03 feet; thence run N 00°08'08" E; thence run N 89°23'04" W 792.00 feet to the East right-of-way line of Bermuda Avenue; thence run along said right-of-way N 00°08'07" E 380.03 feet; thence continue along said right-of-way N 00°08'35" E 2177.01 feet; thence run S 89°31'18" E 596.93 feet; thence run S 00°17'34" W 869.06 feet; thence run S 89°28'18" E 356.65 feet; thence run N 00°31'42" E 75.00 feet; thence run N 89°28'18" W 18.28 feet; thence run N 00°20'47" E 303.00 feet; thence run S 89°28'18" E 539.05 feet; thence run S 44°28'42" E 1063.88 feet to the West right-of-way line of Central Avenue thence southerly along said right-of-way line being a non-tangent curve to the right, having a radius of 1945.36 feet a central angle of 08°16'51" an arc distance of 281.16 feet; thence run S 09°39'11" E 288.87 feet to the P.C. of a curve; thence run southerly along said curve having a radius of 187506 feet a central angle of 09°59'56" an arc distance of 327.22 feet; thence run S 00°20'45" W 49.41 feet; thence run S 00°38'24" W 49.41 feet to the P.C. of a curve to the right; thence run southerly along said curve having a radius of 853.51 feet, a central angle of 30°00'00" an arc distance of 446.90 feet to a Point of Compound Curve; thence run southerly along a curve to the right having a radius of 750.77 feet, a central angle of 29°59'40" an arc distance of 393.03 feet; thence run S 01°01'08" W 44.98 feet; thence run S 44°46'07" W 35.37 feet to the Point of Beginning. Containing 128.10 acres, more or less.

1



NOTE THIS IS NOT A SLIP

EXHIBIT "B"

EXHIBIT B

FOUNTAINHEAD MASTER PLAN

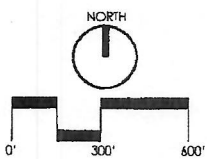
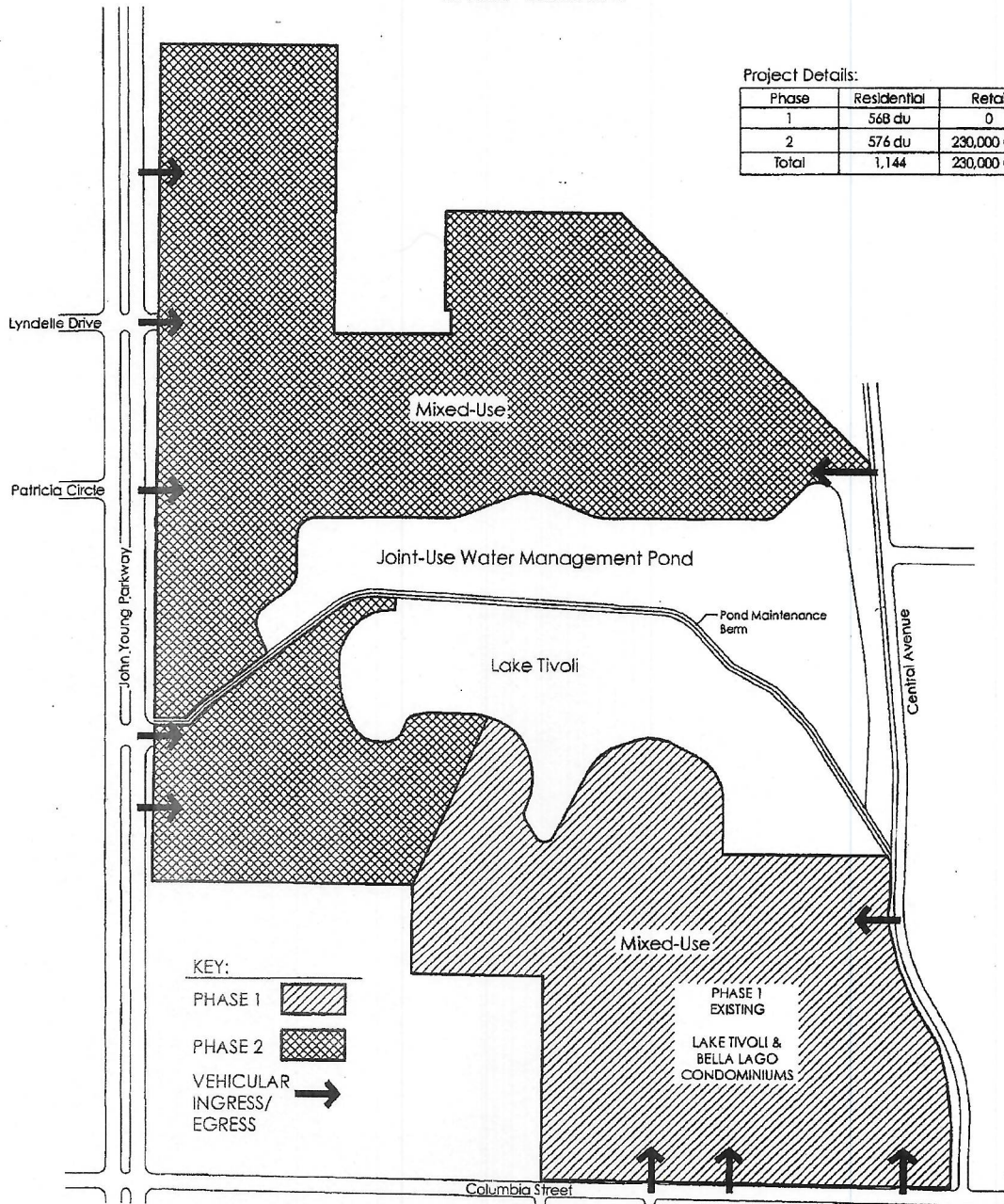
Section 16, Township 25, Range 29 East

Kissimmee, Florida

Revised - March 2015

Project Details:

Phase	Residential	Retail	Office
1	568 du	0	8,400 GSF
2	576 du	230,000 GSF	111,600 GSF
Total	1,144	230,000 GSF	120,000 GSF



 Littlejohn

EXHIBIT "C"



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • FDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

April 7, 2000

Kissimmee Investors Limited
Lake Tivoli Apartments
851 Lake Tivoli Boulevard
Kissimmee, FL 34741

Habitat Restoration, Inc.
393 Whooping Loop, Suite #1405
Altamonte Springs, FL 32701

Subject: Application No. 981224-5, Fountainhead Joint-Use Stormwater Management Facility,
Osceola County, S14/T25S/R29E

Enclosed is a copy of this District's staff report covering the permit application referenced therein. It is requested that you read this staff report thoroughly and understand its contents. The recommendations as stated in the staff report will be presented to our Governing Board for consideration on April 13, 2000.

Should you wish to object to the staff recommendations or file a petition, please provide written objections, petitions and/or waivers (refer to the attached "Notice of Rights") to:

Vern Kaiser, Deputy Clerk
South Florida Water Management District
Post Office Box 24680
West Palm Beach, Florida 33416-4680

The "Notice of Rights" addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. You are advised, however, to be prepared to defend your position regarding the permit application when it is considered by the Governing Board for final agency action, even if you agree with the staff recommendations, as the Governing Board may take final agency action which differs materially from the proposed agency action.

Please contact the District if you have any questions concerning this matter. If we do not hear from you prior to the date on the "Notice of Rights", we will assume you concur with our recommendations.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the addressee this 7th day of April 2000, in accordance with Section 120.60 (3) Florida Statutes.

Sincerely,

Terrie Bates, Director
Environmental Resource Regulation Department

TB/jb

CERTIFIED 7099 3400 0003 3473 6996, 7099 3400 0003 3473 7023
RETURN RECEIPT REQUESTED

GOVERNING BOARD

Michael Collins, Chairman
Michael D. Minton, Vice Chairman
Mitchell W. Berger

Vera M. Carter
Gerardo B. Fernandez
Patrick J. Cleason

Nicolas J. Gutierrez, Jr.
Harkley R. Thornton
Trudi K. Williams

EXECUTIVE OFFICE

Frank R. Finch, P.E., Executive Director
James E. Blount, Chief of Staff

SCANNED

SAVE OUR RIVERS:

The project is not within or adjacent to lands under consideration by the Save Our Rivers program.

SWIM BASIN:

The project is not within nor does it discharge directly to a designated SWIM basin.

RIGHT-OF-WAY PERMIT STATUS:

A Right-of-Way Permit is not required for this project.

ENFORCEMENT ACTIVITY:

There has been no enforcement activity associated with this application.

THIRD PARTY INTEREST:

No third party has contacted the District with concerns about this application.

WELL FIELD ZONE OF INFLUENCE:

The project is not located within the zone of influence of a wellfield.

STAFF REPORT DISTRIBUTION LIST

FOUNTAINHEAD JOINT-USE STORMWATER MANAGEMENT FACILITY

APPLICATION NUMBER: 981224-5

PERMIT MODIFICATION NUMBER: 49-01036-P

INTERNAL DISTRIBUTION

Reviewer:

X Mark S. Daron, P.E.

X Shannon Carter

X Edward W. Yaun, P.E.

X Marc S. Ady

X E. Edmundson - OSC

X J. Golden - REG

X A. Lee - ORL

X R. Robbins - NRM

X A. Waterhouse - REG

X P. Bell - LEG

X Environmental PPC Reviewer

X Environmental Resource Compliance

X Permit File

EXTERNAL DISTRIBUTION

X Owner:

KISSIMMEE INVESTORS LIMITED

X Applicant:

OSCEOLA COUNTY ENGINEER

X Applicant:

HABITAT RESTORATION INC

X Applicant's Consultant

HANSON WALTER & ASSOCIATES INC

X Engineer, County of:

OSCEOLA

Engineer, City of:

Local Drainage District:

COUNTY

X Osceola -Army Corps of Engineers

BUILDING AND ZONING

GOVERNING BOARD MEMBERS

Mr. Mitchell W. Berger

Ms. Vera Carter

Mr. Michael Collins

Mr. Gerardo B. Fernandez

Dr. Patrick J. Gleason

Mr. Nicolas Gutierrez

Mr. Michael Minton

Mr. Harkley R. Thornton

Ms. Trudi K. Williams

DEPT. OF ENVIRONMENTAL PROTECTION

OTHER

X Div of Recreation and Park - District 6

X Florida Audubon - Charles Lee

X Florida Fish & Wildlife Conservation Com

X Sierra Club - Central Florida Group

X US Army Corps of Engineers

EXHIBIT 10

→ SCANNED



FORM 10145
Rev. 08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 49-01036-P
DATE ISSUED: APRIL 13, 2000

PERMITTEE: KISSIMMEE INVESTORS LIMITED
(FOUNTAINHEAD JOINT-USE STORMWATER MGMT FACILITY)
LAKE TIVOLI APARTMENTS, 851 LAKE TIVOLI BOULEVARD
KISSIMMEE, FL 34741

HABITAT RESTORATION INC
(FOUNTAINHEAD JOINT-USE STORMWATER MGMT FACILITY)
393 WHOOPING LOOP, SUITE 1405
ALTAMONTE SPRINGS, FL 32701

PROJECT DESCRIPTION: ENVIRONMENTAL RESOURCE PERMIT FOR CONSTRUCTION AND OPERATION OF A JOINT-USE STORMWATER MANAGEMENT FACILITY, MASS GRADING OF THE FOUNTAINHEAD SITE, AND REPLACEMENT OF THE EXISTING CULVERTS UNDER CENTRAL AVENUE WITH DUAL 8'X8' BOX CULVERTS.

PROJECT LOCATION: OSCEOLA COUNTY, SECTION 14 TWP 25S RGE 29E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 981224-5, dated December 22, 1998. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.361, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 4 OF 7
SEE PAGES 5 - 7 OF 7

(22 SPECIAL CONDITIONS).
(19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH
FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

ON Original signed by:
Vern Kaiser
BY DEPUTY CLERK

Original signed by
TONY BURNS
By ASSISTANT SECRETARY

PAGE 1 OF 7

RECEIVED
MAY 1 2000
ORLANDO SERVICE CENTER

SPECIAL CONDITIONS

1. DISCHARGE FACILITIES:

1-12' WIDE BROAD CRESTED WEIR WITH CREST AT ELEV. 57' NGVD.
3-.5' DIA. CIRCULAR ORIFICES WITH INVERT AT ELEV. 56' NGVD.

RECEIVING BODY : LAKE TOHOPEKALIGIA VIA ECD

CONTROL ELEV : 56 FEET NGVD.

2. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
3. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
4. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
5. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
6. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
7. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF FUTURE PHASES, PAVING, GRADING, AND DRAINAGE PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR PERMIT MODIFICATIONS.
8. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
9. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
10. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
11. (1) A WETLAND MITIGATION PROGRAM FOR OFFSITE MITIGATION HRI SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 7. THE PERMITTEE SHALL RESTORE/CREATE 2.33 ACRES OF FORESTED WETLANDS, ENHANCE .12 ACRE OF FORESTED WETLANDS AND 3.13 ACRES OF HERBACEOUS/SHRUB WETLANDS AND PRESERVE 4.15 ACRES OF UPLAND COMPENSATION AREA(S).
12. A WETLAND MONITORING PROGRAM AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 7. THE MONITORING PROGRAM SHALL EXTEND FOR A PERIOD OF 5 YEARS WITH ANNUAL REPORTS SUBMITTED TO SFWMD STAFF. AT THE END OF THE FIRST MONITORING PERIOD THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED

VEGETATION. THE 80% SURVIVAL RATE SHALL BE MAINTAINED THROUGHOUT THE REMAINDER OF THE MONITORING PROGRAM. AT THE END OF THE 5 YEARS MONITORING PROGRAM THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED VEGETATION AND AN 80% COVERAGE OF DESIRABLE OBLIGATE AND FACULTATIVE WETLAND SPECIES.

13. A BASELINE WETLAND MONITORING REPORT SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 7.
14. A TIME ZERO WETLAND MONITORING REPORT SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 7 FOR ALL CREATED WETLANDS AND SHALL INCLUDE A SURVEY OF THE AREAL EXTENT AND CROSS SECTIONAL ELEVATIONS OF THE CREATED WETLAND AREAS, PANORAMIC PHOTOGRAPHS, AND A DESCRIPTION OF PLANTED SPECIES SIZES AND DENSITIES OR MULCHING METHODOLOGY.
15. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
APRIL 30, 2000	COMMENCEMENT OF SITE PREPARATION
MAY 11, 2000	RECORDATION OF CONSERVATION EASEMENT
JUNE 30, 2000	EARTHWORK COMPLETE
FEBRUARY 28, 2001	PLANTING COMPLETE
APRIL 30, 2001	TIME ZERO MONITORING REPORT/POST CONSTRUCTION
OCTOBER 31, 2001	FIRST MONITORING REPORT
OCTOBER 31, 2002	SECOND MONITORING REPORT
OCTOBER 31, 2003	THIRD MONITORING REPORT
OCTOBER 31, 2004	FOURTH MONITORING REPORT
OCTOBER 31, 2005	FIFTH MONITORING REPORT

16. PRIOR TO COMMENCEMENT OF CONSTRUCTION OF WETLAND MITIGATION, THE SFWMD SHALL BE NOTIFIED BY THE PERMITTEE OR AUTHORIZED AGENT (VIA THE SUPPLIED MITIGATION COMMENCEMENT NOTICE) OF THE ACTUAL OR ANTICIPATED MITIGATION CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE/DURATION.
17. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 7 FOR THE CREATED/RESTORED WETLAND AREAS AND UPLAND PRESERVATION AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
18. THE OFFSITE MITIGATION PROJECT SHALL BE DEEMED SUCCESSFUL WHEN EACH OF THE FOLLOWING SUCCESS CRITERIA HAVE BEEN MET:

UPLAND RESTORATION AND PRESERVATION (ALL UPLAND SUCCESS CRITERIA MUST BE MET FOR 5 CONSECUTIVE YEARS):

1. UPLANDS SHALL CONTAIN LESS THAN 10% TOTAL AREAL COVERAGE BY NUISANCE SPECIES, AND CONTAIN AT LEAST 80% COVERAGE OF NATIVE FLORA.
2. THE DOMINANCE OF BAHIA GRASS WITHIN THE WESTERN UPLAND AREA MUST DECLINE AND SHALL BE LESS THAN 10 PERCENT AREAL COVERAGE.
3. PROBLEMATIC NATIVE SPECIES SUCH AS BLACKBERRY, MUSCADINE GRAPE AND WAX MYRTLE

SHALL BE MAINTAINED BELOW 15% COVERAGE OF THE UPLAND MITIGATION AREAS.

WETLAND RESTORATION AND ENHANCEMENT:

1. THE WETLAND RESTORATION/ENHANCEMENT AREAS MEET THE CURRENT STATE (CHAPTER 62-302, FAC) WETLAND DEFINITION IN TERMS OF VEGETATIVE COMPOSITION AND HYDROLOGY.
 2. THE WETLAND ENHANCEMENT AREAS SHOW AN INCREASE IN HYDROLOGY, RESULTING IN EITHER A LENGTHENING OF HYDROPERIOD AND/OR INCREASE IN ORDINARY WATER LEVELS.
 3. DESIRABLE NATIVE WETLAND GROUND COVER AND SHRUBS (E.G. FERNS, RUSHES, VIRGINIA WILLOW, MAIDENCANE, PICKERELWEED, ETC.) WITHIN THE WETLAND ENHANCEMENT AND RESTORATION AREAS SHALL INCREASE TO AT LEAST 30% AERIAL COVERAGE.
 4. UPLAND AND TRANSITIONAL PLANTS SUCH AS BLACKBERRY, WAX MYRTLE, BAHIA GRASS, ETC., SHALL COMPRISE LESS THAN 5 PERCENT AREAL COVERAGE IN THE WETLAND ENHANCEMENT AREAS FOR FIVE CONSECUTIVE YEARS.
 5. PLANTED TREES SHALL HAVE AT LEAST 80% SURVIVAL FOR FIVE CONSECUTIVE YEARS, AND SHOW YEARLY INCREASES IN HEIGHT AND DBH (WHEN THE SIZE IS ATTAINED) DURING THIS PERIOD.
19. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED AND/OR SUITABLE HABITAT FOR THESE SPECIES OCCURS WITHIN THE OFFSITE MITIGATION AREA. IT SHALL BE THE PERMITTEES' RESPONSIBILITY TO COORDINATE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND/OR THE U.S. FISH AND WILDLIFE SERVICE FOR THE APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
 20. NO LATER THAN MAY 11, 2000, THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT OVER THE REAL PROPERTY DESIGNATED AS PROPOSED CONSERVATION EASEMENT ON ATTACHED EXHIBIT 8. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 8. - ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.
 21. A WETLAND MITIGATION PROGRAM FOR THE FOUNTAINHEAD OFFSITE MITIGATION AREA SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT 7. THE PERMITTEE SHALL RESTORE/ENHANCE 2.45 ACRES OF FORESTED WETLANDS, 3.13 ACRES OF HERBACEOUS WETLANDS, ACRES OF UPLAND RANGELAND ENHANCEMENT AND 2.66 ACRES OF UPLAND RANGELAND PRESERVATION.
 22. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF OSCEOLA COUNTY (EXCLUDING THE OFFSITE MITIGATION AREA). AS CO-APPLICANT, HABITAT RESTORATION, INC. RESPONSIBILITY FOR OPERATION AND MAINTENANCE IS LIMITED TO THE OFFSITE MITIGATION AND RELATED ACTIVITIES.

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO. 0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST

FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed; then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

ITEM 7.C

Authorization To Submit Application For The Fiscal Year 2021 Justice Assistance Grant – Countywide (Jag-C) Program Made Available By The U.S. Department Of Justice (USDOJ)

Request

Approval to submit an application for the fiscal year 2021 Justice Assistance Grant – Countywide (JAG-C) Program

Explanation

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant – Countywide (JAG-C) allocation for the fiscal year 2021. The total amount of JAG funding made available to Osceola County is \$97,884. The purpose of the funding is to address law enforcement programs, prosecution and court programs, crime prevention, drug treatment/enforcement, victim/witness programs, and mental health-related programs.

Due to the timing of the grant application period, the Police Department submitted the application by the August 19, 2022 deadline. If the Commission decides not to pursue this opportunity, the Police Department's application will be withdrawn.

Recommendation

Staff recommends approval for the Police Department to apply for the Justice Assistance Grant – Countywide (JAG-C) allocation for fiscal year 2021.

REQUESTED CITY COMMISSION ACTION:

Approve

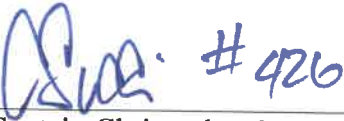
Department: Police

Presenter:

Attachment(s):

1. Kissimmee PD JAG Grant 1st Application 081822

Kissimmee Police Department
Patrol Division – Supervisory Endorsement

 #426

Captain Christopher Succi
Patrol Division

☐ APPROVED

☒ RECOMMENDED

☐ NOT APPROVED

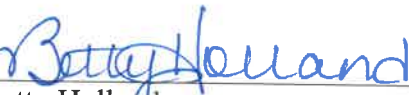
☐ NOT RECOMMENDED

Comments:

Countywide Grant Application
& Agend item

Date:

8/17/22



Betty Holland
Deputy Chief of Operations

☐ APPROVED

☒ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

Comments:

Date:

8/17/22



Curtis McGehee
Assistant City Attorney

☐ APPROVED

☒ RECOMMENDED

☐ NOT APPROVED

☐ NOT RECOMMENDED

Comments:

Date:

8/17/22

☒ APPROVED

☐ RECOMMENDED

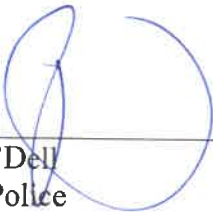
☐ NOT APPROVED

☐ NOT RECOMMENDED

Comments:

Date:

8-18-2022


Jeffrey O'Dell
Chief of Police



Osceola County Board of County Commissioners

Edward Byrne Memorial Justice Assistance Grant - Countywide (JAGC) Program Instructions and Application for Funding Fiscal Year 2021

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant (JAG) allocation for fiscal year 2021. The total amount of JAG funding made available to Osceola County is \$97,884.00 and is made available by the U.S. Department of Justice (USDOJ). This grant funding is intended to assist state, local, and tribal efforts to prevent or reduce crime and violence.

Program Strategy and Purposes

JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

1. Law enforcement programs
2. Prosecution and court programs
3. Prevention and education programs
4. Corrections and community corrections programs
5. Drug treatment and enforcement programs
6. Planning, evaluation, and technology improvement programs
7. Crime victim and witness programs (other than compensation) and
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Application Deadline

Agencies that wish to apply for these funds are required to submit the completed application and supporting documents by the **application deadline of 4:00 p.m. on Friday, August 19, 2022**, to Osceola County Housing and Community Services, 1392 E. Vine Street, Kissimmee, Florida 34744. Questions regarding this funding opportunity must be submitted in writing and emailed to grants2@osceola.org.

Application Submission Requirements

- 1) One original signed grant application and one copy of the Power Point presentation
Deliver to: Attn: Dexter Westbrooks II/Grants Compliance Analyst
Osceola County Human Services
1392 E. Vine Street
Kissimmee, Florida 34744
- 2) An electronic version of your application and Power Point presentation should be e-mailed to: grants2@osceola.org.

- 3) Presentation to the Substance Abuse Policy Advisory Board (SAPAB) on:
Tuesday, August 23, 2022.

In order for an application to be considered complete, it must contain the following sections and attachments:

- Section I:** Cover Sheet - Signed by an authorized Executive Officer for the agency
Section II: General Project Information - including: Project Title; Problem Identification; Project Summary/ Scope of Work; and Timeline
Section III: Budget Narrative, Project Budget, and Budget Section Questions
Attachment I Project Presentation - PowerPoint format attached

***Please note that a separate application and presentation are required for each project being proposed.**

Project Presentation

Presentation must adhere to the attached format. Presentations will be limited to seven (7) minutes, not including time required to respond to questions from the Substance Abuse Policy Advisory Board members.

Project Presentation to SAPAB Members

SAPAB will review project grant funding proposals and presentations on Tuesday, August 23, 2022, at Osceola County Housing and Community Services, located at 1392 E. Vine Street, Kissimmee, Florida 34744.

SAPAB Project Recommendation(s)

In the event the SAPAB recommendation for funding differs from the submitted application, the applying agency is responsible for submitting a revised application within the requested time frame to ensure a timely submission to FDLE. A hard copy of the revised application including the adjustment to the project budget must be resubmitted no later than Friday, August 26, 2022, and emailed to the Grants Analyst at grants2@osceola.org.

Match Requirements

JAG does not have a match requirement.

Grant Term

JAG awards are typically for a period not to exceed twelve months, beginning on October 1st and ending on September 30th. Projects approved for funding must be implemented and funds expended within this time frame, extensions beyond September 30, 2023, expiration date will not be considered at time of application.

Prohibited Uses

JAG funds cannot be used directly or indirectly for security enhancements or equipment to non-governmental entities not engaged in Criminal Justice or Public Safety. JAG funds may not be used to supplant state or local funds; this includes overtime pay, uniforms, clothing allowances, etc. for a given activity. Items listed below are strictly prohibited and cannot be approved for JAG programs under any circumstances as per Executive Order 13688 on Federal Support for Local Law Equipment Acquisition:

- 1) Tracked armored vehicles
- 2) Weaponized aircraft, vessels and vehicles of any kind
- 3) Firearms and/or ammunition with a caliber of .50 or higher
- 4) Grenade launchers

- 5) Bayonets
- 6) Camouflage Uniforms (digital pattern) – woodland and desert patterns are allowable based on operational needs. Camouflage may not be worn in urban or populous areas.

Under extraordinary and exigent circumstances, the USDOJ, Bureau of Justice Assistance (BJA) may allow the following items to be procured with JAG funds so long as prior approval is obtained from BJA:

- 1) Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicle (UAV)- to utilize JAG funds for UAS, UA, and/or UAV purchases award recipients must adhere to the UAS Guidance found here: <https://www.bja.gov/Publications/BJA-UAS-Guidance.pdf>
- 2) Armored Vehicles (wheeled)
- 3) Command and/or Control Vehicles (bus, recreational vehicle, etc.)*
- 4) *Boats
- 5) *Tactical and/or passenger SUVs, vans, trucks, and sedans (excluding SUVs and sedans that are used for police patrol)
- 6) Manned aircraft, fixed and/or rotary wing
- 7) Specialized firearms and ammunition under .50 caliber (excludes firearms/ammunition for routine duties)
- 8) Breaching Apparatus (battering ram or similar entry device)
- 9) Riot helmets, shields and/or batons (excluding service-issued telescopic or fixed length straight batons)
- 10) Explosives and pyrotechnics
- 11) Luxury items and real estate
- 12) Construction Projects (other than penal/correctional institutions)
- 13) *Segway, ATV, and golf cart (non-police patrol)

*Controlled Expenditure request is required if the vehicle is not being used in the ordinary course by police forces in the United States for patrol activities. Additionally, Segway's, ATVs and golf carts never require a controlled expenditure request in states which do not require licensing and registration for those vehicle types.

If an agency wishes to use JAG funds for a controlled item and/or project at the time of application, the agency must submit a letter with their application. The letter must be in their agency's letterhead, from the chief official, should be addressed to the FDLE OCJG Bureau Chief and address or include an enclosure with all elements outlined in the JAG controlled expenditures justification template. For a list of controlled expenditures and the 11 elements that must be addressed in the letter, please visit: <https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>.

Osceola Board of County Commissioners
Edward Byrne Memorial Justice Assistance Grant - Countywide (JAGC)
Fiscal Year 2021

Section I- Cover Sheet

Implementing Agency: City of Kissimmee Police Department

Project Title: Emergency Response Team - Bicycle Unit

Project Manager/Contact: Captain Christopher Succi

Address: 8 N. Stewart Avenue

City, State, Zip Code: Kissimmee, FL 34741

E-mail Address: christopher.succi@kissimmee.gov

Telephone: 407 847 0176 ext. 3232 Fax: _____

Chief Executive Officer: Chief Jeffrey O'Dell

Name/Title _____

Address: 8 N. Stewart Avenue

City, State, Zip Code: Kissimmee, FL 34741

E-mail Address: jeffrey.odell@kissimmee.gov

Telephone: 407 847 0176 Fax: _____

Total Funding Request: \$ 26,219.04

Proposed

Implementation Plan

Start date: October 1, 2022

End Date: September 30, 2023

Chief Executive Officer:  Date: 8-18-2022

Print Name: Jeffrey O'Dell

Title: Chief of Police

Section II- General Project Information

Identify the purpose area that applies to this project: (Select only ONE)

☒ Law enforcement programs	☐ Prosecution and court programs
☐ Prevention and education programs	☐ Corrections/ community corrections
☐ Drug treatment and enforcement programs	☐ Planning, evaluation, and technology improvement
☐ Crime victim and witness programs* <i>other than compensation</i>	

Problem Identification (7,000-character limit)

The Problem Identification is a brief description of the problem to be addressed with subgrant funds. Be sure to address the following items:

1. Problem Description - What is the problem to which your project is responding? Define the problem as it relates to the program area for which you are seeking funding.

The Kissimmee Police Department is seeking an alternative method to addressing situations of civil unrest, planned protests and spontaneous gatherings of large crowds within the city limits.

2. Problem Significance - Why is this problem significant to the subgrantee? Identify who is affected by the problem including the specific types of individuals who contribute to and/or who are negatively affected by the problem.

Since 2020, law enforcement agencies throughout the country have seen a significant increase in planned and unplanned protests in major metropolitan areas, including the Central Florida Region. Citizens from all races, ethnicities, and socio-economic areas of our country have planned organized and spontaneous protests to voice their opinions on major political and social issues. Our goal is to maintain safe and peaceful environments for our residents in the Central Florida area during these situations.

3. Needs Assessment - Identify the current scope of the problem. Support your problem statement(s) with factual information. Use both quantitative and descriptive data that relates to your specific geographic area(s) and problem. If this is a continuation of a pre-existing subgrant, please provide a brief summary of project accomplishments.

A major issue with planned and unplanned gatherings and protests is the ability to navigate police resources with the movement and fluidity of large groups. In many of these situations, police vehicles become a target of aggression and can often become a distraction. The City of Kissimmee's current population is just over eighty thousand residents, and the Kissimmee Police Department is comprised of 158 sworn officers. The Kissimmee Police Department has mutual aid agreements with all law enforcement agencies within Osceola County as well as the Orlando Police Department and the University of Central Florida. The Kissimmee Police Department has observed our partner agencies have great success with managing large groups by deploying Emergency Response Team (ERT) officers on bicycles to better communicate and manage large crowds as situations evolve. We have been called to assist with planned and unplanned protests in the City of Orlando. The Kissimmee Police Department

3. Needs Assessment - Identify the current scope of the problem. Support your problem statement(s) with factual information. Use both quantitative and descriptive data that relates to your specific geographic area(s) and problem. If this is a continuation of a pre-existing subgrant, please provide a brief summary of project accomplishments.

A major issue with planned and unplanned gatherings and protests is the ability to navigate police resources with the movement and fluidity of large groups. In many of these situations, police vehicles become a target of aggression and can often become a distraction. The City of Kissimmee's current population is just over eighty thousand residents, and the Kissimmee Police Department is comprised of 158 sworn officers. The Kissimmee Police Department has mutual aid agreements with all law enforcement agencies within Osceola County as well as the Orlando Police Department and the University of Central Florida. The Kissimmee Police Department has observed our partner agencies have great success with managing large groups by deploying Emergency Response Team (ERT) officers on bicycles to better communicate and manage large crowds as situations evolve. We have been called to assist with planned and unplanned protests in the City of Orlando. The Kissimmee Police Department has an aging fleet of bicycles dating back to the 2008 Presidential elections.

Project Summary/Scope of Work (7,000-character limit)

The Project Summary is a brief description of how the proposed project will focus on the problem. Be sure to address any of the following items that are relevant to your project:

- What will your project accomplish?
- Who will receive services? (Participants must be involved with the criminal justice system.)
- Who will provide services?
- What other agencies will participate? For a multi-jurisdictional task force, provide a copy of the task force agreement. The agreement must address how assets will be divided if the task force is disbanded.
- If your project includes significant equipment purchases, describe the equipment to be purchased and how it will be used in project operations.
- State what documentation will be provided to document variables.
- Do NOT use brand or model names and do NOT include quantities or dollar amounts.
- Give a general description of costs to be covered by grant funds.

Located in the Central Florida Region, the Kissimmee Police Department's Emergency Response Team (ERT) has been utilized for our own local protests and has received requests from other agencies to assist with civil unrest occurring in their jurisdictions. Our response team is currently comprised of 18 members. Kissimmee ERT Officers have assisted the Orlando Police Department with Presidential visits to their city and have trained with our Central Florida law enforcement partners at the annual regional field force training exercise; usually held in November of each year.

Over the last few years most ERT's in our region have transitioned to deploying ERT members on bicycles rather than on foot. In 2020 our region experienced several mobile protests, involving large crowds gathering on roadways and creating hazardous conditions. Kissimmee ERT officers did respond to assist with protests, but were kept in stationary positions because we did not have a trained ERT bicycle team. The City of Kissimmee experienced a significant protest in our downtown area with a crowd that grew to well over 2,000 people. We were able to utilize KPD resources in vehicles and Osceola County ERT bicycle team members to assist with managing movements of the crowd. There was great benefit in having mobile bicycle officers who were able to tactfully follow the crowd as they moved through the streets.

This project would involve the purchase of 12 bicycles specifically designed for our Emergency Response Team (ERT). The bicycles are made from lightweight material which allow officers to transport, carry and deploy without over-exerting themselves while out in the field. The bicycle's frame ranges in size from 15.5 inches to 22 inches which would support any member of our team. The frame has a hard tail with 29-inch wheels which would allow officers to navigate over sidewalks and large objects in the roadway.

The bicycle frame is equipped with a lighting system and has a lifetime warranty. Supplying the team with this equipment will make responding to static and fluid protests more efficient and be in-line with what other agencies in the Central Florida area are using to address this type of issue. Officers would receive a 40-hour field force bicycle course prior to the issuance of a bicycle. The cost for the training course will be paid for by the Kissimmee Police Department.

Mobile ERT field force units on bicycles are specifically being taught updated field force movements allowing for safe and less aggressive means of controlling crowd movements while on bicycles. The bicycles are also used as temporary barriers when officers are

Project Summary/Scope of Work (7,000-character limit)

The Project Summary is a brief description of how the proposed project will focus on the problem. Be sure to address any of the following items that are relevant to your project:

- • What will your project accomplish?
- • Who will receive services? (Participants must be involved with the criminal justice system.)
- • Who will provide services?
- • What other agencies will participate? For a multi-jurisdictional task force, provide a copy of the task force agreement. The agreement must address how assets will be divided if the task force is disbanded.
- • If your project includes significant equipment purchases, describe the equipment to be purchased and how it will be used in project operations.
- • State what documentation will be provided to document variables.
- • Do NOT use brand or model names and do NOT include quantities or dollar amounts.
- • Give a general description of costs to be covered by grant funds.

Located in the Central Florida Region, the Kissimmee Police Department's Emergency Response Team (ERT) has been utilized for our own local protests and has received requests from other agencies to assist with civil unrest occurring in their jurisdictions. Our response team is currently comprised of 18 members. Kissimmee ERT Officers have assisted the Orlando Police Department with Presidential visits to their city and have trained with our Central Florida law enforcement partners at the annual regional field force training exercise; usually held in November of each year.

Over the last few years most ERT's in our region have transitioned to deploying ERT members on bicycles rather than on foot. In 2020 our region experienced several mobile protests, involving large crowds gathering on roadways and creating hazardous conditions. Kissimmee ERT officers did respond to assist with protests, but were kept in stationary positions because we did not have a trained ERT bicycle team. The City of Kissimmee experienced a significant protest in our downtown area with a crowd that grew to well over 2,000 people. We were able to utilize KPD resources in vehicles and Osceola County ERT bicycle team members to assist with managing movements of the crowd. There was great benefit in having mobile bicycle officers who were able to tactfully follow the crowd as they moved through the streets.

This project would involve the purchase of 12 bicycles specifically designed for our Emergency Response Team (ERT). The bicycles are made from lightweight material which allow officers to transport, carry and deploy without over-exerting themselves while out in the field. The bicycle's frame ranges in size from 15.5 inches to 22 inches which would support any member of our team. The frame has a hard tail with 29-inch wheels which would allow officers to navigate over sidewalks and large objects in the roadway.

The bicycle frame is equipped with a lighting system and has a lifetime warranty. Supplying the team with this equipment will make responding to static and fluid protests more efficient and be in-line with what other agencies in the Central Florida area are using to address this type of issue. Officers would

receive a 40-hour field force bicycle course prior to the issuance of a bicycle. The cost for the training course will be paid for by the Kissimmee Police Department.

Mobile ERT field force units on bicycles are specifically being taught updated field force movements allowing for safe and less aggressive means of controlling crowd movements while on bicycles. The bicycles are also used as temporary barriers when officers are positioned on a line. As large groups navigate their way through streets and even highways, ERT bicycle members can communicate and give clear orders without having to use vehicles. The bicycles have a less aggressive appearance than a four-officer vehicle deployment with officers dressed in riot gear. The City of Kissimmee and the Central Florida Region are preparing for upcoming 2024 presidential elections and the potential for political and social unrest as we have seen in the past two years. Purchasing the bicycles now would provide sufficient time for Kissimmee ERT members to train for these upcoming events and assist our Central Florida Law Enforcement partners when needed.

Performance Measures and Goals (500-character limit)

Projects funded by the JAG program are required to report progress on meeting accomplishments according to performance measures set by the U.S. Department of Justice. Agencies will be required to report on meeting outcomes and goals on a quarterly basis, and the specific details of the report will vary according to the program being funded. The USDOJ has revised the performance measures for projects that will begin after October 1, 2019, and agencies selected for funding will receive additional training in those requirements after acceptance of the application by FDLE. For the purpose of this application, please provide answers to the following:

Please briefly describe what your program's accomplishments will be. Also, include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions.

A primary goal of our project is to better equip and prepare our Emergency Response Team Officers for situations of civil unrest and planned/unplanned gatherings of large crowds. Over the last several years, law enforcement has adapted to changes in policing that have been demanded by our citizens. Transparency, training, and community involvement have been priorities for all law enforcement agencies. Additional goals include our training abilities and available assistance to our law enforcement partners in Central Florida.

In the past, Emergency Response Teams have been primarily staffed by officers dressed in full riot gear to include batons and shields. Our experience with these situations has taught us that preplanned communication and a less aggressive approach from law enforcement has led to an increase in peaceful protests and gatherings.

Section III- Budget Narrative

Budget Narrative

Provide a descriptive narrative of the specific project expenses related to your application. Enter the specific type of items to be purchased and the associated costs. Provide sufficient detail to demonstrate a relationship to the scope outlined in "Section 2- General Project Information". Identify any equipment or supplies to be purchased by a general name description; do not use brand or model numbers in your narrative.

The Budget Narrative should include budget category; description of items or services purchased for each budget category; unit cost per item; total costs; source and availability of leverage funds.

The Budget Narrative must reflect all costs associated with the project, including grant funded and leverage funds and the total project cost must be provided. If the total project cost will exceed the available grant funding, include a statement that all costs in excess of the approved grant budget will be the responsibility by the agency.

The Kissimmee Police Department intends to purchase 12 bicycles specifically designed for law enforcement emergency response team use. This type of bicycle is used by several law enforcement agencies in the Central Florida Region. The cost of the bicycle and associated equipment are outlined below:

Operating Capital Outlay Category (OCO)

1) ERT Bicycle - \$1,689.99 per unit (x12 = \$20,279.88)

Bicycles range in size to fit the rider 15.5 inch to 22-inch frames. Each bicycle is equipment with a hard-tail frame, 29-inch wheels, braking system, sealed bearing hubs, kickstand and grips for handle bars. All bicycle frames have a lifetime warranty. There are no additional warranty agreements needed with the purchase. The Kissimmee Police Department will be responsible for all maintenance costs.

Expenses Category

1) Trunk bag (used to carry equipment) - \$124.95 (x12 = \$1,499.40)

2) Trunk Rack (Used to secure trunk bag to the rear of the bike) - \$59.99 (x12 = \$719.88)

3) Lighting system (Front & Rear Lights) - \$169.99 (x12 = \$2,039.88)

3) Freight and Shipping costs - \$140 (x12 = \$1,680.00)

Total cost of project categories to include Operating Capital Outlay and Expenses Category is \$26,219.04. Shipping costs will be paid for with grant funds. The items listed in the expense category are needed to complete the project in full and allow the officers to have a bicycle that is ready for deployment upon arrival. Each bicycle is fully assembled prior to delivery.

Project Budget

Fill in the following table with totals by expense category:

Budget Category	Grant	Leverage	Total
Salaries and Benefits*			
Contractual Services			
Expenses*	\$ 5,939.16		\$ 5,939.16
Operating Capital Outlay*	20,279.88		20,279.88
Indirect Costs**			
Totals	\$ 26,219.04		\$ 26,219.04

*Not applicable for non-profit organizations

**Indirect costs are not assignable to a particular project and are only an allowable expense if applicant has a current indirect cost plan approved by the U.S. Department of Justice.

Budget Section Questions: Provide responses to the following questions:

1. Will this project earn project generated income (PGI)? Yes ☐ No ☒
2. If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
There are no salaries or benefits associated with this project.
3. If benefits are to be included, are they reflected in the budget narrative?
There are no benefits associated with this project.
4. If indirect cost is included in the budget, indicate the basis for the plan, and provide documentation of the appropriate approval of this plan.
There are no indirect costs associated with this project.
5. If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.
There are no services associated with this project.

ITEM 7.D**Acceptance of Helping Emergency Responders Obtain Support (HEROS) Program Award for FY2022****Request**

Commission review and approval to allow the Kissimmee Police Department to accept funding from the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH).

Explanation

The Florida Department of Health has announced the availability of grant funds to state and local units of government through the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH), FY2022 Local Solicitation. This program allows states and local governments to become equipped with Naloxone which is an opioid antagonist. The funding distribution is based on a percentage of trained staff, organization type and the number of overdoses per year. The City of Kissimmee requested and was awarded 200 units of Naloxone at a cost of \$7,500.

Each uniformed employee would carry Naloxone once trained and will respond to overdoses. The goal is for Kissimmee Police Department's employees to immediately administer the Naloxone once on scene.

Recommendation

Staff recommends approval for the Police Department to accept the awarded units of Naloxone from the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH) Program FY2021 at a cost of \$7,500.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police

Presenter:

Attachment(s):

1. HEROS Program Award Letter 08-05-22

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

August 5, 2022

Jeffrey O'Dell
Kissimmee Police Department
8 Stewart Avenue
Kissimmee, Florida 34741

Dear Jeffrey O'Dell:

The Department of Health is pleased to award emergency opioid antagonists to your agency through the Helping Emergency Responders Obtain Support (HEROS) Program. The purpose of this program is to reduce the number of drug/opioid overdose-related deaths and adverse events by providing emergency responders with the appropriate pharmaceutical resources to address this crisis.

Your agency has been approved to receive the following emergency opioid antagonist:

Quantity (Doses)	Type	
200	Intranasal	Dose: 4 MG/0.1 ML Package Size 1 package contains 2 doses
0	KLOXXADO	Dose: 8 mg/0.1mL Package Size 1 package contains 1 doses
0	Luerlock Pre-filled Syringe	Dose: 1 MG/1 ML Package Size 1 package contains 10 doses
0	MIN-I-JET	Dose: 1 MG/1 ML Package Size 1 package contains 10 doses
0	Vial	Dose: 0.4 MG/1 ML Package Size 1 package contains 25 doses

Your agency must meet the following requirements before receiving the award:

- Awardees must register for the Minnesota Multi-State Contracting Alliance for Pharmacy Agreement (MMCAP). MMCAP's primary function is to provide a full range of pharmaceuticals to its participating agencies. MMCAP participation is free of charge and applicants may register at https://www.floridahealth.gov/licensing-and-regulation/ems-system/_documents/mmcap-app.pdf
- Licensed EMS agency applicants must have the ability to report naloxone administrations through the Emergency Medical Services Tracking and Reporting System (EMSTARS) to document naloxone administrations. All other applicants must have the ability to report to the Washington/Baltimore High Intensity Drug Trafficking Overdose Detection Mapping Application Program (OD Maps) identified in Chapter 401.253(1), Florida Statutes. Applicants may register for OD Maps free of charge at <http://www.hidta.org/odmap/>. Applications may be approved for funding pending registration with OD Maps or software upgrades pending for EMSTARS.

Your agency's requirement status is listed below:

Status	Requirements
Yes	MMCAP
Yes	Reporting Requirement

Your agency is required to meet the MMCAP and the reporting requirements (either EMSTARS or OD Maps). If the Department's records reflect both requirements met, the Department will order the emergency opioid antagonist during the first business week of each month to the shipping address that was provided in your submitted application. The Department will not order the emergency opioid antagonist for your agency until the Department verifies that both requirements have been met.

Upon receiving the product, a designated person shall compare the shipping invoice with the products and quantities received. This person shall verify the shipment and certify the receipt. Any discrepancies (including shortages, overages, or incorrect product) between the listed quantity shipped and the actual quantity received must be noted with notification sent to herosprogram@flhealth.gov the same day. Copies of the invoices/packing slips should be scanned and emailed to herosprogram@flhealth.gov. ***This documentation must be signed by the party responsible for receiving, dated with the receiving date and the discrepancy noted.***

Thank you for your participation in this state HEROS Program. If you need assistance, please contact the Division of Emergency Preparedness and Community Support, HEROS Support Coordinator, at 850-558-9774 or herosprogram@flhealth.gov.

Sincerely,



Doug Woodlief
Division Director
Emergency Preparedness and Community Support

ITEM 7.E

Approval of Third Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance LLC.

Request

Approval of the Third Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance, LLC.

Explanation

The Third Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance, LLC Provides for landscape services for the SunRail parking garage property and Rose Hill Cemetery for the next fiscal year. Both parties wish to exercise the option in the agreement to renew the agreement for a one-year term effective October 1, 2022 and ending September 30, 2023. This will be the final term of the original contract.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150203-504646		Decrease		\$19,500
00150503-504646		Decrease		\$75,582

Financial Summary:

The City agrees to pay the contractor the total sum of \$500 for the Civic Center parking garage and \$1,900 for Rose Hill Cemetery per cycle with a maximum of 39 cycles over the term of this renewal.

Recommendation

Approval of the Third Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. Premier Lawn Amend 3

City of Kissimmee

**THIRD AMENDMENT TO AGREEMENT
BETWEEN CITY OF KISSIMMEE AND
PREMIER LAWN MAINTENANCE, LLC
FOR LANDSCAPE SERVICES
TO EXERCISE OPTION TO RENEW FOR ONE YEAR TERM**

THIS THIRD AMENDMENT is made this _____ day of _____, 2022 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “City”) and Premier Lawn Maintenance, LLC, 1026 Savage Court, Longwood, Florida 32750 (hereinafter referred to as “Contractor”), together referred to as the “Parties,” and each represents as follows:

WITNESSETH

WHEREAS, on September 24, 2018, City and Contractor entered into an agreement for landscape services for various City owned properties (hereinafter referred to as “Agreement”); and

WHEREAS, on December 2, 2019, the Parties made a First Amendment to the Agreement to correct a scrivener’s error regarding the term of the Agreement (hereinafter referred to as “First Amendment”); and

WHEREAS, the First Amendment to the Agreement (hereinafter referred to as “First Amendment”) allows the Parties upon mutual written agreement to renew the Agreement for one year, two times, for an additional twenty-four (24) months.

WHEREAS, the Second Amendment to the Agreement (hereinafter referred to as “Second Amendment”) extended the Agreement for one year from October 1, 2021 to September 30, 2022.

WHEREAS, the Parties wish to exercise the option to renew the Agreement for a second and final one year term.

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

1. Paragraphs five and six of the Agreement is hereby amended to read as follows:
5. **TERM.** The initial term of this Agreement shall be for a period of thirty-six (36) months between October 1, 2018 and September 30, 2021. Effective October 1, 2021, the Parties have exercised the first of two options to renew the Agreement for one year. The first renewal term of this Agreement shall be for a period of twelve (12) months between October 1, 2021 and September 30, 2022. Effective October 1, 2022, the Parties have exercised the second of two options to renew the Agreement for one year. The second and final renewal term of this Agreement shall be for a period of twelve (12) months between October 1, 2022 and September 30, 2023.

6. **PAYMENT.** The City agrees to pay Contractor the total sum of \$500 for Civic Center PG and \$1900 for RH Cemetery per cycle over the term of the Agreement based on the services rendered and invoiced. All invoices shall be submitted to the City contact with the Parks and Recreation Department. Payments shall be due within thirty days of receipt of the invoice. For the first renewal term of this Agreement, Contractor will provide landscape services for a maximum of 39 cycles pursuant to Exhibit B, Cycle Schedule FY 21-22. For the second renewal term of this Agreement, Contractor will provide landscape services for a maximum of 39 cycles pursuant to Exhibit C, Cycle Schedule FY 22-23. The City may cancel any of the scheduled cycles if the City determines that landscape services are not needed or not feasible due to the conditions of the property.

2. All other provisions of the original Agreement and the First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2022.

[Signatures on following page]

Contractor:

By: _____

ADDIEL Amador
Premier Lawn Maintenance

WITNESS AS TO CONTRACTOR:

By: Karla Colon

Cemetery Sexton

CITY OF KISSIMMEE

By: _____

Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT C
CYCLE SCHEDULE FY 22-23

**Premier Lawn Service
Cycle Count**

Cycle	Date	Notes	Cemetery
1	10/13/2022		
2	10/27/2022		
3	11/10/2022		
4	11/23/2022	wednesday due to Thanksgiving being on Thursday.	
5	12/8/2022		
6	12/22/2022		
7	1/5/2023		
8	1/19/2023		
9	2/2/2023		
10	2/16/2023		
11	3/2/2023		
12	3/16/2023		
13	3/30/2023		
14	4/6/2023		
15	4/13/2023		
16	4/20/2023		
17	4/27/2023		
18	5/4/2023		
19	5/11/2023		
20	5/18/2023		
21	5/25/2023		
22	6/1/2023		
23	6/8/2023		
24	6/15/2023		
25	6/22/2023		
26	6/29/2023		
27	7/6/2023		
28	7/13/2023		
29	7/20/2023		
30	7/27/2023		
31	8/3/2023		
32	8/10/2023		
33	8/17/2023		
34	8/24/2023		
35	8/31/2023		
36	9/7/2023		
37	9/14/2023		
38	9/21/2023		
39	9/28/2023		

Additional Cycles	Approved	Not Approved					

**Premier Lawn Service
Cycle Count**

Cycle	Date	Notes	Civic
1	10/11/2022		
2	10/25/2022		
3	11/8/2022		
4	11/22/2022		
5	12/6/2022		
6	12/20/2022		
7	1/3/2023		
8	1/17/2023		
9	1/31/2023		
10	2/14/2023		
11	2/28/2023		
12	3/14/2023		
13	3/28/2023		
14	4/4/2023		
15	4/11/2023		
16	4/18/2023		
17	4/25/2023		
18	5/2/2023		
19	5/9/2023		
20	5/16/2023		
21	5/23/2023		
22	5/30/2023		
23	6/6/2023		
24	6/13/2023		
25	6/20/2023		
26	6/27/2023		
27	7/4/2023	Monday due to Independence day being on Tuesday.	
28	7/11/2023		
29	7/18/2023		
30	7/25/2023		
31	8/1/2023		
32	8/8/2023		
33	8/15/2023		
34	8/22/2023		
35	8/29/2023		
36	9/5/2023		
37	9/12/2023		
38	9/19/2023		
39	9/26/2023		

Additional Cycles	Approved	Not Approved

ITEM 7.F

Resolution for Acceptance of a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Construction of Taxiway “E” Extension project at Kissimmee Gateway Airport

Request

Request City Commission approval to accept, by Resolution, a PTGA from FDOT for the construction of Taxiway “E” Extension project at Kissimmee Gateway Airport.

Explanation

The Florida Department of Transportation (FDOT) is offering a grant in the amount of \$468,920 (8%) for the construction of Taxiway “E” Extension project. This will assist in the funding for new pavement and airfield lighting to assist air traffic control safety procedures.

The City Commission approved to accept an FAA AIP grant of \$5,275,350 (90%) at their August 16, 2022, meeting. The airport’s 2% portion will come from airport reserves.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	TBD	Increase	468,920	468,920

Financial Summary:

Portions of this project are funded by the FAA (90%), FDOT (8%) and the Kissimmee Gateway Airport Reserves (2%). The total project amount is \$5,861,500.

FAA-AIP (Grant # 3-12-0038-042-2022) \$5,275,350

FDOT-PTGA (Grant #: 438441-2-94-01) \$468,920

Kissimmee Gateway Airport Reserves \$117,230

Recommendation

Staff recommends City Commission approval to accept, by Resolution, a PTGA from FDOT for the construction of Taxiway “E” Extension project at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Airport

Presenter:

City of Kissimmee

Attachment(s):

1. Resolution PTGA for Construction Taxiway E Extension
2. PTGA Taxi E Construction

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the Construction of Taxiway “E” Extension project.

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

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

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 438441-2-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of September 2022.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 07/22

Financial Project Number(s): (Item-segment-phase-sequence) 438441-2-94-01	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u> Agency SAM/UEI Number: _____	DDR	FLAIR Category: <u>088719</u> Object Code: <u>740100</u> Org. Code: <u>55052000531</u> Vendor Number: <u>VF596000348026</u>
Contract Number: _____			
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>N/A</u>			
CSFA Title: <u>N/A</u>			

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Taxiway "E" Extension at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

9. Project Cost:

- a. The estimated total cost of the Project is \$5,861,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$468,920 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

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

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

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

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

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

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

Federal Funded:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Taxiway "E" Extension will allow aircraft using the southeast T-Hangar facilities to access Runway 33 via Taxiways "B" and "A" without having to cross Runway 24 multiple times causing a safety concern. A similar situation is required for aircraft taking off on Runway 24 from the south area using Taxiway "A". Construction of Taxiway "E" extension will allow access to Runways 33 and 24 without crossing or back-taxiing down another runway.

This project will remove an existing building that is currently penetrating the Airport's FAR Part 77 airspace, the Runway 6-24 object free area, the object free zone, and the Building Restriction Line (BRL).

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project consists of the physical construction, construction management, and engineering of Taxiway "E" pavement, edge lighting, grading, markings, and relocation of navigational aids, as applicable. The Taxiway "E" pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project includes a medium intensity taxiway lighting system, upgrading the systems constant current regulator, vault work, cable and duct markers, ground rods, and other electrical items necessary to meet FAA standards.

This project includes the removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstructs the proposed alignment and construction of the Taxiway "E" improvements.

Taxiway (Construction/Extension): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project.

Obstructions (Buildings/Tanks) : As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, permitting, construction inspection costs, mobilization and demobilization, maintenance of traffic, demolition, mitigation, marking, and lighting (conduits, cables, and fixtures). It includes all materials, equipment, labor, and incidentals required to complete the project.

"The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans for Bidding identified as "Taxiway E Extension and Obstruction Removal" prepared by AVCON, Inc., dated March 2022, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

F. Transit Operating Grant Requirements (Transit Only):

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438441-2-94-01	DDR	088719	2023	740100	N/A	N/A	\$468,920.00
438441-2-94-01	FAA	088719	2023	740100	N/A	N/A	\$5,275,350.00
438441-2-94-01	LF	088719	2023	740100	N/A	N/A	\$117,230.00
Total Financial Assistance							\$5,861,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$468,920.00	\$117,230.00	\$5,275,350.00	\$5,861,500.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$468,920.00	\$117,230.00	\$5,275,350.00	\$5,861,500.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

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

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

Joseph A. Jerkins

Department Grant Manager Name

8/24/2022

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

Insert District PIO contact info:
800-780-7102

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

- b. Florida Administrative Code (FAC)**
 - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
 - c. Local Government Requirements**
 - Airport Zoning Ordinance
 - Local Comprehensive Plan
 - d. Department Requirements**
 - Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
 - FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
 - b. Local Government Requirements**
 - Local Building Codes
 - Local Zoning Codes
 - c. Department Requirements**
 - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
 - b. Florida Requirements**
 - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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

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

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 7.G

Approval of Updates to the Charitable Donations & Sponsorships Policy (Community Benefit Fund)

Request

Approval of updates to the Charitable Donations & Sponsorships Policy that clarifies eligibility and the use of funds from the Community Benefit Fund.

Explanation

The City Commission approved the Charitable Donation & Sponsorship Policy in 2019 to provide the community and staff with clear guidelines on how the annual funds should be allocated during each fiscal year to eligible applicants.

Since its enactment, staff has identified the need to add clarifying language to ensure the Parks & Recreation Advisory Board, which was delegated responsibility by the City Commission to manage the program, can better allocate funds and adhere to the initial intent of the program.

Proposed changes to the policy include:

- Adding that the award of funds may be up to \$2,500 instead of an "all or nothing" approach.
- Clarifying the award of funds to an individual must be contingent on them representing the City in an event or competition with a sanctioned or nationally recognized entity.
- Preventing the use of funds to support or directly operate programming.
- Preventing the award of funds to an organization that will pass it on to another organization.
- Restricting the use of funds awarded to educational organizations only to cover the cost of students' travel or other costs in which the students' participation would positively promote the City of Kissimmee.

Recommendation

Staff recommends approval of proposed changes to the Charitable Donation & Scholarship Policy.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Proposed CP 1605 - Charitable Donation & Sponsorship Policy



Title: Charitable Donation & Sponsorship Policy – Community Benefit Funds

Effective Date: February 19, 2019

Revised Date: **TBD**

Review Authority: Office of the City Manager

Policy: The purpose of the policy is to provide a framework to evaluate requests for donations or sponsorships for charitable causes related to fundraising, awareness events or activities, and student or school related competitions that improve or enhance community pride and the quality of life in the City of Kissimmee. By way of this policy, the City Commission desires to provide a procedure to assist the City in reviewing donation or sponsorship requests received from various outside organizations and entities.

This policy is intended to provide guidelines concerning donation or sponsorship requests from outside organizations and agencies through the City of Kissimmee Community Benefit Fund. The purpose is to support various organizations whose work constitutes a public benefit, enhances the quality of life, or makes a significant impact on the lives of residents within the City of Kissimmee.

1605.01 Funding Availability: Funds for the Community Benefit program are provided on an annual basis from the City Commission Contingency Fund. Requests through this process are limited to an annual request of **up to** \$2,500.00 and must go towards an awareness event, fundraising activity or school related competition.

Organizations currently funded through the Social Services or Quality of Life Competitive Funding Process, the Special Events Fee Waiver Program, the Law Enforcement Trust Fund or any entitlement programs funded through the City do not qualify for Community Benefit funds.

1605.02 Eligibility: Requests are reserved for the support of competitions or community awareness activities that meet a greater public good by providing or expanding awareness of a charitable cause; enhancing arts, education, and culture; generating an economic benefit for the immediate community; and/or contributing positively to the recognition and image of the City of Kissimmee.

- a. Organizations: When the requestor is an organization, the organizations shall:
1. Be a non-profit organization with Articles of Incorporation filed with the Florida Department of State, and
 2. Be in existence and operating within the State of Florida for at least twelve (12) months prior to the date of application to the City for a donation, and
 3. In addition to their application submit: (1) a copy of their 501(c)3, or 501(c)4 notification letter. (Consideration will be given to tax exempt organizations raising funds dedicated to a specific 501(c)3 activity); (2) a copy of their current Form 990



- (if your organization is required to file this document); (3) a copy of their last completed audit; and (4) an annual budget, and
4. Must provide a service, program, or event that demonstrates a local and positive impact to the City of Kissimmee and/or the residents of Kissimmee.
- b. Individuals: When the requestor is an individual, the individual shall:
1. Be a resident of the City of Kissimmee or Osceola County.
 2. Must represent the City in an event or competition with a sanctioned or nationally recognized entity.

All requests for financial support associated with a school-based program or event shall be paid directly to the sponsoring entity.

1605.03 Restrictions: The following restrictions for funding shall apply to awards for any program, activity, person, or organization:

- a. Funds will be available on a first come, first served basis and based on the availability of funds at the time of the application.
- b. Requests for funds to support events hosted in any City of Kissimmee owned and/or operated facility or venue are not eligible for funding through the Community Benefit Fund. Requests must be submitted through the City of Kissimmee Fee Waiver Grant Program.
- c. Funds cannot be used to support or directly operate programming (i.e., summer camps, daycare, etc.)
- d. Funds cannot be used for the purpose of fundraising for another entity or individual (i.e., no pass-through funding) and must be used in a manner that is intended to further the requestor's mission or purpose.
- e. Funds granted to educational organizations may only be used to directly fund a need by students relating to travel or other costs in which the students' participation would positively promote the City of Kissimmee.
- f. Funds cannot be used for or to promote a commercial business or private enterprise, personal gain or to promote political parties, political activities or political advocacy groups.



- g. Funds cannot be used to promote the sale or consumption of tobacco products, illegal drugs, gambling, erotic materials or services.
- h. Organizations that discriminate based on age, race, sex, sexual orientation, marital status, disability or national origin are not eligible for funds.
- i. Funds cannot be used for the purposes of supporting a private foundation or charity that benefits one individual.
- j. A nonprofit currently receiving funding through a separate grant or fund from the City of Kissimmee are ineligible for funding through the Community Benefit Fund sponsorship and donation grant process.

1605.04 Process: All requests for funds under this policy must be submitted to the Parks and Recreation Advisory Board for review and award. An application can be obtained through the Office of the City Clerk.

Application Period I – Funds to be awarded between October 1st and January 31st.

Application Period Opening	April 1
Application Period Closing	May 1
Review & Scoring	June PARAB Meeting

Application Period II – Funds to be awarded between February 1st and May 31st.

Application Period Opening	August 1
Application Period Closing	September 1
Review & Scoring	October PARAB Meeting

Application Period III – Funds to be awarded between June 1st and September 30th.

Application Period Opening	December 1
Application Period Closing	January 1
Review & Scoring	February PARAB Meeting

1605.05 Exceptions: The City supports student enrichment and achievement through the organized programs, events and activities of our local schools. Due to the unpredictable nature of school related events and competitions, requestors may experience an inability to meet the funding cycles referenced above. Should a competition or activity take place with limited lead time to make a request, the requestor may submit a request directly to the City Manager or his/her designee for consideration.



1605.06 Required Reporting: All recipients will be required to submit a final report outlining the results of the event and the impact of the City's funds towards the event, cause or competition.

All applicants that receive funds in any amount must utilize the City seal/logo on all marketing, promotional and advertising materials including but not limited to print media, radio, television, website and social media depicting the City of Kissimmee's support.

Failure to adhere to the requirements contained within this section or set forth as a contingency for funding, shall result in disqualification the requestor from future funding through this program.

1605.07 Scoring & Ranking: The Parks & Recreation Director or their designee shall review and evaluate each application using the Community Benefit Fund Evaluation Form. Applications which receive an "eligible" status shall be forwarded to the Parks & Recreation Advisory Board for funding consideration. Any application which fails to receive an eligible status after it is evaluated shall not move forward. The Parks & Recreation Director or their designee shall then contact the applicant and notify them their request is not eligible for consideration by the funding committee.

Administrative Note: This policy was approved by the City Commission on XXXX.



Executive Summary of Revision:

Added clarifying language to restrictions that prohibits funds to be used to support the operations of direct programming by an applicant.

Adding ranking and scoring criteria to be used as guidance for funding consideration and decision making.

DRAFT



COMMUNITY BENEFIT EVALUATION FORM

Application Received: _____ Evaluated by: _____

Event Name: _____ Event Date: _____

	Meets Policy Requirements	
	Yes	No
Applicant Eligibility		
Resident of Osceola County OR 501(c)3, 501(c)4 organization? (if resident, move to next section once eligibility is determined)	☐	☐
Organization Eligibility (continued)		
Meets incorporation, tax, budget, and audit requirements?	☐	☐
Does NOT discriminate based on age, race, sex, marital status, Sexual orientation, or national origin?	☐	☐
Does NOT receive funds from any other City program?	☐	☐
Meets reporting requirements? (previously funded organizations)	☐	☐
Request / Use Eligibility		
Will result in positive impact to the City of Kissimmee?	☐	☐
Will NOT be used for event/activity in any City-owned facility?	☐	☐
Will NOT be used to promote commercial/private business?	☐	☐
Will NOT be used to promote/support political party/activity?	☐	☐
Will NOT be used to promote tobacco or VICE activities?	☐	☐
Will NOT support or benefit a single individual?	☐	☐
Will NOT fund or support direct programming?	☐	☐

Eligibility Determination		
<i>Note, a "no" to any question or criteria automatically makes the request ineligible for funding consideration pursuant to City Policy 1605.</i>		
Does the request meet or exceed policy requirements?	☐	☐

Evaluator's Comments

ITEM 7.H

Approval to accept a 2022 Florida Recreational Development Assistance Program Grant for the Fortune Road Athletic Complex

Request

Approval to accept a 2022 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the development of outdoor recreational facilities at the Fortune Road Athletic Complex.

Explanation

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program (FRDAP) for competitive grants to assist with the acquisition or development of outdoor recreational facilities. The grant has a maximum amount of \$50,000 and does not require a match.

The City has been awarded the grant as Project A23061 and will use the grant to complete the addition of batting cages as identified in our 5 year capital improvement plan. These batting cages will be installed at the Fortune Road Athletic Complex to enhance the communities' ability to practice their skills prior to games and leagues.

With the acceptance of this grant, we also ask the Commission to give the City Manager the ability to sign future documents related to the grant.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15150106-506393	PR2143	Increase		\$50,000
15100334-334700		Increase		\$50,000

Financial Summary:

With the acceptance of this grant we will need to add a project string to PR2143 to reflect the \$50,000 and amend the budget accordingly.

Recommendation

Staff recommends approval to accept a Florida Recreational Development Assistance Program (FRDAP) grant to fund additional batting cages at our Fortune Road Athletic Complex.

REQUESTED CITY COMMISSION ACTION:

Accept

City of Kissimmee

Department: Parks & Recreation

Presenter:

Attachment(s):

1. A3061 - Fortune Road Sports Complex - MERGED AGREEMENT

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Fortune Road Sports Complex** Agreement Number: **A3061**
2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard (Department)
Tallahassee, Florida 32399-3000
- Grantee Name: **City of Kissimmee** Entity Type: **a local government**
- Grantee Address: **101 Church Street, Kissimmee, FL 34741-5054** FEID: **59-6000348** (Grantee)
3. Agreement Begin Date: **upon execution** Date of Expiration: **June 30, 2025**

4. Project Number: **A23061** Project Location(s): **2500 Fortune Road, Kissimmee, FL 34744 (Osceola County)**
(If different from Agreement Number)
- Project Description: **Baseball Field (new), Landscaping (new)**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$50,000.00	☒ State ☐ Federal	Line Item No. 1754, GAA, FY 2022-2023	\$50,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		\$0.00
Total Amount of Funding + Grantee Match, if any:			\$50,000.00

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Angela Bright** Name: **Andrea Campbell, Off. Mngr, Parks & Rec.**
or successor or successor
- Address: **3900 Commonwealth Blvd.** Address: **101 Church Street**
MS #585 **Kissimmee, FL 34741-5054**
Tallahassee, FL 32399
- Phone: **850-245-2501** Phone: **407-518-2331**
- Email: **angie.bright@floridadep.gov** Email: **andrea.campbell@kissimmee.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Kissimmee

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fe1c5555_2
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

Attachment 1

6 of 12

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

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

26. Record Keeping.

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

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

Attachment 1

9 of 12

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

10 of 12

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A3061**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is **Fortune Road Sports Complex**. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
 Project Name: **Fortune Road Sports Complex**
 Grantee Name: **City of Kissimmee**
 FRDAP Project No.: **A23061**
 DEP Agreement No.: **A3061**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **2500 Fortune Road, Kissimmee, FL 34744 (Osceola County)** and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2025.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0.00
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Baseball Field (new), Landscaping (new). 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2025, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	
--	--	--

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

Attachment 5, Exhibit 1
5 of 6

Federal Program B									

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:									
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category			
Original Agreement	General Appropriations Act Line Item 1754 Fixed Capital Outlay Florida Recreation Development Assistance Grants from Land Acquisition Trust Fund	2022-2023	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002			

Total Award	\$50,000.00
--------------------	--------------------

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

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

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Exhibit A

Adobe Signature

Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PRIMARY FACILITIES/ELEMENTS:

[illegible]

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

☐ January through April:

☐ May through August:

☐ September through December:

Due May 5th

Due September 5th

Due January 5th

LIAISON: _____

Signature

DRP-109 (Effective 05-22-2015)

Date

Page 2 of 2



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

ITEM 7.I

State Housing Initiatives Partnership (SHIP) Program Annual Reports for Close Out Years 2018-2019 and 2019-2020

Request

Accept the SHIP Annual Reports for the Close Out of Fiscal Years 2018-2019 and 2019-2020 and authorize the Mayor to execute the required certifications.

Explanation

Each year, by September 15th, the City of Kissimmee is required to submit an Annual Report to the Florida Housing Finance Corporation (FHFC) regarding the status of its SHIP Program allocation. Funds from the closeout years are required to be spent and funds from the "interim year" are required to be committed by June 30th along with meeting all of the set asides of the program.

SHIP 2018-2019: The SHIP allocation was \$114,224. The City collected additional funds as program income. Funds were not completely spent by the required deadline of June 30, 2021 due to construction delays in one of the housing rehabilitation jobs. The FHFC gave the City an extension to submit the report once the funds were spent and all of the set asides were met. As of June 30, 2022, all of the work was completed and the funds spent. The following strategies were addressed with 2018-2019 funds: Owner occupied Housing Rehabilitation, Eviction Prevention, Foreclosure Prevention, and Security Deposits.

SHIP 2019-2020: The SHIP allocation was \$139,683. The City collected additional funds as program income. As of June 30, 2022, all of the work has been completed and all of the funds related to the jobs allocated to that funding year have been spent. The following strategies were addressed with 2019-2020 funds: Owner Occupied Housing Rehabilitation, Eviction Prevention, and Security Deposits.

For this reporting period, the SHIP fiscal year 2020-2021 is considered the "interim year". The FHFC did not distribute any SHIP funds to local governments for that year. However, the City received program income in the form of recaptured funds and, as a result, was able to have some funds for projects. The amount of funds available to allocate to projects that year was \$57,192. As of June 30, 2022, all of the funds were committed. The following strategies are addressed with 2020-2021 funds: Owner Occupied Housing Rehabilitation and Eviction Prevention.

Copies of the annual reports were made available to the public from August 30 - September 8, 2022. Citizens were invited to review the documents and make written comments.

Recommendation

Acceptance of the SHIP Annual Reports for the Close Out of Fiscal Years 2018-2019 and 2019-2020 and authorize the Mayor to execute the required certifications.

REQUESTED CITY COMMISSION ACTION:

Accept
Execute

Department: Development Services

Presenter:

City of Kissimmee

Attachment(s):

1. Annual Report_2018
2. Certification_2018
3. Annual Report_2019
4. Certification_2019

Title: SHIP Annual Report

Report Status: Unsubmitted

Kissimmee FY 2018/2019 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Owner Occupied Rehab	\$96,247.28	1				
3	Owner Occupied Rehab-Roof Repair	\$29,889.77	2				
7	Foreclosure Prevention	\$1,500.00	1				

Homeownership Totals: **\$127,637.05** **4**

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
13	Rental Financial Assistance	\$12,790.39	11				

Rental Totals: **\$12,790.39** **11**

Subtotals: **\$140,427.44** **15**

Additional Use of Funds

Use	Expended
Administrative	\$11,422.00
Homeownership Counseling	\$0.00
Admin From Program Income	\$54.00
Admin From Disaster Funds	\$0.00

Totals: **\$151,903.44** **15** **\$0.00** **\$0.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$114,224.00
Program Income (Interest)	\$1,093.00
Program Income (Payments)	\$0.00
Recaptured Funds	\$40,210.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$1,214.00
Total:	\$156,741.00

*** Carry Forward to Next Year: \$4,837.56**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	365	393	533	699	864
VLI	607	651	781	902	1,007
LOW	971	1,040	1,248	1,443	1,610
MOD	1,458	1,563	1,875	2,166	2,418
Up to 140%	1,701	1,823	2,187	2,527	2,821

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$140,427.44	100.00%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$140,427.44	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$127,637.05	\$155,648.00	82.00%	65%
Construction / Rehabilitation	\$126,137.05	\$155,648.00	81.04%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	.00%
Very Low	\$106,202.67	67.76%
Low	\$34,224.77	21.84%
Moderate	\$0.00	.00%
Over 120%-140%	\$0.00	.00%
Totals:	\$140,427.44	89.59%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low		0		0	\$.00	0
Very Low	\$96,247.28	1	\$9,955.39	8	\$106,202.67	9
Low	\$29,889.77	2	\$4,335.00	4	\$34,224.77	6
Moderate		0		0	\$.00	0
Over 120%-140%		0		0	\$.00	0
Totals:	\$126,137.05	3	\$14,290.39	12	\$140,427.44	15

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Foreclosure Prevention	Kissimmee			1			1
Rental Financial Assistance	Kissimmee		8	3			11
Owner Occupied Rehab	Kissimmee		1				1
Owner Occupied Rehab-Roof Repair	Kissimmee			2			2
Totals:			9	6			15

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Foreclosure Prevention	Kissimmee			1		1
Rental Financial Assistance	Kissimmee	1	5	5		11
Owner Occupied Rehab	Kissimmee				1	1
Owner Occupied Rehab-Roof Repair	Kissimmee		1		1	2
Totals:		1	6	6	2	15

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Foreclosure Prevention	Kissimmee		1		1
Rental Financial Assistance	Kissimmee		10	1	11

Owner Occupied Rehab	Kissimmee	1			1
Owner Occupied Rehab-Roof Repair	Kissimmee	1	1		2
Totals:		2	12	1	15

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Foreclosure Prevention	Kissimmee			1				1
Rental Financial Assistance	Kissimmee	6	3	2				11
Owner Occupied Rehab	Kissimmee		1					1
Owner Occupied Rehab-Roof Repair	Kissimmee	1	1					2
Totals:		7	5	3				15

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Foreclosure Prevention	Kissimmee				0
Rental Financial Assistance	Kissimmee				0
Owner Occupied Rehab	Kissimmee				0
Owner Occupied Rehab-Roof Repair	Kissimmee				0
Totals:					0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
-------------	----------------------	----------------	---------------------------

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Adopted	2010
Ongoing review process		Required	Adopted	2013
Printed inventory of public owned lands		AHAC Review	Adopted	2013

Other	Financial incentive in the amount of \$20,000 to subsidize affordable housing multifamily rental developments going through the LIHTC and other bond financing programs	AHAC Review	Implemented, in LHAP	2019
-------	---	-------------	----------------------	------

Support Services

One of our not-for-profit partners, Osceola Council on Aging, offers additional services as food pantry and utility assistance to assist our residents in other areas of need.

Other Accomplishments

The years 2019 and 2020 presented difficult times for our residents, partners, and city government in general. COVID-19 put a damper in an already hurting community. Affordability and housing preservation are two of the main pillars of the City's SHIP Program. Once the previous scheduled rehabilitation projects were completed at the beginning of the coronavirus pandemic, new ones were not able get started and move forward. The City and its not-for-profit partners concentrated all of its efforts to assist the needs of our residents by shifting the use of SHIP funds to emergency assistance - eviction and mortgage default assistance as well as with deposits and first month rent assistance.

Availability for Public Inspection and Comments

The availability of the SHIP Annual report was advertised in the Osceola Gazette on July 29, 2021. the Plan was made available for comments from Friday, July 30 through Monday, August 16, 2021.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: 11

Mortgage Foreclosures

A. Very low income households in foreclosure: 0

B. Low income households in foreclosure: 0

C. Moderate households in foreclosure: 0

Foreclosed Loans Life-to-date: 0

SHIP Program Foreclosure Percentage Rate Life to Date: 0.00

Mortgage Defaults

A. Very low income households in default: 1

B. Low income households in default: 1

C. Moderate households in default: 0

Defaulted Loans Life-to-date: 2

SHIP Program Default Percentage Rate Life to Date: 18.18

Strategies and Production Costs

Strategy	Average Cost
Foreclosure Prevention	\$1,500.00
Owner Occupied Rehab	\$96,247.28
Owner Occupied Rehab-Roof Repair	\$14,944.89
Rental Financial Assistance	\$1,162.76

Expended Funds

Total Unit Count: 0

Total Expended Amount:

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Foreclosure Prevention	Francisco De Jesus Sierra	2462 Oak Hollow Drive	Kissimmee		\$1,500.00	
Rental Financial Assistance	Albertina Germain	1803 Destiny Blvd, Apt 205	Kissimmee		\$1,015.00	
Rental Financial Assistance	Fernando Ramos	1506 Dorado Drive	Kissimmee		\$500.00	
Rental Financial Assistance	Jeanette Poblete	2130 Pinemont Street, Apt. 307	Kissimmee		\$1,320.00	
Rental Financial Assistance	Marcos Roman-Piera	1260 Sago Palms Blvd.	Kissimmee		\$1,375.00	
Rental Financial Assistance	Joel Callender	316 Pleasant Street	Kissimmee		\$1,250.00	
Rental Financial Assistance	Israel Davila	4455 Cameron Preserve Circle, Apt. 301	Kissimmee		\$1,236.25	
Rental Financial Assistance	Luis Pagan	3207 Espinosa Drive, Apt. 202	Kissimmee		\$1,188.73	
Rental Financial Assistance	Terry Lang	4177 Corsair Avenue	Kissimmee		\$1,062.50	
Rental Financial Assistance	Odalys Rodriguez	1343 Sweetwood Blvd.	Kissimmee		\$1,500.00	
Rental Financial Assistance	Juan A. Hernandez	2116 Flintlock Blvd.	Kissimmee		\$1,500.00	
Rental Financial Assistance	Jose Valendia	2340 trinidad Court	Kissimmee		\$842.91	
Owner Occupied Rehab	Mary Well	305 Tarpon Street	Kissimmee		\$96,247.28	
Owner Occupied Rehab-Roof Repair	Thomas Andrews	1540 Brookside Avenue	Kissimmee		\$10,431.50	
Owner Occupied Rehab-Roof Repair	LC Brown	1809 Tahiti Place	Kissimmee		\$19,458.27	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
City of Kissimmee	Local Government	Administration, Owner Occupied Rehabilitation, Demolition and Reconstruction	Accept applications, determine eligibility, conduct the closings, and process payments	\$11,476.00

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$1,093.00
Total:	\$1,093.00

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	
Approved	
Denied	

Explanation of Recaptured funds

Description	Amount
Transfer to the Local Housing Trust Fund from the City's General Fund	\$40,210.00
Total:	\$40,210.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

Or

✓ Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Owner Occupied Rehab	\$96,247.28	1		
3	Owner Occupied Rehab-Roof Repair				
7	Foreclosure Prevention	\$1,500.00	1		
13	Rental Financial Assistance	\$2,437.50	2		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(7) Foreclosure Prevention	Receiving Veterans Disability Benefits	\$1,500.00	1		
(13) Rental Financial Assistance	Receiving Supplemental Security Income	\$2,437.50	2		
(3) Owner Occupied Rehab	Person with Disabling Condition (not DD)	\$96,247.28	1		

Provide a description of efforts to reduce homelessness:

The City's adopted Local Housing Assistance Plan has listed three strategies that are geared to directly prevent homelessness - foreclosure prevention, tenant rental assistance, and security and/utility deposits. The City assisted many of its residents with these strategies during the coronavirus pandemic whenever the use of other funding sources was not a possibility. The City partners with the Osceola Council on Aging to implement this program.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	\$139,683.00	
Program Income	\$0.00	
Program Funds Expended		
Program Funds Encumbered		
Total Administration Funds Expended	\$11,918.00	
Total Administration Funds Encumbered	\$0.00	
Homeownership Counseling	\$127,765.00	
Disaster Funds		
65% Homeownership Requirement		0.00%
75% Construction / Rehabilitation		0.00%
30% Very & Extremely Low Income Requirement		0.00%
30% Low Income Requirement		0.00%
20% Special Needs Requirement		0.00%
Carry Forward to Next Year		

LG Submitted Comments:

The table for Interim Year 1 does not include a line item for program funds (expended or encumbered). So for the purposes of submitting the report, I included the amount on the Housing Counseling line.

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of ____Kissimmee____ (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year __2018-2019__ and interim years __2019-2020.__
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ __0.__
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ __0.__

Staff Member responsible for submitting annual report to FHFC: __FrancisDeJesus____

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

Title: SHIP Annual Report

Report Status: Unsubmitted

Kissimmee FY 2019/2020 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Owner Occupied Housing Rehab	\$45,494.90	2				
3	Owner Occupied Housing Rehab - Roof Repair	\$25,593.91	3				
3	Owner Occupied Housing Rehab _ Roof Repair	\$14,553.15	1				

Homeownership Totals: **\$85,641.96** **6**

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
13	Eviction Prevention	\$12,828.61	10				
23	Security Deposit	\$2,970.00	2				

Rental Totals: **\$15,798.61** **12**

Subtotals: **\$101,440.57** **18**

Additional Use of Funds

Use	Expended
Administrative	\$11,918.00
Homeownership Counseling	\$.00
Admin From Program Income	\$.00
Admin From Disaster Funds	\$.00

Totals: **\$113,358.57** **18** **\$.00** **\$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$139,683.00
Program Income (Interest)	\$1,070.65
Program Income (Payments)	\$.00
Recaptured Funds	-\$32,193.20
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$4,837.56
Total:	\$113,398.01

*** Carry Forward to Next Year: \$39.44**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	382	409	543	711	879
VLI	636	681	818	945	1,055
LOW	1,018	1,091	1,308	1,512	1,687
MOD	1,527	1,636	1,965	2,269	2,532
Up to 140%	1,781	1,909	2,292	2,647	2,954

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$101,440.57	100.00%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$101,440.57	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$85,641.96	\$112,327.36	76.24%	65%
Construction / Rehabilitation	\$85,641.96	\$112,327.36	76.24%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	.00%
Very Low	\$59,745.20	52.69%
Low	\$41,695.37	36.77%
Moderate	\$0.00	.00%
Over 120%-140%	\$0.00	.00%
Totals:	\$101,440.57	89.46%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low		0		0	\$.00	0
Very Low	\$53,535.34	4	\$6,209.86	5	\$59,745.20	9
Low	\$32,106.62	2	\$9,588.75	7	\$41,695.37	9
Moderate		0		0	\$.00	0
Over 120%-140%		0		0	\$.00	0
Totals:	\$85,641.96	6	\$15,798.61	12	\$101,440.57	18

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Owner Occupied Housing Rehab	Kissimmee		1	1			2
Owner Occupied Housing Rehab - Roof Repair	Kissimmee		2	1			3
Owner Occupied Housing Rehab _ Roof Repair	Kissimmee		1				1
Eviction Prevention	Kissimmee		4	6			10
Security Deposit	Kissimmee		1	1			2
Totals:			9	9			18

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Owner Occupied Housing Rehab	Kissimmee		2			2
Owner Occupied Housing Rehab - Roof Repair	Kissimmee		1	1	1	3
Owner Occupied Housing Rehab _ Roof Repair	Kissimmee				1	1
Eviction Prevention	Kissimmee	1	2	7		10
Security Deposit	Kissimmee		1	1		2
Totals:		1	6	9	2	18

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Owner Occupied Housing Rehab	Kissimmee		2		2
Owner Occupied Housing Rehab - Roof Repair	Kissimmee	2	1		3
Owner Occupied Housing Rehab _ Roof Repair	Kissimmee	1			1
Eviction Prevention	Kissimmee	1	9		10
Security Deposit	Kissimmee		2		2
Totals:		4	14		18

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
Owner Occupied Housing Rehab	Kissimmee		2					2
Owner Occupied Housing Rehab - Roof Repair	Kissimmee	1	1	1				3
Owner Occupied Housing Rehab _ Roof Repair	Kissimmee	1						1
Eviction Prevention	Kissimmee	10						10
Security Deposit	Kissimmee		2					2
Totals:		12	5	1				18

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home- less	Elderly	Total
Owner Occupied Housing Rehab	Kissimmee				0
Owner Occupied Housing Rehab - Roof Repair	Kissimmee				0
Owner Occupied Housing Rehab _ Roof Repair	Kissimmee				0
Eviction Prevention	Kissimmee				0
Security Deposit	Kissimmee				0
Totals:					0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
-------------	----------------------	----------------	---------------------------

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Adopted	2010
Ongoing review process		Required	Adopted	2013
Impact fee modifications		AHAC Review	Implemented, in LHAP	2021
Flexible densities		AHAC Review	Adopted	2022
Reservation of infrastructure		AHAC Review	Not Adopted	N/A
Allowance of accessory dwelling units		AHAC Review	Not Adopted	N/A
Reduction of parking and setbacks		AHAC Review	Not Adopted	N/A
Allowance of flexible lot sizes		AHAC Review	Not Adopted	N/A
Modification of street requirements		AHAC Review	Not Adopted	N/A
Printed inventory of public owned lands		AHAC Review	Not Adopted	N/A
Support of development near transportation/employment hubs		AHAC Review	Implemented, in LHAP	2022
Other	Definition of Affordable Housing Development	AHAC Review	Adopted	2022
Other	Community Land Trust	AHAC Review	Not Adopted	N/A

Support Services

One of our not-for-profit partners, Osceola Council on Aging, offers additional services as food pantry and utility assistance to assist our residents in other areas of need.

Other Accomplishments

The last two years continue to be a difficult time for our residents, partners, and city government in general. COVID-19 put a damper in an already hurting community. Affordability and housing preservation are two of the main pillars of the City's SHIP Program. The City continues its successful partnership with the Habitat for Humanity of Greater Orlando and Osceola. As a non-profit agency they act as a "general contractor" to coordinate the rehabilitation jobs in the City. In order to further assist our residents, the City launched a Roof Repair Program that has proven very successful.

Availability for Public Inspection and Comments

The availability of the SHIP Annual report was advertised and the Plan was made available for comments from Tuesday, August 30, 2022 through Thursday, September 8, 2022.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **11**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.00**

Mortgage Defaults

A. Very low income households in default: **1**

B. Low income households in default: **1**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **2**

SHIP Program Default Percentage Rate Life to Date: **18.18**

Strategies and Production Costs

Strategy	Average Cost
Eviction Prevention	\$1,282.86
Owner Occupied Housing Rehab	\$22,747.45
Owner Occupied Housing Rehab - Roof Repair	\$8,531.30
Owner Occupied Housing Rehab _ Roof Repair	\$14,553.15
Security Deposit	\$1,485.00

Expended Funds

Total Unit Count: **0**

Total Expended Amount:

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Owner Occupied Housing Rehab	Marlene & Nigel Wiggins Wiggins	2421 Lancashire Lane	Kissimmee		\$24,919.27	
Owner Occupied Housing Rehab - Roof Repair	Joshua Myers Myers	715 S Dillingham Avenue	Kissimmee		\$9,516.40	
Owner Occupied Housing Rehab - Roof Repair	Belinda Slade Slade	804 Robinson Street	Kissimmee		\$8,890.16	
Owner Occupied Housing Rehab _ Roof Repair	Charles G Herman Herman	1701 Paradise Drive	Kissimmee		\$14,553.15	

Owner Occupied Housing Rehab	Jazzmen Kingston Kingston	1610 Brack Street	Kissimmee		\$20,575.63	
Owner Occupied Housing Rehab - Roof Repair	Anthony Lopez Lopez	519 Finley Avenue	Kissimmee		\$7,187.35	
Eviction Prevention	Simon Quintero-Pirela	3015 Clipper Cove Lane Apt 202	Kissimmee		\$1,176.11	
Eviction Prevention	Nancy Roldan Vega	1907 Reef Club Dr Apt 202	Kissimmee		\$1,063.75	
Security Deposit	Tiffany Smith	1739 N Central Avenue #124	Kissimmee		\$970.00	
Eviction Prevention	Cinthia Cruz	1515 Bly Court	Kissimmee		\$2,200.00	
Security Deposit	Aviance Alexander	3307 Pershing Street	Kissimmee		\$2,000.00	
Eviction Prevention	Elizabeth Clay	1302 N Lavon Avenue	Kissimmee		\$1,000.00	
Eviction Prevention	Stephanie Smith	1717 Palmway Street	Kissimmee		\$875.00	
Eviction Prevention	John Henao	2126 Mallard Creek Circle	Kissimmee		\$1,500.00	
Eviction Prevention	Edith Gonzalez	2540 N John Young Pkwy	Kissimmee		\$668.75	
Eviction Prevention	Dustin Parra-Lopez	921 Woodside Circle Apt D	Kissimmee		\$1,345.00	
Eviction Prevention	Mirbelis Belisario	3422 Fox Crossing Drive	Kissimmee		\$1,500.00	
Eviction Prevention	Julissa Velasquez	820 Green Heron Court, Apt. C	Kissimmee		\$1,500.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
City of Kissimmee	Local Government	Administration, Owner Occupied Rehabilitation, Demolition and Reconstruction, Eviction Prevention, Security Deposit Program	Accept applications, determine eligibility, conduct closings and process payments	\$11,918.00

Program Income

Program Income Funds	
Loan Repayment:	\$.00
Refinance:	\$.00
Foreclosure:	\$.00
Sale of Property:	\$.00
Interest Earned:	\$1,070.65

Total: \$1,070.65

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	
Approved	
Denied	

Explanation of Recaptured funds

Description	Amount
Based on reconciliation these funds are no longer available	-\$32,193.20
Total:	-\$32,193.20

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

Or



Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Owner Occupied Housing Rehab	\$24,919.27	1		
3	Owner Occupied Housing Rehab - Roof Repair	\$8,890.16	1		
3	Owner Occupied Housing Rehab _ Roof Repair				

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Owner Occupied Housing Rehab	Person with Disabling Condition (not DD)	\$24,919.27	1		
(3) Owner Occupied Housing Rehab - Roof Repair	Receiving Supplemental Security Income	\$8,890.16	1		

Provide a description of efforts to reduce homelessness:

The City's adopted Local Housing Assistance Plan has listed three strategies that are geared to directly prevent homelessness - foreclosure prevention, tenant rental assistance, and security and/utility deposits. The City assisted many of its residents with these strategies during the coronavirus pandemic whenever the use of other funding sources was not a possibility.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution		
Program Income	\$0.00	
Program Funds Expended	\$9,266.25	
Program Funds Encumbered	\$47,925.75	
Total Administration Funds Expended	\$0.00	
Total Administration Funds Encumbered	\$0.00	
Homeownership Counseling	\$0.00	
Disaster Funds		
65% Homeownership Requirement	\$47,925.75	N/A
75% Construction / Rehabilitation	\$47,925.75	N/A
30% Very & Extremely Low Income Requirement	\$49,113.25	N/A
30% Low Income Requirement	\$8,078.75	N/A
20% Special Needs Requirement		N/A
Carry Forward to Next Year		

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of ____Kissimmee____ (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year __2019-2020__ and interim years __2020-2021.__
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ __0.__
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ __0.__

Staff Member responsible for submitting annual report to FHFC: __FrancisDeJesus____

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

ITEM 7.J

Approval to Apply for State of Florida Job Growth Grant Fund through Enterprise Florida

Request

City Commission approval to apply for an Infrastructure Grant through the State of Florida Job Growth Grant Fund, Enterprise Florida, and to authorize the City's Director of Aviation to sign the grant application.

Explanation

Enterprise Florida is providing infrastructure grants. The Kissimmee Gateway Airport and the Economic Development Division wish to apply for an Infrastructure Grant.

The infrastructure grant will request up to \$10M to develop approximately eight (8) acres of airport property located at the Dyer Business Airpark (Dyer Blvd and M.L.K. Blvd). This grant will specifically assist with the 'horizontal' buildout to include underground utilities, aircraft parking aprons, taxiway connection and automobile parking. This will enable the construction of facilities to support future aircraft sales, instruction, management, and servicing with an anticipated job creation of approximately 50 people. Once developed, the property will be subject to a ground rental lease at fair market value.

If a grant is indeed offered, staff will bring the grant award request to the Commission for consideration.

Recommendation

Staff recommends the Commission approve applying for an Infrastructure Grant through the Enterprise Florida Job Growth Grant Fund, to authorize the City's Director of Aviation to sign the grant application.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Florida Job Growth Grant Application-Sample
2. Florida Job Growth Website



2021-2022 Florida Job Growth Grant Fund Public Infrastructure Grant Proposal

Proposal Instructions: Please read this document carefully and provide the information requested below. Some questions may request that a separate narrative be completed. If additional space is needed, attach a word document with your entire answer.

Governmental Entity Information

Name of Governmental Entity: _____

Government Federal Employer Identification Number: _____

Primary Contact Name: _____

Title: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Secondary Contact Name: _____

Title: _____

Phone Number: _____

Public Infrastructure Grant Eligibility

Pursuant to section 288.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. Eligible entities that wish to access this grant fund must submit public infrastructure proposals that:

- Promote economic recovery in specific regions of the state, economic diversification or economic enhancement in a targeted industry. ([View Florida's Targeted Industries here.](#))
- Are not for the exclusive benefit of any single company, corporation or business entity.
- Are for infrastructure that is owned by the public and is for public use or predominately benefits the Public.

1. Program Requirements:

(If additional space is needed, attach a word document with your entire answer.)

Each proposal must include the following information describing how the project satisfies eligibility requirements listed on page 1.

A. Provide a detailed description of the public infrastructure improvements.

B. Provide location of public infrastructure, including physical address and county of project.

C. Is this infrastructure currently owned by the public? ☐ Yes ☐ No

If no, is there a current option to purchase or right of way provided to the County?

D. Provide current property owner.

E. Is this infrastructure for public use or does it predominately benefit the public? ☐ Yes ☐ No

F. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation, or business entity?

☐ Yes ☐ No

G. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote:

- Economic recovery in specific regions of the state;
- Economic diversification; or
- Economic enhancement of a Targeted Industry ([View Florida's Targeted Industries here.](#))
 - Describe how the project will promote specific job growth. Include the number of jobs that will be retained or created, and in which industry(ies) the new net jobs will be created using the North American Industry Classification System ([NAICS](#)) codes. Where applicable, you may list specific businesses that will retain or create jobs or make capital investment.
 - Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.

2. Additional Information:

(If additional space is needed, attach a word document with your entire answer.)

A. Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.

B. What permits are necessary for the public infrastructure project?

- C. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

-
- D. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?

-
- E. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline.

☐ Yes ☐ No

-
- F. Is the project ready to commence upon grant fund approval and contract execution? If no, please explain.

☐ Yes ☐ No

-
- G. Does this project have a local match amount?

☐ Yes ☐ No

If yes, please describe the entity providing the match and the amount.

-
- H. Provide any additional information or attachments to be considered for this proposal. Maps and other supporting documents are encouraged.
-

3. Program Budget

(If additional space is needed, attach a word document with your entire answer.)

Estimated Costs and Sources of Funding: Include all applicable public infrastructure costs and other funding sources available to support the proposal.

1.) Total Amount Requested \$ _____
 Florida Job Growth Grant Fund

A. Other Public Infrastructure Project Funding Sources:

City/County \$ _____

Private Sources \$ _____

Other (grants, etc.) \$ _____

Please Specify: _____

Total Other Funding \$ _____

B. Public Infrastructure Project Costs:

Construction \$ _____

Reconstruction \$ _____

Design & Engineering \$ _____

Land Acquisition \$ _____

Land Improvement \$ _____

Other \$ _____

Please Specify: _____

Total Project Costs \$ _____

Note: The total amount requested must be calculated by subtracting the total other public infrastructure project funding sources in A. from the total public infrastructure project costs in B.

- C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.
-

4. Approvals and Authority

(If additional space is needed, attach a word document with your entire answer.)

- A. If the governmental entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?
-

If board authorization is not required, who is authorized to sign?

- B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the governmental entity and the Florida Department of Economic Opportunity:

- i. Provide the schedule of upcoming meetings for the group for a period of at least six months.
 - ii. State whether entity is willing and able to hold special meetings, and if so, upon how many days' notice.
-

- C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the governmental entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.
-

I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described entity and to the best of my knowledge, that all data and information submitted in proposal is truthful and accurate and no material fact has been omitted.

Name of Governmental Entity: _____

Name and Title of Authorized Representative: _____

Representative Signature: _____

Signature Date: _____



Search this site...

ESPAÑOL | KREYÒL

Outlets

Employers

Reemployment Assistance
Service Center

Business Growth
& Partnerships

Workforce Strategies

Community Planning,
Development & Services

Workforce Development
Grant Resources

Florida Job Growth Grant Fund

Home > Florida Job Growth Grant Fund



Helpful Information

- Awarded Proposals
- Submitted Proposals
- Florida Statute 288.101
- Announcements

The 2022-2023 Florida Job Growth Grant Fund Cycle is open.

About the Florida Job Growth Grant Fund

The Florida Job Growth Grant Fund is an economic development program designed to promote public infrastructure and workforce training across the state. Proposals are reviewed by the Florida Department of Economic Opportunity (DEO) and Enterprise Florida, Inc. (EFI) and chosen by the Governor to meet the demand for workforce or infrastructure needs in the community they are awarded to.

Workforce training projects will provide Floridians with transferable, sustainable workforce skills applicable to more than a single employer, and for equipment associated with these programs.

[Workforce Training Proposal](#)

Public infrastructure projects can include transportation and utilities needed to support economic development.

[Public Infrastructure Proposal](#)

View Florida's Targeted Industries [here](#).

Submit proposals or questions to JobGrowth@deo.myflorida.com



Florida
Department of
Economic Opportunity



<https://floridajobs.org/jobgrowth>

ITEM 7.K

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 the authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

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

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. September Asset Disposal

City of Kissimmee
Surplus Property Auction List
Sep-22 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FD003	2004 FORD EXPLORER 4X2 FD003		1FMZ463K04VC05288	18228
PD470	2008 FORD CROWN VIC PD470		2FA8B71BXAX151125	22486
POLICE	MISC. ITEMS FROM PD470			N/A
DR021	2007 FORD F450 4X4 DR021		1FDXF47P47EB12638	20436
ST159	2012 KUBOTA RTV500 UTILITY CART ST159			22401
HR	FARGO ID MACHINE		DTC4250E	23473
IT	OLD CUBICLE WALL (3)			N/A

City of Kissimmee
Surplus Property Auction List
Sep-22 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
DEV SERV	MAYTAG LARGE DOUBLE DOOR REFRIGERATOR			N/A
FIRE DEPT	SPEED QUEEN WASHER		1004019251	N/A
IT	11 INCH IPAD PRO		F6QG006PV16	26427
POLICE	TASER 7 CEW		X4000E30R	26621

ITEM 7.L

Simpson Road Warranty Deed to School Board of Osceola County

Request

This is a request for Commission approval of a warranty deed granted from the City of Kissimmee to the School Board of Osceola County.

Explanation

Osceola County is extending an internal access road within the School District facility on the east side of Simpson Rd., north of the Florida Turnpike overpass, a small portion of which overlaps with City property, at 2330 New Beginnings Road, Kissimmee, Florida 34744. The City is therefore deeding approximately 473 square feet of the parcel to the School Board of Osceola County, Florida so that they may build the road. This property originally belonged to the School Board, who deeded it to the City in 1997.

Recommendation

Staff recommends approval of the warranty deed to the School Board of Osceola County, Florida.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. 8.15.2022 Simpson Road Warranty Deed (1)
2. Simpson Road Land to School Board Vicinity Map

This instrument prepared by
and returned to:
Kalanit Oded
Deputy City Attorney
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraisers Parcel Number:

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____, 2022, by the **City of Kissimmee, Florida**, a Florida Municipal Corporation, whose mailing address is 101 Church Street, Kissimmee, FL, 34741 (hereinafter referred to as “Grantor”) to the **School Board of Osceola County, Florida**, a political subdivision of the State of Florida whose mailing address is 817 Bill Beck Boulevard, Kissimmee, FL. 34744 (hereinafter referred to as “Grantee”):

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida:

See Exhibit “A” attached hereto and incorporated herein (the “Property”).

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

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

Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances whatsoever, save and except only for the following, to wit:

1. Restrictions and easements of record, if any, but this reference to such restrictions shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed in its name by its Board of City Commissioners acting through the City Mayor. This ____ day of _____, 2022.

ATTEST:

CITY OF KISSIMMEE, FLORIDA

By: _____
City Clerk

By: _____
Mayor

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022 by Olga Gonzalez, as Mayor of the City of Kissimmee, Florida, who is personally known to me or who has produced _____ as identification.

(Seal)

Notary Public - State of Florida
Print Notary Name: _____
My Commission Number is: _____

Exhibit "A"

SR PARCEL 7024C-2

A parcel of land being a portion of Section 19, Township 25 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Center of Section of said Section 19, Township 25 South, Range 30 East; thence run N89°43'30"E along the South line of the Northeast ¼ of said Section 19, a distance of 1312.79 feet to a point; thence continue N89°43'30"E along said South line, a distance of 281.56 feet to a point; thence departing said South line, run S00°16'30"E, a distance of 942.82 feet; thence run S47°41'47"E, a distance of 30.50 feet; thence run S00°01'15"E, a distance of 4.94 feet; thence run S55°07'17"W, a distance of 11.26 feet to the Point of Beginning; thence continue S55°07'17"W, a distance of 81.58 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 450.00 feet and a Central Angle of 11°54'39"; thence run Northeasterly along the Arc of said curve, a distance of 93.55 feet (Chord Bearing = N45°41'12"E, Chord = 93.38 feet) to a point; thence run S00°20'59"E, a distance of 18.58 feet to the Point of Beginning.

Containing 473 square feet or 0.011 acres, more or less.



Simpson Road Land to School Board

Date Generated: 9/7/2022

0 80 160 ft



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
Page 249 of 395

ITEM 7.M

Open-End Leasehold Mortgage and Collateral Assignment of Lease between Hanger 3 Kissimmee, LLC, Quantem FBO Group- Kissimmee LLC and Huntington National Bank

Request

Commission approval of an Open-End Leasehold Mortgage and Collateral Assignment of Lease between Hanger 3 Kissimmee, LLC, Quantem FBO Group- Kissimmee LLC and Huntington National Bank.

Explanation

The City, Quantem FBO Group- Kissimmee LLC (Quantem) and Ranger Aviation entered into an Assignment Consent and Assumption of Kissimmee Gateway Airport Lease Agreements on March 17, 2015, wherein Quantem took over the leases and agreed to provide full-service fixed-based operations (FBO) services. Hanger 3, Quantem and TDBank, N.A. entered into a Leasehold Mortgage on February 2, 2017, for the purchase of property and hangars at the airport. Quantem and Hanger 3 refinanced the property with Huntington National Bank as the lender in 2018, and the City was asked to consent to the Collateral Assignment of Airport Leases as security for the loan.

Quantem and Hanger 3 Kissimmee LLC desire to purchase Hanger 2. As part of their financing of this purchase, they are executing an Open-end Leasehold Mortgage and a Collateral Assignment of Lease with Huntington National Bank (Lender), which are standard financing requirements for commercial loans.

The Open- End Leasehold Mortgage provides that the lease interests held by the Parties by way of the recorded lease agreements with the City, are the security for the mortgage with the Lender. The Collateral Assignment of Lease provides that the lease interest held by the Parties by way of the recorded lease agreements with the City are assigned to the Lender, which includes their right to sublease and rental income. As such, the parties are requesting the City to acknowledge receipt of and consent to the Open-End Leasehold Mortgage and the Assignment transaction contemplated in the documentation.

Staff has reviewed the documents and they do not affect the City's rights under the lease agreements with Quantem.

Recommendation

Staff recommends Commission approval of the Open-End Leasehold Mortgage and Collateral Assignment of Lease between Hanger 3 Kissimmee, LLC, Quantem FBO Group- Kissimmee LLC and Huntington National Bank.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. Open-End Leasehold Mortgage
City of Kissimmee

2. Quantem Kissimmee Collateral Assignment of Lease 7.28.22 (1)

Prepared by:
Aaron E. Caskey, Esq.
Dressman Benzinger LaVelle psc
109 East Fourth Street,
Covington, KY 41011

After Recording, Return to:
Aaron E. Caskey, Esq.
Dressman Benzinger LaVelle psc
109 East Fourth Street,
Covington, KY 41011

OPEN-END LEASEHOLD MORTGAGE

(Notwithstanding anything to the contrary herein, enforcement of this mortgage is limited to a debt amount of Five Million Five Hundred Thousand Dollars (\$5,500,000) pursuant to Florida Statutes and Documentary Stamp Tax is computed based on such amount)

THIS OPEN-END MORTGAGE (herein "Instrument") is made this 19th day of August, 2022, between the Mortgagor, **HANGAR 3 KISSIMMEE, LLC**, a Florida limited liability company and **QUANTEM FBO GROUP - KISSIMMEE, LLC**, an Ohio limited liability company, each of whose address is 312 Elm Street, Suite 2200, Cincinnati, Ohio 45202 (collectively, herein "Borrower"), and the Mortgagee, **THE HUNTINGTON NATIONAL BANK**, a national banking association, whose address is 525 Vine Street, 20th Floor, Cincinnati, OH 45202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender for money loaned or to be loaned to Borrower and Kairos Aviation Group, LLC, an Ohio limited liability company and related entity of Borrower ("Debtor"), as evidenced by a certain Revolving Note and a certain Promissory Note as defined herein (herein collectively, "Note"):

WHEREAS, Debtor desires to enter into various interest rate swap transactions with Lender relating to the Note and other indebtedness of Debtor to Lender pursuant to the terms of various interest rate swap, cap, collar, floor, option, forward, or other type of interest rate protection, foreign exchange or derivative transactions agreements, including transactions pursuant to an International Swaps and Derivatives Association Master Agreement, entered into between Debtor and Lender, as the same may be amended from time to time (collectively "Swap Agreements") having estimated maximum credit exposure to Lender as defined herein..

NOW THEREFORE, to induce Lender to advance the proceeds of the loan evidenced by the Note and **TO SECURE TO LENDER** (a) the repayment of the indebtedness evidenced by the Note and any other note or notes given in replacement or substitution thereof, with interest thereon, and all renewals, extensions and modifications of all or any portion thereof; (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Instrument; and (c) the payment and/or performance of all obligations, covenants and agreements of Borrower or Debtor contained herein and in the Note, SWAP Agreements, and in all other agreements, certificates or any other instruments related to the Note; and (d) the

repayment of any and all debts, obligations or liabilities of every kind and description of Borrower or Debtor to Lender, now due or to become due, direct or indirect, absolute or contingent, presently existing or hereafter arising, joint or several, secured or unsecured, whether for payment or performance, regardless of how the same arise or by what instrument, if any, except that if such debts, liabilities or obligations shall be created in a "consumer credit transaction" as defined in Title I Consumer Credit Protection Act, 15 U.S.C.A. Sections 1601 et seq., as amended, or any successor federal statute containing substantially similar provisions, they shall not be secured by this Instrument, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby mortgage, grant, convey and assign to Lender the leasehold estate in the real estate located in Osceola County, Florida, and more particularly described on Exhibit A, and incorporated herein by reference, being the leasehold estate created by, and all of Borrower's right, title and interest as lessee in and to (i) that certain Kissimmee Gateway Airport Fixed Base Operator's Lease Agreement by and between The City of Kissimmee and Quantum FBO Group – Kissimmee, LLC dated September 24, 2015 and recorded on September 29, 2015 in Official Records Book 4848, Page 1316 of the Osceola County, Florida property records, (ii) that certain Lease by and between The City of Kissimmee and Ranger Aviation, Incorporated dated December 21, 2014, as evidenced by a Memorandum of Lease recorded on December 9, 2015 in Official Records Book 4882, Page 1903 of the Osceola County, Florida property records, as assigned to Hangar 3 Kissimmee, LLC ("Hangar 3") pursuant to that certain Assignment of Lease dated March 20, 2017, (iii) that certain Ground Lease Agreement by and between The City of Kissimmee and Ranger Aviation, Inc. dated April 19, 2005 and recorded on August 22, 2007 in Official Records Book 3548, Page 930 of the Osceola County, Florida property records, as assigned to Hangar 3 pursuant to that certain Assignment of Lease dated March 20, 2017, and (iv) that certain Ground Lease Agreement by and between The City of Kissimmee and Ranger Aviation, Inc. dated December 21, 2004 and recorded on August 22, 2007 in Official Records Book 3548, Page 863 of the Osceola County, Florida property records, as assigned to Hangar 3 pursuant to that certain Assignment of Lease dated March 13, 2017 (the foregoing and all amendments and assignments thereof are collectively referred to herein as the "Lease").

To the extent owned by Borrower, together with all buildings, improvements, structures and tenements now situated or hereafter erected on said premises, and all heretofore or hereafter vacated alleys and streets abutting said premises, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to said premises, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter owned and located in, on or about said premises, or used or intended to be used in connection with said premises, or intended and designated (wherever located) to be incorporated into the structure(s) situated on said premises, including without limitation fixtures and equipment for supplying or distributing heating, cooling, electricity, gas, water, sewage, air and light, elevators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, unattached rugs, carpet and other

1044771.2

attached floor coverings, furniture, furnishings, pictures, antennas, trees, plants and tools; and all permits, licenses and approvals necessary to construct and/or operate the improvements; all cash, accounts, rents, issues, profits and other income whether now existing or hereafter acquired; all proceeds or sums payable in lieu of or as compensation for the loss or damage to improvements or personal property or to the premises upon which the said property covered hereby is or may be located including without limitation the buildings or improvements now or hereafter located thereon, and all rights in and to all pertinent present and future fire, hazard, business interruption, rental interruption and other insurance policies maintained by Borrower on improvements, personal property or the premises; all payment and performance bonds received in connection with any construction or other matter and all rights thereunder; all plans, specifications, drawings, studies, surveys, appraisals and other similar work product; all contracts for design, architectural, engineering or construction services and all rights and claims thereunder; all other contract rights and agreements for the protection of property or services to or in connection with, or otherwise benefiting the foregoing property, including without limitation all management agreements and cable television agreements; all permits, licenses, variances, approvals and/or consents issued by any governmental entity, utility or other entity; all awards made by any public body or created by any competent jurisdiction for the taking or the degradation of value in any eminent domain proceedings, or purchase in lieu thereof; all of Borrower's interest and rights as lessor or lessee in and to all leases now or hereafter affecting the said premises or part thereof; all contracts for the sale of all or any portion of said real property and all contract rights relating to the purchase and maintenance of any equipment; all of which, including replacements and additions thereto, being hereby deemed a part of the premises encumbered by this Instrument and being hereinafter referred to as the "Property." Lender is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan evidenced by the Note secured hereby.

Borrower covenants that Borrower is lawfully seized of the leasehold estate hereby conveyed and the Lease is in full force and effect, that Borrower is the owner of the Property, and has the right to mortgage, grant, convey and assign the Property, that the Property is unencumbered except (a) encumbrances listed in the title report or title insurance policy delivered in conjunction herewith and acceptable to Lender; (b) encumbrances listed on Exhibit B attached hereto; and (c) taxes and assessments not yet due (collectively, "Permitted Encumbrances"), and that Borrower will warrant and defend generally the title to the Property against all claims and demands whatsoever except Permitted Encumbrances.

Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower and/or Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, the Swap Agreements, and all other sums secured by this instrument (herein "Indebtedness").
2. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender from Borrower and/or Debtor shall be applied by Lender against the Indebtedness in such order as Lender, at Lender's option, may determine.

3. **CHARGES; LIENS.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and other impositions attributable to the Property (herein collectively "Impositions"), by making payment, when due, directly to the payee thereof, or in such other reasonable manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien, encumbrance or other interest in the Property inferior to the lien of this Instrument to be perfected against the Property.

Notwithstanding the foregoing, Borrower shall have the right to contest any such lien or claim of any person supplying such labor or materials, provided, that such contest shall preclude enforcement of collection out of and from the sale of the Property in satisfaction of such lien, Borrower shall furnish Lender with a bond or other security satisfactory to Lender, and such contest shall not otherwise create a failure on the part of Borrower to comply with any other provisions or conditions hereof.

Upon the occurrence of any event of default under this Instrument, Lender may require Borrower to pay to Lender, in advance, such funds ("Funds") for Impositions which Lender shall reasonably deem necessary to protect Lender's Interests. Unless otherwise provided by applicable law, Lender, at Lender's option, may required Funds for Impositions to be paid by Borrower in a lump sum or in periodic installments. The Funds shall be held by Lender in a non-interest bearing account for the payment of such charges. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Instrument and shall be subject to the right of setoff.

4. **INSURANCE.**

(a) **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage," rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided herein, or by Borrower making payment, when due, directly to the carrier or in such other manner as Lender may designate in writing.

(b) **Federal Flood Insurance.** In the event the Director of the Federal Emergency Management Agency, at any time from the date herein until the Indebtedness is paid in full and terminated, deems the Project to be located in a special flood hazard area (herein "Flood Area") in accordance with the National Flood Insurance Act of 1968, as amended, Borrower agrees to obtain and maintain federal flood insurance on the Project in an amount greater than or equal to

the full unpaid principal sum due under the Indebtedness and any and all other Permitted Encumbrances on the Property, up to the maximum policy limits under the federal Flood Insurance Program or as otherwise required by Lender, within forty-five (45) days after notice is provided to Borrower by Lender that the Project is located in a Flood Area.

Borrower shall purchase a federal flood insurance policy for the Property under the federal Flood Insurance Program or from any carrier satisfactory to Lender in its sole and absolute discretion. Proof of such insurance shall be provided by Borrower to Lender, in form and manner satisfactory to Lender including, but not limited to, any and all receipts evidencing payment in full of any premiums thereon, within forty-five (45) days after receiving notice from Lender that the Project is located in a Flood Area, and Borrower shall maintain such insurance until the Indebtedness is paid in full and terminated.

Borrower hereby acknowledges and agrees that upon any failure of Borrower to obtain or maintain federal flood insurance as set forth above, Lender may purchase such insurance on the Project at the expense of Borrower which such expense, at the option of Lender, may be added to the Indebtedness. Borrower further acknowledges that if Lender purchases federal flood insurance due to any failure of Borrower, such insurance will only provide limited protection against physical damage to the Project up to an amount equal to the lesser of (a) the Indebtedness exclusive of any unearned interest, or (b) the value of the Property less any equity of Borrower; and may not provide any public liability or property damage indemnification nor meet the requirements of any financial responsibility laws. For purposes of obtaining federal flood insurance, Borrower authorizes Lender to provide to any person (including any insurance agent(s) or company) any and all information Lender deems necessary with regard to the Property, guarantor, the Indebtedness and/or other financial accommodations.

(c) **Applicable to All Insurance.** All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall name and endorse Lender as a standard loss payee. Any such policy shall provide that it will not be cancelled or modified without thirty (30) days prior written notice to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property; or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of or change the amount of any monthly installments of the Indebtedness. If the Property is sold pursuant hereto or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements thereon, in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvements now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind or pursuant to plans approved by Lender.

6. USE OF PROPERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property, or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (a) disbursement of

attorney's fees, (b) entry upon the Property to make repairs, and (c) procurement of satisfactory insurance as provided herein.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property.

9. **BOOKS AND RECORDS.** Borrower shall keep and maintain at all times complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Borrower shall furnish, upon Lender's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid.

10. **CONDEMNATION.** Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceedings unless otherwise directed by Lender in writing. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Instrument, whether or not then due, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of or change the amount of any required monthly installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

11. **BORROWER AND LIEN NOT RELEASED.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's

successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, agree in writing with Borrower to modify the rate of interest or period of amortization of the Note, or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for the payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and reasonable attorney's fees as may be incurred at Lender's option for any such action if taken at Borrower's request.

12. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument. Lender's receipt of any awards, proceeds or damages shall not operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

13. **ESTOPPEL CERTIFICATE.** Borrower shall, within ten (10) days of a written request from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of setoff, counterclaim or other defense which exists against such sums and the obligations of this Instrument.

14. **LEASES OF THE PROPERTY.** Borrower shall comply with and observe Borrower's obligations under all leases of the Property or any part thereof. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Unless otherwise directed by Lender, all leases of the Property shall specifically provide that such leases are subordinate to this Instrument; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request, that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written consent, execute, materially modify, surrender or terminate,

either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of one (1) year or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of setoff against rent, Borrower shall (a) take such steps as shall be reasonably calculated to prevent the accrual of any right to a setoff against rent, (b) notify Lender thereof and of the amount of said setoffs, and (c) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such right to setoff or take such other steps as shall effectively discharge such setoff and as shall assure that rents thereafter due shall continue to be payable without setoff or deduction.

Borrower does hereby assign to Lender all leases now existing or hereafter made of all or any part of the Property and all security deposits made by tenants in connection with such leases of the Property. Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sole discretion.

15. LEASEHOLD ESTATE. Borrower warrants and covenants that:

- (a) the Lease is a valid and subsisting lease of the real estate therein described and purported to be demised thereby, is in full force and effect in accordance with the terms thereof, and has not been modified, except such modifications of which Lender has received copies and approved and Borrower will comply, or cause compliance with, all terms of the Lease for which compliance Borrower is responsible;
- (b) there are no defaults under the Lease not heretofore waived by the parties thereto;
- (c) Borrower is the tenant under the Lease and the owner of the leasehold estate created thereby;
- (d) Borrower will not, without the prior written consent of Lender, modify, release, surrender or terminate the Lease or any other lease of the premises now in existence or hereafter created;
- (e) Borrower will deliver to Lender a copy of any notice or communication received or given by it in any way relating to or affecting the Lease; and
- (f) Borrower will extend the term of the Lease for as long as this Instrument remains in effect uncanceled.

16. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively in any order whatsoever.

17. **ACCELERATION IN CASE OF BORROWER'S INSOLVENCY.** If Borrower or any guarantor shall voluntarily file a petition under the Federal Bankruptcy Code, as such Code may from time to time be amended, or under any similar or successor Federal Statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or failure to pay debts as they come due, or if Borrower or any guarantor shall fail within sixty (60) days to obtain a vacation, stay or dismissal of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower or any guarantor, or if an order for relief under the Federal Bankruptcy Code shall be entered against the Borrower or any guarantor, or if a trustee, receiver or custodian shall be appointed for Borrower or any guarantor or for any property of any of them, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower or any guarantor shall make an assignment for the benefit of creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's or any guarantor's assets and such seizure is not discharged within sixty (60) days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower or any guarantor, and Lender may invoke any remedies permitted by this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument.

18. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER; ASSUMPTION.** On sale, encumbrance or transfer of all or any part of the Property, or any interest therein, or of any beneficial interest in Borrower, if Borrower is an unnatural person, without Lender's prior written consent, Lender may at Lender's option declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies provided herein. This option shall not apply in case of: (a) transfers or dispositions pursuant to replacement or repair in accordance herewith of fixtures and equipment; (b) transfers or dispositions pursuant to the laws of testate or intestate succession provided the lien of this Instrument is not affected thereby; or (c) leases permitted hereunder.

19. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address as shown on Lender's records or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's principal place of business as provided above or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

20. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, successors and assigns of Lender and Borrower, subject to the provisions herein. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein,

Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

21. **GOVERNING LAW; SEVERABILITY.** This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Instrument which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument are declared to be severable.

22. **WAIVER OF STATUTE OF LIMITATIONS.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any obligation secured by this Instrument.

23. **WAIVER OF MARSHALLING.** In the event of foreclosure of the lien of this Instrument, the Property may be sold in one or more parcels or as an entirety as Lender may elect. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

24. **ACCELERATION; REMEDIES.** Upon an event of default under the Note or under the terms of this Instrument, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceedings and may invoke any other remedies permitted by applicable law or as provided herein. Lender shall be entitled to collect all costs and expenses reasonably incurred in pursuing such remedies, including, but not limited to costs of documentary evidence, abstracts and title reports, court costs and reasonable attorneys' fees. Notwithstanding anything to the contrary contained herein, or elsewhere expressed or implied, collection of the obligation secured hereunder through the forced sale of the real property which is subject to this Mortgage is limited to \$ 5,500,000.00.

25. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past due or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable; together with any liens securing such rents or revenues whether arising by contract, statute or common law. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and hereby

directs each tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Instrument in the order provided herein with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts, or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than one month prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request.

Upon an event of default as defined in the Loan and Security Agreement between Borrower and Lender dated of even date herewith (the "Loan Agreement"), Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such

receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant herein. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note.

Any entering upon and taking and maintaining control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or as provided herein. This assignment of rents shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

26. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall discharge this Instrument. Borrower shall pay Lender's costs incurred in discharging this Instrument.

27. NOTE, SWAP AGREEMENTS. As used herein, the term "Note" shall mean, collectively, (a) a certain Revolving Note, between Lender and Debtor, dated of even date, in the face principal amount of \$500,000 providing for periodic payments of principal and/or interest, with the balance of the indebtedness, if not sooner paid, due and payable on the 1st day of September, 2023; and (b) a certain Promissory Note, between Debtor and Lender, dated of even date, in the face principal amount of \$10,000,000 providing for periodic payments of principal and/or interest, with the balance of the indebtedness, if not sooner paid, due and payable no later than the 1st day of September, 2027. The estimated maximum credit exposure to Lender under the Swap Agreements is \$1,009,197.10.

28. WAIVER OF EXEMPTION. To the extent permitted by law with respect to the Indebtedness secured hereby or any renewals or extensions thereof, Borrower waives and

renounces any and all homestead and exemption rights, as well as the benefit of all valuation and appraisal privileges, and stay, redemption and moratoriums under and by virtue of the constitution and laws of the state wherein the Property is located, and of any other state or the United States, now existing or hereafter enacted.

29. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT; FIXTURE FILING.

- (a) In addition to being an open-end mortgage and assignment of rents, this Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code ("UCC") for any of the items specified above as part of the Property which under applicable law, may be subject to a security interest pursuant to the UCC (collectively, the "Chattels"), and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower authorizes Lender to file any financing statements, as well as extension, renewals and amendments thereof, and reproductions of this Instrument in any office and in such form as Lender may deem necessary or desirable to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the UCC any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, may also invoke the remedies provided in this Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the UCC or of the remedies provided in this Instrument.
- (b) **Fixture Filing.** This Instrument shall constitute a security agreement under Article 9 of the UCC with respect to the Chattels covered by this Instrument. Borrower and Lender agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Fixtures" here are, or are to become, fixtures on the real estate which is included within the Property; (ii) this Instrument, upon recording in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-334 and 9-502 of the UCC; (iii) the address of the Borrower and Lender as "Debtor" and "Secured

Party," respectively, are as set forth in the introductory paragraph of this Instrument; and (iv) a carbon, photographic, or other reproduction of this Instrument, or of any financing statement relating hereto, shall be sufficient for filing purposes.

30. HAZARDOUS SUBSTANCES. Borrower hereby covenants and agrees with Lender that the following terms shall have the following meanings:

"Environmental Laws" mean all federal, state and local laws, statutes, ordinances and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives with respect thereto.

"Hazardous Substance" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), or any other applicable Environmental Laws.

"Indemnitee" means Lender, its participants in the Loan evidenced by the Note and all subsequent holders of this Instrument, their respective successors and assigns, their respective officers, directors, employees, agents, representatives, contractors and subcontractors and any subsequent owner of the Property who acquires title thereto from or through Lender.

"Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), and the regulations promulgated thereunder.

Borrower represents and warrants to Lender that, to its knowledge after due investigation: (a) the Property is not being and has not been used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance in violation of any Environmental Laws; (b) the Property does not contain any Hazardous Substances in violation of any Environmental Laws; (c) there has been no Release of any Hazardous Substance on, at or from the Property or any property adjacent to or within the immediate vicinity of the Property and Borrower has not received any form of notice or inquiry with regard to such a Release or the threat of such a Release; (d) no event has occurred with respect to the Property which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Laws; (e) there are no agreements or orders or directives of any federal, state or local governmental agency or authority relating to the Property which require any work, repair, construction, containment, clean up, investigations, studies, removal or other remedial action with respect to the Property; and (f) there are no

actions, suits, claims or proceedings, pending or threatened, which seek any remedy that arises out of the condition, ownership, use, operation, sale, transfer or conveyance of the Property and (i) a violation or alleged violation of any applicable Environmental Laws, (ii) the presence of any Hazardous Substance or a Release of any Hazardous Substance or the threat of such a Release, or (iii) human exposure to any Hazardous Substance.

Borrower covenants and agrees with Lender as follows:

(a) Borrower shall keep, and shall cause all operators, tenants, subtenants, licensees and occupants of the Property to keep the Property free of all Hazardous Substances, except for Hazardous Substances stored, treated, generated, transported, processed, handled, produced or disposed of in the normal operation of the Property in accordance with all Environmental Laws.

(b) Borrower shall comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Property to comply with, all Environmental Laws.

(c) Borrower shall promptly provide Lender with a copy of all notifications which Borrower gives or receives with respect to any past or present Release of any Hazardous Substance or the threat of such a Release on, at or from the Property or any property adjacent to or within the immediate vicinity of the Property.

(d) Borrower shall undertake and complete all investigations, studies, sampling and testing for Hazardous Substances required by Lender and, in accordance with all Environmental Laws, all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Property in violation of any Environmental Laws.

(e) Lender shall have the right, but not the obligation, to cure any violation by Borrower of the Environmental Laws and Lender's cost and expense to so cure shall be secured by this Instrument.

Borrower covenants and agrees, at its sole cost and expense, to indemnify, defend and save harmless Indemnitee from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Indemnitee arising out of the condition, ownership, use, operation, sale, transfer or conveyance of the Property and (a) the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance; (b) the presence of any Hazardous Substance or a Release of any Hazardous Substance or the threat of such a Release; (c) human exposure to any Hazardous Substance; (d) a violation of any Environmental Laws; or (e) a material misrepresentation or inaccuracy in any representation or warranty or material breach of or failure to perform any covenant made by Borrower herein (collectively the "Indemnified Matters").

The liability of Borrower to Indemnitee hereunder shall in no way be limited, abridged, impaired or otherwise affected by (a) the repayment of all sums and the satisfaction of all obligations of Borrower under the Note, this Instrument or other loan documents, (b) the foreclosure of this Instrument or the acceptance of a deed in lieu thereof, (c) any amendment or modification of the Note, this Instrument or other loan documents by or for the benefit of Borrower or any subsequent owner of the Property, (d) any extensions of time for payment or performance required by any of the Note, this Instrument or other loan documents, (e) the release or discharge of this Instrument or of Borrower, any guarantor of the loan evidenced by the Note or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Note, this Instrument or other loan documents whether by Lender, by operation of law or otherwise, (f) the invalidity or unenforceability of any of the terms or provisions of the Note, this Instrument or other loan documents, (g) any exculpatory provision contained in the Note, this Instrument or other loan documents limiting Lender recourse to property encumbered by this Instrument or to any other security or limiting Lender rights to a deficiency judgment against Borrower, (h) any applicable statute of limitations, (i) the sale or assignment of the Note or this Instrument, (j) the sale, transfer or conveyance of all or part of the Property, (k) the dissolution or liquidation of Borrower, (l) the death or legal incapacity of Borrower, (m) the release or discharge, in whole or in part, of Borrower in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, or (n) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Borrower under the Note or this Instrument.

The foregoing indemnity shall be in addition to any and all other obligations and liabilities Borrower may have to Lender at common law.

31. APPRAISAL OF THE PROPERTY. If an Event of Default, as defined in the Loan Agreement, has occurred and Lender reasonably believes that the value of the premises has reduced, Lender shall have the right to request an appraisal of the real property compiled by an appraiser selected by the Lender. Borrower shall reimburse Lender or any such appraisal. Borrower shall cooperate with Lender's appraiser in providing reasonable access to the real property and such other information as Lender and/or such appraiser reasonably requires for purposes of completing the appraisal. Any such appraisal shall be of the property of Borrower.

Moreover, if any such appraisal demonstrates that there has been a material decline in the value of the Property such that the loan to value ratio (as defined below) no longer meets Lender's underwriting requirements, Lender reserves the right to demand from Borrower a principal reduction payment in an amount sufficient to reduce the loan to value ratio to meet such guidelines. Failure of the Borrower to make such payment within sixty (60) days after demand therefore shall be an additional event of default under this Instrument. As used herein, "loan to value ratio" means the ratio of (a) the then outstanding Indebtedness to (b) the then "as is" appraised value of the Property.

[Signature and Notary page immediately follows.]

IN WITNESS WHEREOF, Borrower has executed this Instrument.

HANGAR 3 KISSIMMEE, LLC,
a Florida limited liability company

BY: [Signature]

Print: Ken Allison

Title: President

STATE OF Florida §
COUNTY OF Lee §

Before me, the undersigned Notary Public, personally appeared Kenneth Allison, the President of HANGAR 3 KISSIMMEE, LLC, a Florida limited liability company, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 DAY OF August, 2022.

(SEAL)



ARCELIA ANGUIANO
Commission # GG 318917
Expires April 30, 2023
Bonded Thru Budget Notary Services

NOTARY PUBLIC

My Commission Expires: April 30, 2023

[Signature and Notary page immediately follows.]

QUANTEM FBO GROUP - KISSIMMEE, LLC,
an Ohio limited liability company

BY: [Signature]
Print: KEN ALLISON
Title: PRESIDENT

STATE OF Florida §
COUNTY OF WFL §

Before me, the undersigned Notary Public, personally appeared Kenneth Allison the PRESIDENT of QUANTEM FBO GROUP - KISSIMMEE, LLC, an Ohio limited liability company for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY
OF August, 2022.

(SEAL)



ARCELIA ANGUIANO
Commission # GG 318917
Expires April 30, 2023
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC

My Commission Expires: April 30, 2023

THIS INSTRUMENT WAS PREPARED BY:

AARON E. CASKEY
Dressman Benzinger LaVelle psc
Attorneys-at-Law
109 East Fourth Street,
Covington, KY 41011
(859) 426-2129

Kairos Aviation - Open-End Leasehold Mortgage (\$10m Term - \$500k Revolver) – 2022
1044771.2

LESSOR'S ACKNOWLEDGEMENT AND CONSENT

The undersigned, lessor under the Lease described herein, hereby acknowledges receipt of a copy of the foregoing Open-End Leasehold Mortgage and hereby consents to the transactions contemplated therein. Anything in the Lease to the contrary notwithstanding, the undersigned further agrees that Lender, shall not by reason of the foregoing Instrument or otherwise be deemed to have assumed any duties or obligations of Borrower or Debtor, nor shall Lender be responsible in any way for the performance by Borrower or Debtor of any of the terms, conditions, covenants, or agreements therein contained.

CITY OF KISSIMMEE, FLORIDA

BY: _____
Print Name: _____
Title: _____

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, personally appeared _____, the _____ of **CITY OF KISSIMMEE, FLORIDA**, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. No oath or affirmation was administered to the signer with regard to the notarial act.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

(SEAL)

NOTARY PUBLIC
My Commission Expires: _____

Kairos Aviation - Open-End Leasehold Mortgage (\$10m Term - \$500k Revolver) – 2022

EXHIBIT A
(Legal Description)

PARCEL W-7 (Hangar 1):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN NORTH 00°50'16" WEST, ALONG THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF SECTION 19, 675.35 FEET; RUN THENCE NORTH 89°40'14" EAST, 641.28 FEET; RUN THENCE NORTH 00°50'16" WEST, 843.00 FEET; RUN THENCE NORTH 89°40'14" EAST, 693.17 FEET; RUN THENCE NORTH 00°50'16" WEST, 68.72 FEET; RUN THENCE SOUTH 89°51'04" EAST, ALONG THE NORTH LINE OF PARCELS W1-W4, KISSIMMEE MUNICIPAL AIRPORT, 520.07 FEET TO THE NORTHEAST CORNER OF PARCEL W-4, KISSIMMEE MUNICIPAL AIRPORT; RUN THENCE SOUTH 00°50'16" EAST, ALONG THE EAST LINE OF AFORESAID PARCEL W-4, 358.01 FEET; RUN THENCE SOUTH 89°51'04" EAST, 118.0 FEET TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED PARCEL; RUN THENCE SOUTH 00°42'23" WEST, 220.60 FEET; RUN THENCE SOUTH 89°17'37" EAST, 242.32 FEET TO THE POINT OF CURVATURE OF A 33.29 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 122°06'59"; RUN THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 70.95 FEET TO THE POINT OF TANGENCY; RUN THENCE NORTH 31°24'36" WEST, 202.13 FEET; RUN THENCE NORTH 89°51'04" WEST, 20.0 FEET TO THE POINT OF CURVATURE OF 60.0 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 101°42'18"; RUN THENCE NORTHWESTERLY, ALONG ARC OF SAID CURVE, 108.51 FEET (CHORD BEARING NORTH 89°51'04" WEST CHORD = 93.06 FEET); THENCE DEPARTING SAID CURVE, NORTH 89°51'04" WEST, 50.0 FEET TO THE POINT OF BEGINNING.

PARCEL W-9 (Hangar 6):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL W6, RUN THENCE SOUTH 89°51'04" EAST, A DISTANCE OF 422.04 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL W6; THENCE SOUTH 89°17'37" EAST ALONG THE SOUTH LINE OF PARCEL W7, A DISTANCE OF 83.97 FEET; THENCE LEAVING SAID SOUTH LINE OF PARCEL W7 RUN SOUTH 00°08'56" WEST, A DISTANCE OF 124.18 FEET; THENCE NORTH 89°50'57" WEST, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°08'56" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 89°50'59" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 00°08'56" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°50'57" EAST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

PARCEL W-10 (Hangar 5):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL W6, RUN THENCE SOUTH 89°51'04" EAST, A DISTANCE OF 422.04 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL W6; THENCE SOUTH 89°17'37" EAST ALONG THE SOUTH LINE OF PARCEL W7, A DISTANCE OF 83.97 FEET; THENCE LEAVING SAID SOUTH LINE OF PARCEL W7 RUN SOUTH 00°08'56" WEST, A DISTANCE OF 124.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°08'56" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 89°50'59" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 00°08'56" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°50'57" EAST, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

PARCEL W-11 (Fuel Farm Site):

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°50'16" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 675.35 FEET; THENCE RUN NORTH 89°40'14" EAST, A DISTANCE OF 641.28 FEET; THENCE RUN NORTH 00°50'16" WEST, A DISTANCE OF 843.00 FEET; THENCE RUN NORTH 89°40'14" EAST, A DISTANCE OF 693.17 FEET; THENCE RUN NORTH 00°50'16" WEST, A DISTANCE OF 68.72 FEET; TO A POINT ON THE NORTH LINE OF PARCELS W1 - W4; THENCE RUN SOUTH 89°51'04" EAST, ALONG THE NORTH LINE, A DISTANCE OF 520.07 FEET TO THE NORTHEAST CORNER OF PARCEL W4; THENCE RUN SOUTH 00°50'16" EAST, ALONG THE EAST LINE OF SAID PARCEL W4, A DISTANCE OF 358.01 FEET TO A POINT ON THE NORTH LINE OF PARCEL W6; THENCE RUN SOUTH 89°51'04" EAST, A DISTANCE OF 118.00 FEET TO THE NORTHEAST CORNER OF PARCEL W6; THENCE RUN SOUTH 00°42'23" WEST, A DISTANCE OF 220.60 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL W6; THENCE RUN SOUTH 89°17'37" EAST, A DISTANCE OF 83.97 FEET; THENCE RUN SOUTH 00°08'56" WEST, A DISTANCE OF 124.18 FEET TO THE NORTHWEST CORNER OF PARCEL W11, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°08'56" WEST ALONG THE WEST LINE OF SAID PARCEL W11, A DISTANCE OF 139.93 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°54'04" EAST, A DISTANCE OF 70.08 FEET; THENCE RUN NORTH 00°05'56" EAST, A DISTANCE OF 139.87 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL W11; THENCE RUN NORTH 89°51'04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 69.95 FEET TO THE POINT OF BEGINNING.

PARCEL W-20 (Hangar 8):

A parcel of land being a portion of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 19, Township 25 South, Range 29 East, Osceola County, Florida; thence run N 00°50'16" W, along the West line of the Southeast 1/4 of Section 19, a distance of 675.35 feet; run thence N 89°40'14" E, a distance of 641.28 feet; thence run N 00°50'16" W, a distance of 843.00 feet; thence run N 89°40'14" E, a distance of 693.17 feet; thence run N 00°50'16" W, a distance of 68.72 feet; to a point on the North line of Parcels W1 - W4; thence run S 89°51'04" E, along the North line, a distance of 520.07 feet to the Northeast corner of Parcel W4; thence run S 00°50'16" E, along the East line of said Parcel W4, a distance of 358.01 feet to a point on the North line of Parcel W6; thence run S 89°51'04" E, a distance of 118.00 feet to the Northeast corner of Parcel W6; thence run S 00°42'23" W, a distance of 220.60 feet to the Southeast corner of said Parcel W6; thence run S 89°17'37" E, a distance of 83.97 feet; thence run S 00°08'56" W, a distance of 124.18 feet to the Northwest corner of Parcel W11; thence run S 89°51'04" E, along the North line of Parcel 11, a distance of 69.95 feet to the Point of Beginning; thence continue S 89°51'04" E, a distance of 130.95 feet; thence run S 31°59'01" E, a distance of 170.00 feet; thence run S 58°00'59" W, a distance of 220.00 feet; thence run N 31°59'01" W, a distance of 48.38 feet; thence run N 89°51'04" W, a distance of 78.39 feet; thence run N 00°08'56" E, a distance of 80.07 feet; thence run S 89°54'04" E, a distance of 70.08 feet; thence run N 00°05'56" E, a distance of 139.87 feet to the Point of Beginning.

PARCEL W-5 (Hangar 4):

A parcel of land being a portion of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida; thence run N00°50'16"W along the West line of the Southeast 1/4 of said Section 19, a distance of 675.35 feet; thence run N89°40'14"E, a distance of 641.28 feet; thence run N00°50'16"W, a distance of 843.00 feet; thence run N89°40'14"E, a distance of 693.17 feet; thence run N00°50'16"W, a distance of 68.72 feet to a point on the North line of Parcels W1 - W4; thence run S89°51'04"E along said North line, a distance of 520.07 feet to the Northeast corner of Parcel W4; thence run S00°50'16"E along the East line of said Parcel W4, a distance of 358.01 feet; thence run N89°51'04"W, a distance of 34.50 feet; thence continue N89°51'04"W, a distance of 120.00 feet to the Point of Beginning; thence run S00°08'51"W, a distance of 220.59 feet; thence run N89°51'04"W, a distance of 151.67 feet; thence run N00°42'23"E, a distance of 220.60 feet; thence run S89°51'04"E, a distance of 149.52 feet to the Point of Beginning.

PARCEL W-15 (Hangar 9):

That part of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 19, Township 25 South, Range 29 East, run N00°50'16"W, along the West line of aforesaid Southeast 1/4 of Section 19, a distance of 675.35 feet; thence N89°40'14"E, 641.28 feet; thence N00°50'16"W, 843.00 feet; thence N89°40'14"E, 693.17 feet; thence N00°50'16"W, 68.72 feet; thence S89°51'04"E, along the North line of Parcels W1-W4, Kissimmee Municipal Airport, a distance of 520.07 feet to the Northeast corner of Parcel W4, Kissimmee Municipal Airport; thence S00°50'16"E, along the East line of aforesaid Parcel W4, 358.01 feet to a point on the North line of Parcel W6, Kissimmee Municipal Airport; thence S89°51'04"E, 118.00 feet to the Northeast corner of Parcel W6; thence S00°42'23"W, along the East line of said Parcel W6, a distance of 220.60 feet to the Southeast corner of said Parcel W6; run thence S89°17'37"E, along the South line of Parcel W7, a distance of 83.97 feet; thence S00°08'56"W, a distance of 344.18 feet; thence S89°50'59"E, a distance of 200.57 feet; thence S00°00'00"W, a distance of 259.88 feet to the Point of Beginning; thence N90°00'00"E, a distance of 172.63 feet; thence S00°00'00"E, a distance of 192.44 feet; thence S58°25'42"W, a distance of 22.05 feet; thence N90°00'00"W, a distance of 206.63 feet; thence North 00°00'00"E, a distance of 172.08 feet; thence N58°50'48"E, a distance of 61.68 feet to the Point of Beginning.

PARCEL W-19: (Hangar 3)

A parcel of land being a portion of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida; thence run N00°50'16"W along the West line of the Southeast 1/4 of said Section 19, a distance of 675.35 feet; thence run N89°40'14"E, a distance of 641.28 feet; thence run N00°50'16"W, a distance of 843.00 feet; thence run N89°40'14"E, a distance of 693.17 feet; thence run N00°50'16"W, a distance of 68.72 feet to a point on the North line of Parcels W1 - W4; thence run S89°51'04"E along said North line, a distance of 520.07 feet to the Northeast corner of Parcel W4; thence run S00°50'16"E along the East line of said Parcel W4, a distance of 358.01 feet; thence run N89°51'04"W, a distance of 34.50 feet to the Point of Beginning; thence run S00°08'51"W, a distance of 220.59 feet; thence run N89°51'04"W, a distance of 120.00 feet; thence run N00°08'51"E, a distance of 220.59 feet; thence run S89°51'04"E, a distance of 120.00 feet to the Point of Beginning.

EXHIBIT B

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
2. Nothing in this Commitment/Policy should be construed as insuring access by any means other than the Ingress and Egress Privilege as set forth in the Leases described in Schedule A. Notwithstanding anything herein to the contrary, this Commitment/Policy does not insure the exact location of said Ingress and Egress Privilege.
3. Covenants, conditions and restrictions set forth in Quitclaim Deed and Surrender of Lease recorded in Deed Book 124, Page 382 and Supplemental Quitclaim Deed recorded in Deed Book 126, Page 295, as partially released in Official Records Book 43, Page 440.
4. Reformed and Amended Interlocal Agreement by and between the City of Kissimmee, and Osceola County, recorded in Official Records Book 1868, Page 1146 and re-recorded in Official Records Book 1918, Page 2582.
5. Tohopekaliga Water Authority Water and Wastewater System Developer's Service Agreement between Ranger Aviation Incorporated, as Developer, and Tohopekaliga Water Authority, Special District, recorded November 20, 2006 in Official Records Book 3336, Page 2563; and Amendment thereto recorded October 25, 2007 in Official Records Book 3584, Page 382.
6. Terms and conditions of the Ground Lease Agreement by and between The City of Kissimmee, Lessor, and Ranger Aviation, Inc., a Florida corporation, Lessee, dated December 21, 2004, recorded August 22, 2007 in Official Records Book 3548, Page 863; Amendment to Ground Lease dated December 21, 2014, recorded May 14, 2015 in Official Records Book 4779, Page 240; as affected by Assignment Consent and Assumption of Kissimmee Gateway Airport Lease Agreements recorded March 7, 2017 in Official Records Book 5113, Page 1250. A Memorandum of the original lease having been recorded February 15, 2005 in Official Records Book 2703, Page 2798; as affected by Assignment, Consent and Assumption of Leasehold Interest recorded June 27, 2018 in Official Records Book 5357, Page 2602 and Assignment, Consent and Assumption of Leasehold Interest recorded June 27, 2018 in Official Records Book 5357, Page 2607 and Assignment, Consent and Assumption of Leasehold Interest recorded June 27, 2018 in Official Records Book 5357, Page 2612. (as to Parcel W-5 Hangar 4)
7. Terms and conditions of the Ground Lease Agreement by and between the City of Kissimmee, Lessor and Ranger Aviation, Inc., Lessee, dated April 19, 2005, recorded August 22, 2007 in Official Records Book 3548, Page 930; as affected by Assignment Consent and Assumption of Kissimmee Gateway Airport Lease Agreements recorded March 7, 2017 in Official Records Book 5113, Page 1250, as affected by Assignment, Consent and Assumption of Leasehold Interest recorded June 27, 2018 in Official Records Book 5357, Page 2602 and Assignment, Consent and Assumption of Leasehold Interest recorded June 27, 2018 in Official Records Book 5357, Page 2607 and Assignment, Consent and Assumption of Leasehold Interest recorded June 27, 2018 in Official Records Book 5357, Page 2612. (as to Parcel W-15 Hangar 9)

8. Tohopekaliga Water Authority Water and Wastewater System Developer's Service Agreement between Ranger Aviation Inc, as Developer, and Tohopekaliga Water Authority, Special District, recorded October 25, 2007 in Official Records Book 3584, Page 302.
9. Easement Deed to Kissimmee Utility Authority, recorded June 17, 2008 in Official Records Book 3700, Page 2845.
10. Terms and Conditions of the Kissimmee Gateway Airport Fixed Base Operator's Lease Agreement by and between The City of Kissimmee, a Florida municipal corporation, as lessor, and Quantem FBO Group - Kissimmee, LLC, an Ohio limited liability company , as lessee, dated September 24, 2015; recorded September 29, 2015 in Official Records Book 4848, Page 1316.
11. Terms and conditions of the Lease by and between the City of Kissimmee, Lessor and Ranger Aviation, Incorporated, Lessee, dated December 21, 2014, as disclosed by Memorandum of Lease recorded December 9, 2015 in Official Records Book 4882, Page 1903; as affected by Assignment Consent and Assumption of Kissimmee Gateway Airport Lease Agreements recorded March 7, 2017 in Official Records Book 5113, Page 1250; as affected by Assignment, Consent and Assumption of Kissimmee Gateway Airport Lease Agreements recorded June 27, 2018 in Official Records Book 5357, Page 2602 and Assignment, Consent and Assumption of Leasehold Interest recorded June 27, 2018 in Official Records Book 5358, Page 1042. (as to Parcel W-19 Hangar 3)
12. Unrecorded sub-lease by Aerostar Training Services, LLC, a Florida limited liability company as evidenced by UCC Financing Statement recorded August 23, 2017 in Official Records Book 5198, Pages 1670 and as continued by UCC Financing Statement Amendment recorded April 28, 2022 in Official Records Book 6203, Page 621 and UCC Financing Statement recorded August 23, 2017 in Official Records Book 5198, Page 1673 and as continued by UCC Financing Statement Amendment recorded April 28, 2022 in Official Records Book 6203, Page 622 and as evidenced by UCC Financing Statement recorded December 21, 2018 in Official Records Book 5453, Page 830 and UCC Financing Statement recorded January 22, 2019 in Official Records Book 5465, Page 2823.
13. Unrecorded sub-lease by Centurion Leasing, LLC and Aerostar Training Services, LLC, as evidenced by UCC Financing Statement recorded October 30, 2017 in Official Records Book 5232, Page 29.
14. Unrecorded sub-lease by CCG 320-19, LLC and Aerostar Training Services, LLC, as evidenced by UCC Financing Statement recorded January 2, 2020 in Official Records Book 5650, Page 2813.

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (the "Assignment") is made and entered into as of this _____ day of _____, 2022 by and between **HANGAR 3 KISSIMMEE, LLC**, a Florida limited liability company and **QUANTEM FBO GROUP – KISSIMMEE, LLC**, an Ohio limited liability company (collectively, "Assignor"), and **THE HUNTINGTON NATIONAL BANK**, a national association ("Lender").

WITNESSETH:

A. Assignor is justly indebted to Lender for money loaned or to be loaned to Assignor as evidenced by Assignor's notes each dated of even date herewith (collectively, the "Note") which Note is secured by a Leasehold Mortgage on the Property (as defined herein), said mortgage being in the amount of **FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000.00)**.

B. Assignor is the lessee of certain real property, consisting of terminal facility space located in Osceola County, Florida, as described on the Exhibit A attached hereto (the "Property"), pursuant to (i) that certain Kissimmee Gateway Airport Fixed Base Operator's Lease Agreement by and between The City of Kissimmee and Quantem FBO Group – Kissimmee, LLC dated September 24, 2015 and recorded on September 29, 2015 in Official Records Book 4848, Page 1316 of the Osceola County, Florida property records, (ii) that certain Lease by and between The City of Kissimmee and Ranger Aviation, Incorporated dated December 21, 2014, as evidenced by a Memorandum of Lease recorded on December 9, 2015 in Official Records Book 4882, Page 1903 of the Osceola County, Florida property records, as assigned to Hangar 3 Kissimmee, LLC ("Hangar 3") pursuant to that certain Assignment of Lease dated March 20, 2017, (iii) that certain Ground Lease Agreement by and between The City of Kissimmee and Ranger Aviation, Inc. dated April 19, 2005 and recorded on August 22, 2007 in Official Records Book 3548, Page 930 of the Osceola County, Florida property records, as assigned to Hangar 3 pursuant to that certain Assignment of Lease dated March 13, 2017, and (iv) that certain Ground Lease Agreement by and between The City of Kissimmee and Ranger Aviation, Inc. dated December 21, 2004 and recorded on August 22, 2007 in Official Records Book 3548, Page 863 of the Osceola County, Florida property records, as assigned to Hangar 3 pursuant to that certain Assignment of Lease dated March 13, 2017 (the foregoing and all amendments and assignments thereof are collectively referred to herein as the "Lease").

C. Assignor is executing this Assignment to assign all of its right, title and interest in the Lease to Lender and to subject the Property to the lien and all the terms and conditions hereof.

NOW THEREFORE, for and in consideration of the extensions of credit evidenced by the Note, and Assignor desiring to secure payment of said indebtedness and Note by this Assignment, and further desiring to secure Lender in the payment and performance of all other covenants and conditions undertaken by Assignor in any and all other instruments and agreements heretofore or hereafter executed by Assignor in connection with the instant loan transactions, including the Loan and Security Agreement between Assignor and Lender dated of even date herewith (the "Loan Agreement"), and the loan documents referred to therein and for the purpose of securing payment of said indebtedness and the Note evidencing same and reducing or paying

the amounts (both principal and interest) due or to become due from time to time thereon, and discharging each and every obligation imposed on Assignor by the Note secured hereby and by all other instruments executed in connection with the instant loan, Assignor does hereby unconditionally assign, transfer and set over to Lender all rights, title, revenues, rents, profits and interest of Assignor in, to and under the Lease.

Assignor hereby warrants to Lender that Assignor has not executed any prior assignment of the Lease, and the Lease is the only lease of the Property now in existence. Assignor further warrants that it has not performed any act or executed any other instrument which might prevent Lender from exercising its rights and remedies under any of the terms and conditions of this Assignment or which would limit Lender in such exercise; and no default exists by any party to or under the Lease.

Assignor hereby agrees, for so long as the aforesaid indebtedness or obligation or any part thereof shall remain unpaid or unperformed: promptly after execution, to furnish Lender with the original Lease and originals of any modifications or extensions thereto; to perform all covenants and agreements on its part to be performed under the Lease, so as not to permit a cancellation thereof; not to make any other assignment, pledge or other disposition of the Lease, or of any such rents or revenues, or consent to an assignment of any party's interest under the Lease, without having obtained the prior written consent of Lender by its duly authorized officer. Any such acts, if done without the consent of Lender as aforesaid, shall be null and void.

While this is a present assignment, Lender's right to exercise any of its rights and remedies hereunder is conditioned upon the occurrence and continuance of an Event of Default ("Event of Default") under the Loan Agreement. If an Event of Default should occur, Lender may immediately collect such payments and rents as they become due, and apply the same, less Lender's cost and expense of collection thereof, to payment of any or all indebtedness (both principal and interest) secured hereby then remaining unpaid, and Lender may further elect to act in all respects as Assignor might under the Lease. The foregoing may be enforced in conjunction with or independent of any foreclosure action, and with or without application to a court of competent jurisdiction.

Upon the occurrence or continuance of an Event of Default, demand on any lessee or any other person by Lender for the payment to Lender of any sum due Assignor under the Lease, or otherwise, shall be sufficient to warrant to any such lessee or other person that such payment may be made to Lender without the necessity for further consent by Assignor or independent investigation by such lessee, and Assignor hereby grants its power of attorney to Lender for such purpose, said power being coupled with an interest and irrevocable for the term hereof.

Assignor agrees to reimburse Lender for its reasonable costs and attorney's fees incurred by reason of the exercise of any of the remedies provided in this Assignment and to indemnify and save Lender wholly harmless from and against any and all loss, costs, liability or other expense, including reasonable attorneys' fees, incurred by Lender as a result of the negligent acts or omissions of Assignor with respect to any undertaking by Assignor to perform or discharge any terms, covenants or agreements relative to the Lease. Assignor agrees that Lender's reasonable attorneys' fees, court costs, and other expenses incurred in connection with its enforcement of the remedies herein provided or for which Assignor may become liable pursuant to this Assignment shall be secured hereby and shall bear interest until paid at an annual rate equal to three percent

(3%) in excess of the interest rate then charged by Lender on the principal of the Note. Assignor shall reimburse Lender immediately upon demand, and Assignor's failure to do so within five (5) days after written notice thereof by Lender to Assignor shall constitute an Event of Default hereunder. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property, nor the carrying out of any of the terms and conditions of the Lease, on Lender.

The invalidity or unenforceability of any one or more phrases, sentences, clauses or paragraphs of this instrument shall not affect the validity or enforceability of the remaining portions of this instrument, or of any part hereof.

This Assignment shall remain in full force and effect for as long as any sum or obligation owing to Lender under the Note secured hereby or under any other loan document remains unpaid or unperformed in whole or in part. Upon payment of the aforesaid indebtedness and performance of all other obligations under the aforesaid loan documents, this Assignment shall be null and void and same shall be released of record by Lender, at Assignor's expense.

This Assignment is supplementary to and not in substitution for or in derogation of the powers granted Lender in the Loan Agreement.

This Assignment is made and delivered in the State of Ohio and shall be construed in accordance with the laws of the State of Ohio.

Assignor will, at the cost of Assignor and without expense to Lender, do, execute, acknowledge and deliver all such further acts as Lender shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the lien of this Assignment including using its best efforts to obtain any approvals of this Assignment by third parties.

Any notice required or permitted to be given pursuant to the terms of this Assignment shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent via certified mail, return receipt requested, to the address of Assignor or Lender, respectively, at the addresses listed in this Assignment.

Capitalized terms not defined herein shall have the meanings ascribed them in the Loan Agreement of even date between the parties.

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date and year first above written.

ASSIGNOR:

HANGAR 3 KISSIMMEE, LLC,
a Florida limited liability company

By: Kairos Aviation Group, LLC, an Ohio
limited liability company

Its: Sole Member

By: _____

Its: _____

STATE OF _____ **§**
COUNTY OF _____ **§**

Before me, the undersigned Notary Public, personally appeared _____, the _____ of Kairos Aviation Group, LLC, an Ohio limited liability company, being the Sole Member **HANGAR 3 KISSIMMEE, LLC**, a Florida limited liability company, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

(SEAL)

My Commission Expires:

NOTARY PUBLIC

[*ASSIGNOR Signature/Notary page immediately follows*]

QUANTEM FBO GROUP - KISSIMMEE, LLC,
an Ohio limited liability company

BY: **QUANTEM FBO GROUP, LLC,**
an Ohio limited liability company,
its Member

BY: **KAIROS AVIATION GROUP,**
LLC,
an Ohio limited liability
company, its Member

BY: _____

ITS: _____

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned Notary Public, personally appeared _____,
the _____ of **KAIROS AVIATION GROUP, LLC**, an Ohio limited liability
company, Member of **QUANTEM FBO GROUP, LLC**, an Ohio limited liability company,
Member of **QUANTEM FBO GROUP - KISSIMMEE, LLC**, an Ohio limited liability company,
for and on its behalf, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____
_____, 2022.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

[*LENDER Signature/Notary page immediately follows*]

LENDER:

THE HUNTINGTON NATIONAL BANK
a national association

BY: _____

Print Name: _____

Title: _____

STATE OF _____ **§**
COUNTY OF _____ **§**

Before me, the undersigned Notary Public, personally appeared _____,
the _____ of **THE HUNTINGTON NATIONAL BANK**, a national association, for and
on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he{she} executed the same for the purposes and consideration therein
expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF
_____, 2022.

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____

LESSOR'S ACKNOWLEDGEMENT AND CONSENT

The undersigned, hereby acknowledges receipt of a copy of the foregoing Assignment and hereby consents to the transactions contemplated therein. Anything in the Lease to the contrary notwithstanding, the undersigned further agrees that Lender, shall not by reason of the foregoing Assignment or otherwise be deemed to have assumed any duties or obligations of Assignor, nor shall Lender be responsible in any way for the performance by Assignor of any of the terms, conditions, covenants or agreements therein contained.

CITY OF KISSIMMEE, FLORIDA,

BY: _____

Print Name: _____

Title: _____

THIS INSTRUMENT WAS PREPARED BY:

PATRICK R. HUGHES
Dressman Benzinger LaVelle psc
109 E Fourth St.
Covington KY 41011
(859) 341-1881

Quantem – Collateral Assignment of Lease (\$150K; \$5.2M RLOC-Draw) - 2018

EXHIBIT A
(Legal Description)

PARCEL W-7 (Hangar 1):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, RUN NORTH 00°50'16" WEST, ALONG THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF SECTION 19, 675.35 FEET; RUN THENCE NORTH 89°40'14" EAST, 641.28 FEET; RUN THENCE NORTH 00°50'16" WEST, 843.00 FEET; RUN THENCE NORTH 89°40'14" EAST, 693.17 FEET; RUN THENCE NORTH 00°50'16" WEST, 68.72 FEET; RUN THENCE SOUTH 89°51'04" EAST, ALONG THE NORTH LINE OF PARCELS W1-W4, KISSIMMEE MUNICIPAL AIRPORT, 520.07 FEET TO THE NORTHEAST CORNER OF PARCEL W-4, KISSIMMEE MUNICIPAL AIRPORT; RUN THENCE SOUTH 00°50'16" EAST, ALONG THE EAST LINE OF AFORESAID PARCEL W-4, 358.01 FEET; RUN THENCE SOUTH 89°51'04" EAST, 118.0 FEET TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED PARCEL; RUN THENCE SOUTH 00°42'23" WEST, 220.60 FEET; RUN THENCE SOUTH 89°17'37" EAST, 242.32 FEET TO THE POINT OF CURVATURE OF A 33.29 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 122°06'59"; RUN THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 70.95 FEET TO THE POINT OF TANGENCY; RUN THENCE NORTH 31°24'36" WEST, 202.13 FEET; RUN THENCE NORTH 89°51'04" WEST, 20.0 FEET TO THE POINT OF CURVATURE OF 60.0 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 101°42'18"; RUN THENCE NORTHWESTERLY, ALONG ARC OF SAID CURVE, 108.51 FEET (CHORD BEARING NORTH 89°51'04" WEST CHORD = 93.06 FEET); THENCE DEPARTING SAID CURVE, NORTH 89°51'04" WEST, 50.0 FEET TO THE POINT OF BEGINNING.

PARCEL W-9 (Hangar 6):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL W6, RUN THENCE SOUTH 89°51'04" EAST, A DISTANCE OF 422.04 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL W6; THENCE SOUTH 89°17'37" EAST ALONG THE SOUTH LINE OF PARCEL W7, A DISTANCE OF 83.97 FEET; THENCE LEAVING SAID SOUTH LINE OF PARCEL W7 RUN SOUTH 00°08'56" WEST, A DISTANCE OF 124.18 FEET; THENCE NORTH 89°50'57" WEST, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°08'56" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 89°50'59" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 00°08'56" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°50'57" EAST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

PARCEL W-10 (Hangar 5):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL W6, RUN THENCE SOUTH 89°51'04" EAST, A DISTANCE OF 422.04 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL W6; THENCE SOUTH 89°17'37" EAST ALONG THE SOUTH LINE OF PARCEL W7, A DISTANCE OF 83.97 FEET; THENCE LEAVING SAID SOUTH LINE OF PARCEL W7 RUN SOUTH 00°08'56" WEST, A DISTANCE OF 124.18 FEET TO THE POINT OF

BEGINNING; THENCE SOUTH 00°08'56" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 89°50'59" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 00°08'56" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°50'57" EAST, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

PARCEL W-11 (Fuel Farm Site):

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°50'16" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 675.35 FEET; THENCE RUN THENCE NORTH 89°40'14" EAST, A DISTANCE OF 641.28 FEET; THENCE RUN NORTH 00°50'16" WEST, A DISTANCE OF 843.00 FEET; THENCE RUN NORTH 89°40'14" EAST, A DISTANCE OF 693.17 FEET; THENCE RUN NORTH 00°50'16" WEST, A DISTANCE OF 68.72 FEET; TO A POINT ON THE NORTH LINE OF PARCELS W1 - W4; THENCE RUN SOUTH 89°51'04" EAST, ALONG THE NORTH LINE, A DISTANCE OF 520.07 FEET TO THE NORTHEAST CORNER OF PARCEL W4; THENCE RUN SOUTH 00°50'16" EAST, ALONG THE EAST LINE OF SAID PARCEL W4, A DISTANCE OF 358.01 FEET TO A POINT ON THE NORTH LINE OF PARCEL W6; THENCE RUN SOUTH 89°51'04" EAST, A DISTANCE OF 118.00 FEET TO THE NORTHEAST CORNER OF PARCEL W6; THENCE RUN SOUTH 00°42'23" WEST, A DISTANCE OF 220.60 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL W6; THENCE RUN SOUTH 89°17'37" EAST, A DISTANCE OF 83.97 FEET; THENCE RUN SOUTH 00°08'56" WEST, A DISTANCE OF 124.18 FEET TO THE NORTHWEST CORNER OF PARCEL W11, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°08'56" WEST ALONG THE WEST LINE OF SAID PARCEL W11, A DISTANCE OF 139.93 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°54'04" EAST, A DISTANCE OF 70.08 FEET; THENCE RUN NORTH 00°05'56" EAST, A DISTANCE OF 139.87 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL W11; THENCE RUN NORTH 89°51'04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 69.95 FEET TO THE POINT OF BEGINNING.

PARCEL W-20 (Hangar 8):

A parcel of land being a portion of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 19, Township 25 South, Range 29 East, Osceola County, Florida; thence run N 00°50'16" W, along the West line of the Southeast 1/4 of Section 19, a distance of 675.35 feet; run thence N 89°40'14" E, a distance of 641.28 feet; thence run N 00°50'16" W, a distance of 843.00 feet; thence run N 89°40'14" E, a distance of 693.17 feet; thence run N 00°50'16" W, a distance of 68.72 feet; to a point on the North line of Parcels W1 - W4; thence run S 89°51'04" E, along the North line, a distance of 520.07 feet to the Northeast corner of Parcel W4; thence run S 00°50'16" E, along the East line of said Parcel W4, a distance of 358.01 feet to a point on the North line of Parcel W6; thence run S 89°51'04" E, a distance of 118.00 feet to the Northeast corner of Parcel W6; thence run S 00°42'23" W, a distance of 220.60 feet to the Southeast corner of said Parcel W6; thence run S 89°17'37" E, a distance of 83.97 feet; thence run S 00°08'56" W, a distance of 124.18 feet to the Northwest corner of Parcel W11; thence run S 89°51'04" E, along the North line of Parcel 11, a distance of 69.95 feet to the Point of Beginning; thence continue S 89°51'04" E, a distance of 130.95 feet; thence run S 31°59'01" E, a distance of 170.00 feet; thence run S 58°00'59" W, a distance of 220.00 feet; thence run N 31°59'01" W, a distance of 48.38 feet; thence run N 89°51'04" W, a distance of 78.39 feet;

thence run N 00°08'56" E, a distance of 80.07 feet; thence run S 89°54'04" E, a distance of 70.08 feet; thence run N 00°05'56" E, a distance of 139.87 feet to the Point of Beginning.

PARCEL W-5 (Hangar 4):

A parcel of land being a portion of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida; thence run N00°50'16"W along the West line of the Southeast 1/4 of said Section 19, a distance of 675.35 feet; thence run N89°40'14"E, a distance of 641.28 feet; thence run N00°50'16"W, a distance of 843.00 feet; thence run N89°40'14"E, a distance of 693.17 feet; thence run N00°50'16"W, a distance of 68.72 feet to a point on the North line of Parcels W1 - W4; thence run S89°51'04"E along said North line, a distance of 520.07 feet to the Northeast corner of Parcel W4; thence run S00°50'16"E along the East line of said Parcel W4, a distance of 358.01 feet; thence run N89°51'04"W, a distance of 34.50 feet; thence continue N89°51'04"W, a distance of 120.00 feet to the Point of Beginning; thence run S00°08'51"W, a distance of 220.59 feet; thence run N89°51'04"W, a distance of 151.67 feet; thence run N00°42'23"E, a distance of 220.60 feet; thence run S89°51'04"E, a distance of 149.52 feet to the Point of Beginning.

PARCEL W-15 (Hangar 9):

That part of the Southeast 1/4 of Section 19, Township 25 South Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 19, Township 25 South, Range 29 East, run N00°50'16"W, along the West line of aforesaid Southeast 1/4 of Section 19, a distance of 675.35 feet; thence N89°40'14"E, 641.28 feet; thence N00°50'16"W, 843.00 feet; thence N89°40'14"E, 693.17 feet; thence S89°50'16"W, 68.72 feet; thence S89°51'04"E along the North line of Parcels W1-W4, Kissimmee Municipal Airport, a distance of 520.07 feet to the Northeast corner of Parcel W4, Kissimmee Municipal Airport; thence S00°50'16"E, along the East line of aforesaid Parcel W4, 358.01 feet to a point on the North line of Parcel W6, Kissimmee Municipal Airport; thence S89°51'04"E, 118.00 feet to the Northeast corner of Parcel W6; thence S00°42'23"W, along the East line of said Parcel W6, a distance of 220.60 feet to the Southeast corner of said Parcel W6; run thence S89°17'37"E, along the South line of Parcel W7, a distance of 83.97 feet; thence S00°08'56"W, a distance of 344.18 feet; thence S89°50'59"E, a distance of 200.57 feet; thence S00°00'00"W, a distance of 259.88 feet to the Point of Beginning; thence N90°00'00"E, a distance of 172.63 feet; thence S00°00'00"E, a distance of 192.44 feet; thence S58°25'42"W, a distance of 22.05 feet; thence N90°00'00"W, a distance of 206.63 feet; thence North 00°00'00"E, a distance of 171.08 feet; thence N58°50'48"E, a distance of 61.68 feet to the Point of Beginning.

PARCEL W-19: (Hangar 3)

A parcel of land being a portion of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 19, Township 25 South, Range 29 East, Osceola County, Florida; thence run N00°50'16"W along the West line of the Southeast 1/4 of said Section 19, a distance of 675.35 feet; thence run N89°40'14"E, a distance of 641.28 feet; thence run N00°50'16"W, a distance of 843.00 feet; thence run N89°40'14"E, a distance of 693.17 feet; thence run N00°50'16"W, a distance of 68.72 feet to a point on the North line of Parcels W1 - W4; thence run S89°51'04"E along said North line, a distance of 520.07 feet to the Northeast corner of Parcel W4; thence run S00°50'16"E along the East line of said Parcel W4, a distance of 358.01 feet; thence run N89°51'04"W, a distance of 34.50 feet to the Point of Beginning; thence run S00°08'51"W, a distance of 220.59 feet; thence run N89°51'04"W, a distance of 120.00 feet; thence run N00°08'51"E, a distance of 220.59 feet; thence run S89°51'04" E, a distance of 120.00 feet to the Point of Beginning.

ITEM 7.N

Approval to Proceed with House America Initiative

Request

Approval to proceed with House America Initiative

Explanation

For more than a decade, the city commission has made addressing homelessness a high priority. In response, the City Commission authorized staff to begin the initial steps of developing a local goal for the House America Initiative. Since that time, staff has identified ways to participate in both the rehousing and affordable housing categories for the program. This goal includes achieving the following by December 31, 2022:

- 1) Rehouse 20% of chronic homeless households currently listed on the registry in HMIS
- 2) Support the addition of up to 500 affordable housing units to the pipeline

Participation in this initiative will be in partnership with Osceola County, the local CoC, and local service providers to meet the needs of our most vulnerable population.

House America is a federal effort to decrease homelessness by re-housing families and individuals in stable, affordable housing and by creating new units of affordable and supportive housing to serve people experiencing homelessness. To address the homelessness crisis, worsened by the COVID-19 pandemic, the U.S. Department of Housing and Urban Development (HUD) developed the House America initiative. The City joins Jacksonville, Miami-Dade, Tallahassee, Orlando and Orange County in this effort to make an impact on the quality of life in Florida.

The attached proclamation will be submitted to HUD to announce the partnership and finalize the plan.

Recommendation

Commission approval to proceed with House America Initiative

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Proclamation- House America 2022

Proclamation

HOUSE AMERICA



WHEREAS, on September 20th 2021, HUD Secretary Marcia L. Fudge announced House America, a partnership between the U.S. Department of Housing and Urban Development (HUD), the U.S. Interagency Council on Homelessness (USICH), states and communities to respond with urgency to address the crisis of homelessness and calls on state and local leaders to set ambitious goals to re-house households experiencing homelessness and to develop new supportive and affordable housing units; and

WHEREAS, HUD and USICH are calling on local leaders to partner with them to use American Rescue Plan resources, alongside other federal, state, and local resources, to altogether re-house 100,000 households experiencing homelessness across America, and to start developing at least 20,000 new units of affordable housing into the national development pipeline by December 31, 2022; and

WHEREAS, housing is a human right and a national crisis with more than 580,000 people experiencing homelessness across the country, which includes more than 6,200 in Central Florida and almost 1,000 in Osceola County; and

WHEREAS, finding a solution to the lack of affordable, accessible housing will take collaboration across all levels of government and the private sector to add housing units and ensure the availability of critical wraparound services; and

WHEREAS, the City of Kissimmee, FL is responding to the call to action and is committed to working with HUD, USICH, and Osceola County Government as well as our many local partners to use available resources to achieve the goal of adding up to 500 units of affordable housing units for low-income households to the pipeline and to rehouse 20% of chronic homeless households in Kissimmee and Osceola County; and

WHEREAS, for almost two decades, the City has annually invested local funds in homelessness prevention and wrap-around supportive services; however the Commission has gone a step further to boldly commit to being the leading partner in establishing comprehensive emergency shelter for individuals, families with children, youth, and victims of domestic violence by pledging more than 50% of the American Rescue Plan allocation and other federal sources in the amount of \$9.6M to urgently address affordable housing and homelessness in the Kissimmee and Osceola County; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby announce and proclaim that we proudly join House America and pledge to respond with urgency to homelessness in our community by setting and achieving ambitious re-housing and housing creation goals.

IN WITNESS, THEREOF, this is signed this 13th day of September, 2022.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 7.O

Amendment to FAA AIP Grant Agreement for Electrical Vault Project at Kissimmee Gateway Airport

Request

Request City Commission approval of an Amendment to the FAA AIP Grant for Airport Electrical Vault Project in the amount of \$8,314.00.

Explanation

The purpose of the change is for unforeseen changes to the original plans per discussion with Federal Aviation Authority (FAA) and Toho Water (TWA) utilities agency. Originally planned, TWA was to assume the ownership and operation of the project's lift station. Due to FAA paying 100% of the project for this AIP Grant previously approved by the City Commission on August 18, 2020 Item 7.B, and the requirement for City ownership, the City will assume the ownership and operation. Certain charges and fees are assumed by the City under this arrangement.

The Amendment to the AIP Grant reflects the additional work approved by the FAA.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2003	Increase	8,314.00	
47000334-334410	AP2003	Increase	8,314.00	

Financial Summary:

FAA will reimburse 100% of the additional costs, totaling \$8,314.00.

Recommendation

Staff recommends Commission approval of Amendment to the AIP Grant Agreement with the Federal Aviation Administration (FAA) for the Airfield Electrical Vault Project in the amount of \$8,314.00

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Airport
Presenter: Shaun Germolus

Attachment(s):

City of Kissimmee

1. 3012 PATRICK ST ELEC VAULT- INVOICE
2. 210007 TWA KISSIMMEE AIRPRT ELECT VAU- INVOICE
3. METER EXPECTATION PDF
4. 210007 - Kissimmee Airport
5. 3012 PATRICK ST LIFTSTATION- INVOICE
6. Amendment to FAA AIP Grant for AP2003 Electrical Vault
7. 08-18-2020 Commission Action Explanation Item 7.B FAA Grant Acceptance
8. Construct Aifield Electrical Vault ISM-SOG-3-12-0038-037-2020-Grant Agreement (part 1) - signed
9. 08-18-2020 Commission Action Summary Item 7.B FAA Grant Acceptance
10. ISM-SOG-3-12-0038-037-2020-Grant Agreement - audit

TOHO WATER AUTHORITY INVOICE



CITY OF KISS AIRPORT - MASTER C/O ACCOUNTING DEPT 101 CHURCH ST KISSIMMEE FL 347415054	Division: TOHO 1	Invoice Number: 000172200033402869-01 Invoice Date: September 07, 2022	
Property Address: 3012 PATRICK ST ELEC VAULT KISSIMMEE, FL 34741	Sub-Division: Lot Number:	Customer Number: 000172200 Account Number: 033402869	
<u>Charge Item</u> Initiation Fee Sewer Connection Fee Water Meter Set 2"			\$25.00 \$99.00 \$1,000.00
		<u>Current Charges</u>	\$1,124.00
<u>Previous Outstanding Balance</u>	\$ 0.00		
Comments: <i>Property address must be ready for meters the day the invoice is paid. It is the responsibility of the builder to make sure the site has proper size and type of materials required.</i>		Due date is date of invoice Please include your customer & account number on your check	

Bringing you life's most precious resource

Make checks payable to: Toho Water Authority
PO Box 30527, Tampa, FL 33630-3527
(407) 944-5000

To make your payment online please go to "Pay My bill" at www.tohowater.com

To pay by phone using the automated phone system please call **863-496-1770**

Thank you for your payment

TOHO WATER AUTHORITY INVOICE



CITY OF KISS AIRPORT - MASTER C/O ACCOUNTING DEPT 101 CHURCH ST KISSIMMEE FL 347415054	<u>Division:</u> TOHO 1	<u>Invoice Number:</u> 000172200033402879-01 <u>Invoice Date:</u> September 07, 2022	
<u>Property Address:</u> 210007 TWA KISSIMMEE AIRPRT ELECT VAU KISSIMMEE, FL 34741	<u>Sub-Division:</u> <u>Lot Number:</u>	<u>Customer Number:</u> 000172200 <u>Account Number:</u> 033402879	
<u>Charge Item</u> SDC Water Fees SDC Sewer Fees			\$2,415.00 \$3,750.00
	<u>Current Charges</u>		\$6,165.00
<u>Previous Outstanding Balance</u>	\$ 0.00		
Comments: <i>Property address must be ready for meters the day the invoice is paid. It is the responsibility of the builder to make sure the site has proper size and type of materials required.</i>	Due date is date of invoice Please include your customer & account number on your check		

Bringing you life's most precious resource

Make checks payable to: Toho Water Authority
PO Box 30527, Tampa, FL 33630-3527
(407) 944-5000

To make your payment online please go to "Pay My bill" at www.tohowater.com

To pay by phone using the automated phone system please call **863-496-1770**

Thank you for your payment



Meter Set Expectations

Objective: To ensure the accuracy of each individual meter set.

Meter Installation Requirements:

1. Address must be clearly marked on the permit box.
2. Domestic and irrigation services must be exposed and accessible.
3. Domestic and irrigation water services area must be at or near final grade.
4. Service lines must be pressurized.
5. Before a meter can be set, the builder is responsible for having the meter box installed and ready for the meter to be fitted.
6. Meter installation are must be free from trash, clutter, building material, debris, or any other obstruction that would prevent meter installation.
7. Location of sidewalks and driveways must be clearly marked.
8. Builder is responsible for silt barriers, meters, assembles & boxes until home closing.
9. Home builder is responsible for adjustments of meter to final grade.
10. Service lines serving multi-family and multi-tenant commercial properties must be connected to the meter vaults, each line in the vault must be individually marked with unit it will be servicing.

If the meter cannot be set because any of the items listed above are not in place, a **failed Meter Set Fee** shall be assessed as follows:

Single family lots

\$100.00 per visit

Commercial and multi-family projects with 8 meter or less (VAULT):

\$100.00 for the first meter

\$ 50.00 for the second meter

\$ 25.00 for the next six meters

Commercial and multi-family projects with 8 + meters:

\$300.00 per building



bringing you life's
most precious resource

951 Martin Luther King Blvd., Kissimmee, FL 34741

Tel: 407-944-5000
www.tohowater.com

September 27, 2021

AVCON, INC.
5555 Michigan Street Suite 200
Orlando FL 32763

Attn.: Russ D. Holliday, PE

Re: System development charges (SDC) – Kissimmee Airport Electrical Vault Project#210007.ar.ka.

Toho Water Authority (Toho) has reviewed the information that was provided and has determined that fees are due. SDCs have been calculated for the above project, business type and on the information provided.

Gallon Assessment: Vault Building Square feet 2,694.78

Minimum Commercial 300 GPD

Water & Sewer		
Fee Description	Rate	Amount Owe
Water SDC Fee	\$8.05/GPD x 300 GPD	\$2,415.00
Sewer SDC Fee	\$12.50/GPD x 300 GPD	\$3,750.00
Sewer Connection	\$0.33/GPD x 300 GPD	\$99.00
2" Water Meter	\$1,000.00/Meter	\$2,000.00
Telemetry	\$8,700.00/Telemetry	\$8,700.00
Inspection Fees	2% Public	TBD
	1% Private	TBD
Maintenance Bond	10%	TBD

Fees marked with an * cannot be paid prior to TWA approval.

Wastewater capacity for your project is not guaranteed or reserved. The system development charges shall be due to guarantee wastewater capacity. All system development charges and connection fees will be due prior to issuing meter or before approving a certificate of occupancy. Sewer connection fees will not be accepted prior to receiving clearance by TWA Engineering. TWA system development charges are evaluated every year and are subject to increase based upon cost index.

IMPORTANT - PLEASE READ CAREFULLY

Such information is believed to be accurate, but is not guaranteed as accurate by TWA. TWA will perform a site visit to verify use prior to release of the certificate of occupancy. Release of the certificate of occupancy shall be held for non-payment of fees or if the information provided in the permit application is different than what is observed during the site visit. Payment of these fees is confirmation that you have carefully reviewed this information for accuracy. If the actual use is different than what is represented above, additional fees may be due. If the foregoing information is not accurate or use(s) changes at any time it shall be the responsibility of the developer or their authorized representative(s) to notify TWA in writing immediately. Any additional fees that may be assessed due to differences in use shall be the responsibility of the developer. If you have any questions, please contact me at cashiers@tohowater.com

Sincerely,

Sheila Fenelon
Fiscal Coordinator
SDC Memo/210007/09.27.21

TOHO WATER AUTHORITY INVOICE



CITY OF KISS AIRPORT - MASTER C/O ACCOUNTING DEPT 101 CHURCH ST KISSIMMEE FL 347415054	<u>Division:</u> TOHO 1	<u>Invoice Number:</u> 000172200033400079-01 <u>Invoice Date:</u> August 29, 2022	
<u>Property Address:</u> 3012 PATRICK ST LIFTSTATION KISSIMMEE, FL 34741	<u>Sub-Division:</u> <u>Lot Number:</u>	<u>Customer Number:</u> 000172200 <u>Account Number:</u> 033400079	
<u>Charge Item</u> Initiation Fee Water Meter Set 2"			\$25.00 \$1,000.00
	<u>Current Charges</u>	\$1,025.00	
<u>Previous Outstanding Balance</u>	\$ 0.00		
Comments: <i>Property address must be ready for meters the day the invoice is paid. It is the responsibility of the builder to make sure the site has proper size and type of materials required.</i>		Due date is date of invoice Please include your customer & account number on your check	

Bringing you life's most precious resource

Make checks payable to: Toho Water Authority
PO Box 30527, Tampa, FL 33630-3527
(407) 944-5000

To make your payment online please go to "Pay My bill" at www.tohowater.com

To pay by phone using the automated phone system please call **863-496-1770**

Thank you for your payment

City Commission Agenda Tuesday, September 13, 2022

AMENDMENT TO FAA AIP GRANT AGREEMENT FOR ELECTRICAL VAULT PROJECT AT KISSIMMEE GATEWAY AIRPORT

Request:

Request City Commission approval of an Amendment to the FAA AIP Grant for Airport Electrical Vault Project in the amount \$8,314.00

Explanation:

The purpose of the change is for unforeseen changes to the original plans per discussion with FAA and Toho Water utilities agency. Originally planned, TWA was to assume the ownership and operation of the project's lift station. Due to FAA paying 100% of the project for this AIP Grant previously approved by City Commission on August 18, 2020 Item 7.B; and requirement for City ownership, the City will assume the ownership and operation. Certain charges and fees are assumed by the City under this arrangement.

The Amendment to the AIP Grant reflects the additional work approved by the FAA.

Amendment to FAA AIP – AP2003	\$8,314
FAA (100%)	\$8,314
Increase – 47070106-506393	\$8,314
Increase – 47000334-334410	\$8,314
Decrease – 47070106-506393	\$8,314

Fiscal:

FAA will pay 100% of the additional costs, totaling \$8,314.00.

Staff Recommendation:

Staff recommends Commission approval of Amendment to the AIP Grant Agreement with Federal Aviation Administration (FAA) for Airfield Electrical Vault Project in the amount \$8,314.

ITEM 7.B**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT FOR A NEW ELECTRICAL VAULT AND SUPPORT INFRASTRUCTURE – CONSTRUCTION****Request**

Acceptance of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for a New Electrical Vault and Support Infrastructure – Construction

Explanation

The Airport staff requested and received an FAA AIP Grant for a New Electrical Vault and Support Infrastructure – Construction. The “Vault” provides the electrical power to energize the airfield lighting systems. The project is necessary due to the age of the existing Vault which has met its useful life and no longer complies with today’s building codes. The new Vault will be located near the new air traffic control tower site (Patrick Street area) and will serve all existing and future airfield lighting expansion while meeting FAA standards.

This grant is provided by the FAA utilizing aviation user fees (no general funds) and it is provided 100% by the FAA (no local airport revenue match) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
4418-70-7010-542-5006393	TBD	Increase	\$3,330,862	
4418-00-0000-331-3314100		Increase	\$3,330,862	

Financial Summary:

No City match will be required for this grant.

Recommendation

Staff recommends Commission approval to accept an FAA AIP Grant for a New Electrical Vault and Support Infrastructure – Construction and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Airport
Presenter:

Attachment(s):

1. unsigned-ISM-SOG-3-12-0038-037-2020-Grant Agreement



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819
Phone: (407) 487-7220

July 30, 2020

Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee Kissimmee Gateway Airport
401 Dyer Blvd.
Kissimmee, FL 34741

Dear Mr. Germolus:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0038-037-2020 at Kissimmee Gateway Airport in Kissimmee, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than August 28, 2020**, in in order for the grant to be valid.
- c. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.
- d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Bill Farris, (407) 487-7232, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Federal Award Offer Date	<u>July 30, 2020</u>
Airport/Planning Area	<u>Kissimmee Gateway Airport</u>
AIP Grant Number	<u>3-12-0038-037-2020</u>
Unique Entity Identifier	<u>802964759</u>
TO:	<u>City of Kissimmee</u>
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 8, 2020, for a grant of Federal funds for a project at or associated with the Kissimmee Gateway Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Kissimmee Gateway Airport (herein called the "Project") consisting of the following:

Construct Airfield Electrical Vault

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,330,862.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,330,862 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The

report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 28, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration and Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by

\$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded

or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 22, 2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 5 day of 2020,

City of Kissimmee

(Name of Sponsor)

Jose Alvarez

Jose Alvarez (Aug 5, 2020 15:47 EDT)

(Signature of Sponsor's Authorized Official)

By: Jose Alvarez

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Olga Sanchez de Fuentes, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at City of Kissimmee (location) this 5th day of August, 2020

By: Olga Sanchez de Fuentes

Olga Sanchez de Fuentes (Aug 5, 2020 16:51 EDT)

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act –5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 5) So long as the sponsor retains ownership or possession of the property.

a.) Required Solicitation Language.

b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Kissimmee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport

NUMBER	TITLE
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors

NUMBER	TITLE
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the July 21, 2020 Commission Minutes.

Motion to approve Passed.

7.B FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT FOR A NEW ELECTRICAL VAULT AND SUPPORT INFRASTRUCTURE – CONSTRUCTION

Acceptance of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for a New Electrical Vault and Support Infrastructure – Construction in the amount of \$3,330,862.

Motion to approve Passed.

7.C ACCEPTANCE OF ASSIGNMENT OF GROUND LEASE AGREEMENT ASSOCIATED WITH MAX FLIGHT HELICOPTER SERVICES, INC

Acceptance of a ground lease agreement with MaxFlight Helicopter Services, Inc. for 4010 4th Street.

Motion to approve Passed.

7.D HELPING EMERGENCY RESPONDERS OBTAIN SUPPORT (HEROS) PROGRAM AT THE FLORIDA DEPARTMENT OF HEALTH (DOH) FOR FY 2020

Commission review and approval to allow the Kissimmee Police Department to accept the donation of the opioid antagonist from the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH).

Motion to approve Passed.

7.E DISPOSAL OF CITY ASSETS

The request is for Commission approval to dispose of the asset items detailed in the attached report.

Motion to approve Passed.



**COMMISSION MEETING ACTION SUMMARY
SESSION OF THE CITY COMMISSION HELD
VIA COMMUNICATIONS MEDIA TECHNOLOGY (CMT)*
TUESDAY, AUGUST 18, 2020
6:00 PM**

1. MEETING CALLED TO ORDER

ROLL CALL: Commissioner Gonzalez, Commissioner Ortiz, Commissioner Eady, Commissioner Fisher, Mayor Alvarez

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

None.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

5.A PUBLIC HEARING - RESOLUTION APPROVING A GEOGRAPHIC EXPANSION OF THE CITY OF KISSIMMEE ENVIRONMENTAL REDEVELOPMENT AREA

Approval of the adoption of a Resolution expanding the geographical area within the City of Kissimmee, Florida designated as a "Brownfield Area".

Motion to adopt Resolution 14-2020 and approve the Public Hearing Passed.

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

ISM-SOG-3-12-0038-037-2020-Grant Agreement

Final Audit Report

2020-08-05

Created:	2020-07-30
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkryU1qMnT-IIXNxPpUkYFGd2M_EMzFsv

"ISM-SOG-3-12-0038-037-2020-Grant Agreement" History

-  Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
2020-07-30 - 10:00:30 AM GMT- IP address: 155.178.180.14
-  Document emailed to Bart Vernace (bart.vernace@faa.gov), juan.brown@faa.gov and rebecca.h.harper@faa.gov for signature. One of them to sign
2020-07-30 - 2:13:19 PM GMT
-  Email viewed by Bart Vernace (bart.vernace@faa.gov)
2020-07-30 - 2:21:02 PM GMT- IP address: 155.178.180.12
-  Document e-signed by Bart Vernace (bart.vernace@faa.gov)
Signature Date: 2020-07-30 - 2:25:29 PM GMT - Time Source: server- IP address: 155.178.180.12
-  Document emailed to Jose Alvarez (jaalvarez@kissimmee.org) for signature
2020-07-30 - 2:57:42 PM GMT
-  Email viewed by Jose Alvarez (jaalvarez@kissimmee.org)
2020-08-02 - 3:47:16 PM GMT- IP address: 97.100.15.107
-  Email viewed by Jose Alvarez (jaalvarez@kissimmee.org)
2020-08-05 - 4:06:19 PM GMT- IP address: 166.137.115.67
-  Document e-signed by Jose Alvarez (jaalvarez@kissimmee.org)
Signature Date: 2020-08-05 - 7:47:37 PM GMT - Time Source: server- IP address: 97.100.15.107
-  Document emailed to Olga Sanchez de Fuentes (osanchezdf@kissimmee.org) for signature
2020-08-05 - 7:47:40 PM GMT
-  Email viewed by Olga Sanchez de Fuentes (osanchezdf@kissimmee.org)
2020-08-05 - 7:49:48 PM GMT- IP address: 35.141.50.23



POWERED BY
Adobe Sign



Document e-signed by Olga Sanchez de Fuentes (osanchezdf@kissimmee.org)

Signature Date: 2020-08-05 - 7:51:44 PM GMT - Time Source: server- IP address: 35.141.50.23



Signed document emailed to migdalia.williams@faa.gov, Olga Sanchez de Fuentes (osanchezdf@kissimmee.org), Jose Alvarez (jaalvarez@kissimmee.org), rebecca.h.harper@faa.gov, and 6 more

2020-08-05 - 7:51:44 PM GMT



POWERED BY
Adobe Sign

ITEM 8.A

UCF Florida Small Business Development Center Annual Report & Services Agreement

Request

The UCF Florida Small Business Development Center will present to the City Commission a summary of its efforts for this fiscal year and request a continuation of their contract for FY 2022-23.

Explanation

The City of Kissimmee has a partnership with the UCF Florida Small Business Development Center (FSBDC) via the Osceola Chamber of Commerce, which houses the organization. The FSBDC provides entrepreneurs with technical support towards the creation or development of small businesses. It further provides the City with quarterly reports on its activities.

Mr. Rafael Pratts, Vice President and Site Manager of the Kissimmee FSBDC office, will provide the Commission with a fiscal year-end update on the activities and events performed by their agency for this fiscal year.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603-503434			30,000	30,000

Financial Summary:

Pending Commission approval of the City's FY 2022-23 budget, funding for this program has been allocated to the City's Economic Development Division's "Other Contracted Services" account in the amount of \$30,000. The attached funding agreement outlines the City's expectations of services.

Recommendation

Staff recommends approval of the funding agreement in the amount of \$30,000 with the Kissimmee/Osceola Chamber of Commerce for the UCF Florida Small Business Development Center to provide technical support and assistance to our small business community.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter: Belinda Kirkegard

Attachment(s):

City of Kissimmee

1. City of Kissimmee Agreement SBDC 2022-2023

**CITY OF KISSIMMEE SERVICES AGREEMENT WITH THE
KISSIMMEE/OSCEOLA CHAMBER OF COMMERCE
FOR THE UCF FLORIDA SMALL BUSINESS DEVELOPMENT CENTER
FY 2022/23**

In consideration of the performance by Florida Small Business Development Center (FSBDC) at University of Central Florida (UCF), of the below described services to be rendered to its citizens. City of Kissimmee agrees to pay the total sum of \$30,000 to Kissimmee/Osceola Chamber of Commerce. This agreements term is from October 1, 2022 through September 30, 2023.

Business Development Assistance:

Provide clients opportunity to discuss ideas and provide personalized, confidential guidance free of charge. Areas of assistance include but not limited to: business planning, market research, feasibility studies, advertising, financial analysis, loan assistance, loan proposals, accounting systems, recordkeeping, taxes, selling to the government, business valuation, business start-up, employee manuals, strategic plans and more.

Technical Business Assistance:

Provide clients personalized and confidential guidance in the following areas:

- Accounting: asset management, record keeping systems and procedures.
- Finance: ratio analysis, breakeven analysis, financial projections and business valuation.
- Marketing: pricing, advertising and promotion, marketing planning, market research and exporting.
- Operations: production and inventory control, project management, risk management and energy conservation.
- New Venture Planning: start-up information, feasibility analysis, business planning and general business consulting.
- Technical Assistance: preliminary patent searches, patent, copyright and trademark, and technology transfer and SBIR/STTR.

Organizational Activities

- Provide monthly business seminars and workshops on relevant business topics. Minimum of one seminar/workshop per month.
- Partner with other local business organizations (Kissimmee Main Street & UCF Business Incubator Program) when possible and appropriate.
- Quarterly progress reports to be provided to the City's Economic Development Office at the end of the following months: March, June, September, and December.
- Quarterly reports should include the following information:
 - Number of Consultation Sessions
 - Number of Attendees at Seminars/Workshops
 - Number of Businesses Started
 - Number of Jobs Created

FY 2022/23 CHAMBER/FSBDC AGREEMENT
PAGE TWO

- Breakdown of clients served by ZIP code -in particular in the following city limits
Zip Codes (34741; 34742; 34743; 34744; 34745)
- Number of Clients assisted with loans & how many of those loans were approved
and their total amount
- Highlights of monthly activities
- Sample copies of FSBDC event/activity flyers
- As needed provide City Commission with program updates during a Commission
meeting.
- Present Year-End summary report to the City Commission during a Commission meeting
in August or September which includes the request for approval of follow fiscal year's
funding agreement.

IN WITNESS WHEREOF, the parties have entered into this amendment as of the day and
year first above written.

ATTEST:

CITY OF KISSIMMEE, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney

KISSIMMEE/OSCEOLA CHAMBER OF COMMERCE

President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 21 day of
July, 2022, by John New Street who is the
of KISSIMMEE Chamber and who is personally
known to me or who has produced _____ as identification.

Cindy Lewis
Notary Signature:

Stamp:



ITEM 8.B

Presentation of Financial Statements for the Kissimmee Charter Academy for Year Ended June 30, 2022

Request

This request is for Commission acceptance of the Financial Statements for the Kissimmee Charter School for the fiscal year ended June 30, 2022.

Explanation

Copies of the Financial Statements for the Kissimmee Charter School for the year ended June 30, 2022, were provided to the Commission. This document was prepared for the City by the independent audit firm of King & Walker, CPAs, PL.

Greg Young, with Imagine Kissimmee Charter Academy, will make a brief presentation about the financial statements. The auditors have given the Kissimmee Charter School an unmodified opinion, which means the financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial position of the Charter School and the results of its operations.

Recommendation

Staff recommends the City Commission accept the Financial Statements as presented.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. 2022 Financial Statements for Kissimmee Charter Academy

KISSIMMEE CHARTER ACADEMY
(A CHARTER SCHOOL UNDER THE
CITY OF KISSIMMEE, FLORIDA)

INDEPENDENT AUDITOR'S REPORT AND
FEDERAL SINGLE AUDIT

for the fiscal year ended JUNE 30, 2022

King & Walker, CPAs, PL

Certified Public Accountants

THIS PAGE IS INTENTIONALLY BLANK.

**KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA**

TABLE OF CONTENTS

	PAGE <u>NO.</u>
FINANCIAL SECTION	
Independent Auditor's Report	1
Management's Discussion and Analysis – (Unaudited)	4
Basic Financial Statements	
<i>Government-Wide Financial Statements:</i>	
Statement of Net Position	9
Statement of Activities	10
<i>Fund Financial Statements:</i>	
Balance Sheet – Governmental Funds	11
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	12
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds	13
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	14
Notes to Financial Statements	15
Required Supplementary Information	
Budgetary Comparison Schedule – General Fund and Special Revenue Fund – (Unaudited)	27
Note to Required Supplementary Information	28
COMPLIANCE AND INTERNAL CONTROL	
Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	29
Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	31
Schedule of Expenditures of Federal Awards	34
Notes to the Schedule of Expenditures of Federal Awards	35
Schedule of Findings and Questioned Costs – Federal Programs	36
Management Letter as required by Rules of the Florida Auditor General, Chapter 10.850, Florida Statutes, <i>Charter School Audits</i>	37



Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

2803 W. Busch Blvd Ste 106
Tampa, FL 33618
office (813) 892-4274 fax (813) 932-1913
www.KingandWalker.com

Independent Auditor's Report

To the Board of Directors of Kissimmee Charter Academy
(A Charter School Under the City of Kissimmee, Florida)

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Kissimmee Charter Academy ("School"), a charter school under the City of Kissimmee, Florida ("the City") and included in the operations of the City as the Charter School Special Revenue Fund, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 1, the accompanying financial statements referred to above present only the financial position of the School at June 30, 2022, and the respective changes in financial position for the year then ended, and is not intended to be a complete presentation of the City of Kissimmee, Florida. These financial statements do not purport to and do not present fairly the financial position of the City of Kissimmee, Florida as of June 30, 2022, and its changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As described in Note 2, the School implemented Government Accounting Standards Board (GASB) Statement No. 87 - Leases, which is a change in accounting principle that addresses accounting and financial reporting for leases. This affects the comparability of amounts reported for the 2022 fiscal year with amounts reported for the 2021 fiscal year. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit 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 School's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, the Budgetary Comparison Schedule, and Note to Required Supplementary Information, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School's basic financial statements. The schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are presented for purposes of additional analysis and are not a required part of the basic 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 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report August 30, 2022, on our consideration of the School's 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 solely 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 effectiveness of the School's 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 the School's, internal control over financial reporting and compliance.

Respectfully submitted,

King & Walker, CPAs

August 30, 2022
Tampa, Florida

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT’S DISCUSSION AND ANALYSIS - (Unaudited)

The Management’s Discussion and Analysis (MD&A) section of the annual financial report of the Kissimmee Charter Academy (“School”), a charter school under the City of Kissimmee, Florida, provides an overview of the School’s activities for the fiscal year ended June 30, 2022.

Because the information contained in the MD&A is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the School’s financial statements and notes to financial statements, as shown in the table of contents.

FINANCIAL HIGHLIGHTS

- The School reported an Unrestricted Net Position balance of \$899,099, as shown on the Statement of Net Position.
- For the fiscal year ended June 30, 2022, the School’s revenue exceeded expenses by \$202,184 as shown on the School’s Statement of Activities.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements consist of three components:

- ✓ Government-wide financial statements
- ✓ Fund financial statements
- ✓ Notes to financial statements

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the School’s overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of Net Position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the School presented on the accrual basis of accounting. The statement of Net Position provides information about the government’s financial position, its assets and liabilities, using an economic resources measurement focus. The difference between the assets and liabilities, the Net Position, may serve as a useful indicator of the School’s financial position.

The statement of activities presents information about the change in the School’s Net Position and the results of operations, during the fiscal year. An increase or decrease in Net Position is an indication of whether the School’s financial position is improving or deteriorating. To assess the overall financial position of the School, one needs to consider additional non-financial factors such as changes in the School student base funding level.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide more detailed information about the School's financial activities, focusing on its most significant funds rather than fund types. This is in contrast to the entity-wide perspective contained in the government-wide financial statements.

Governmental Funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, the governmental funds utilize a spendable financial resources measurement focus rather than the economic resources measurement focus found in the government-wide financial statements. The financial resources measurement focus allows the governmental fund financial statements to provide information on near-term inflows and outflows of spendable resources as well as balances of spendable resources available at the end of the fiscal year.

The governmental fund financial statements provide a detailed short-term view that may be used to evaluate the School's near-term financing requirements. This short-term view is useful when compared to the long-term view presented as governmental activities in the government-wide financial statements. To facilitate this comparison, both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation of governmental fund to governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures, and changes in fund balances provide detailed information about the School's most significant funds. The School operates three funds; a General Fund, a Capital Projects Fund, and a Special Revenue Fund. The School has elected to show each fund as a major fund.

The School adopts annual budgets for its governmental funds. A budgetary comparison schedule, as required, has been provided for the General Fund and Special Revenue Fund to demonstrate compliance with the budgets.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT’S DISCUSSION AND ANALYSIS - (Unaudited)

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of the School’s current year and prior year net position:

Net Position, End of Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
ASSETS			
Current and Other Assets	\$ 1,226,890	\$ 1,185,283	\$ (41,607)
Capital Assets, Net	927,879	3,046,619	2,118,740
Total Assets	2,154,769	4,231,902	2,077,133
LIABILITIES			
Current Liabilities	257,103	194,875	(62,228)
Noncurrent Liabilities	-	1,937,177	1,937,177
Total Liabilities	257,103	2,132,052	1,874,949
NET POSITION			
Net Investment in Capital Assets	927,879	1,109,442	181,563
Restricted for Food Service	-	91,309	91,309
Unrestricted	969,787	899,099	(70,688)
Total Net Position	<u>\$ 1,897,666</u>	<u>\$ 2,099,850</u>	<u>\$ 202,184</u>

Current assets consist of cash and cash equivalents, amounts due from other agencies, amounts due from the Management Company, and accounts receivable. Current assets decreased due to decrease in amounts due from other agencies. Current liabilities are primarily comprised of salaries and benefits payable and accounts payable, and noncurrent liabilities are comprised of a long-term lease liability.

Total Net Position amounted to \$2,099,850, as of June 30, 2022, representing an increase of \$202,184 over the prior fiscal year.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)

The following is a summary of the School's change in net position for the current year and prior year:

Operating Results for the Year			
	Governmental Activities		Increase (Decrease)
	6-30-21	6-30-22	
Revenues:			
Federal Through State and Local	\$ 374,874	\$ 1,092,867	\$ 717,993
State	5,669,757	5,193,117	(476,640)
Local and Other	54,032	541,317	487,285
Total Revenues	<u>6,098,663</u>	<u>6,827,301</u>	<u>728,638</u>
Expenses:			
Instruction	2,756,168	3,113,286	357,118
Student Support Services	105,665	50,108	(55,557)
Instructional Media	-	200	200
Instruction & Curriculum Development	63,766	51,402	(12,364)
Instructional Staff Training	499	3,486	2,987
Board	10,000	10,000	-
School Administration	1,402,753	1,197,270	(205,483)
Food Services	5,410	417,436	412,026
Central Services	256	526	270
Student Transportation	158,242	217,187	58,945
Operation of Plant	1,136,610	1,148,564	11,954
Maintenance of Plant	184,238	275,519	91,281
Community Service	11,762	104,839	93,077
Debt Service - Interest	-	35,294	35,294
Total Expenses	<u>5,835,369</u>	<u>6,625,117</u>	<u>789,748</u>
Increase/(Decrease) in Net Position	<u><u>\$ 263,294</u></u>	<u><u>\$ 202,184</u></u>	<u><u>\$ (61,110)</u></u>

The largest revenue source for the School is the State of Florida (76 percent). Revenues from State sources for current operations are primarily received through the Florida Education Finance Program (FEFP) funding formula and Charter School Capital Outlay funds. Both sources utilize student enrollment data to determine the funds available for the School.

The largest concentrations of expenses during the year were for Instruction (47 percent) and school administration (18 percent). The increase in Debt Service – Interest is due to the change in accounting principle that addresses accounting and financial reporting for leases. Other expense categories experienced increases and decreases between fiscal years due to general economic conditions and the financial needs of the School.

**KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
MANAGEMENT’S DISCUSSION AND ANALYSIS - (Unaudited)**

FINANCIAL ANALYSIS OF THE SCHOOL’S FUNDS

Governmental Funds

As the School completed the year, its governmental funds reported a combined fund balance of \$990,408.

BUDGETARY HIGHLIGHTS

The General Fund and Special Revenue Fund budgets for the fiscal year ended June 30, 2022, were developed based on the School’s anticipated revenues and expenditures, the expected student population, and Federal grant programs for the school year. Over the course of the year, management monitors the budgets and may revise the budgets. Refer to the Budgetary Comparison Schedule for additional information.

CAPITAL ASSETS

The School’s investment in capital assets for its governmental activities as of June 30, 2022, amounts to \$3,046,619 (net of accumulated depreciation/amortization). This investment in capital assets includes a leased asset – building, improvements other than buildings, buildings and fixed equipment, furniture, fixtures, and equipment, vehicles, computer software, IT equipment, and audio- visual materials. Additional information regarding the School’s capital assets is presented in a subsequent note to the financial statements.

LONG-TERM LIABILITIES

At June 30, 2022, the School had \$1,937,177 in long-term liabilities outstanding, a net increase of \$1,937,177 from last year due to the change in accounting principle that addresses accounting and financial reporting for leases. Additional information about the School’s long-term liabilities is presented in the notes to the financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Kissimmee Charter Academy’s finances. Questions concerning any of the information provided in the report or requests for additional financial information should be addressed to the Principal, Kissimmee Charter Academy, 2850 Bill Beck Boulevard, Kissimmee, FL 34744.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA

STATEMENT OF NET POSITION

June 30, 2022

	Government Activities
ASSETS	
Cash & Cash Equivalents	\$ 998,442
Due From Other Agencies	156,499
Accounts Receivable	1,223
Net Due To/ From Management Company	29,119
Capital Assets:	
Leased Asset - Building, Net	1,937,177
Buildings & Fixed Equipment, Net	737,538
Improvements Other Than Buildings, Net	306,290
Audio Visual Materials	951
Furniture, Fixtures, and Equipment, Net	32,973
Vehicles, Net	30,708
IT Equipment, Net	982
Total Capital Assets	<u>3,046,619</u>
TOTAL ASSETS	<u><u>4,231,902</u></u>
LIABILITIES	
Salaries and Benefits Payable	185,894
Accounts Payable	8,358
Deferred Revenue	623
Noncurrent Liabilities:	
Due Within One Year:	
Long-Term Lease Payable	635,750
Due After One Year:	
Long-Term Lease Payable	<u>1,301,427</u>
TOTAL LIABILITIES	<u><u>2,132,052</u></u>
NET POSITION	
Net Investment in Capital Assets	1,109,442
Restricted:	
Food Service	91,309
Unrestricted	<u>899,099</u>
TOTAL NET POSITION	<u><u>\$ 2,099,850</u></u>

The accompanying notes to the financial statements are an integral part of this statement.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA

STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

		Program Revenues			Net (Expenses) Revenue and Changes Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental Activities:					
Instruction	\$ 3,113,286	\$ -	\$ 599,668	\$ -	\$ (2,513,618)
Student Support Services	50,108	-	-	-	(50,108)
Instructional Media	200	-	-	-	(200)
Instruction & Curriculum Development	51,402	-	-	-	(51,402)
Instructional Staff Training	3,486	-	-	-	(3,486)
Board	10,000	-	-	-	(10,000)
School Administration	1,197,270	-	-	-	(1,197,270)
Food Services	417,436	15,546	493,199	-	91,309
Central Services	526	-	-	-	(526)
Student Transportation	217,187	-	-	-	(217,187)
Operation of Plant	1,148,564	-	-	-	(1,148,564)
Maintenance of Plant	275,519	-	-	-	(275,519)
Community Service	104,839	40,971	-	-	(63,868)
Debt Service - Interest	35,294	-	-	428,825	393,531
Total Governmental Activities	<u>\$ 6,625,117</u>	<u>\$ 56,517</u>	<u>\$ 1,092,867</u>	<u>\$ 428,825</u>	<u>(5,046,908)</u>
General Revenue					
State Sources					4,764,292
Local and Other					484,800
Total General Revenues					<u>5,249,092</u>
Change in Net Position					202,184
Net Position - July 1, 2021					<u>1,897,666</u>
Net Position - June 30, 2022					<u>\$ 2,099,850</u>

The accompanying notes to the financial statements are an integral part of this statement.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

June 30, 2022

	General Fund	Special Revenue Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash & Cash Equivalents	\$ 907,133	\$ 91,309	\$ -	\$ 998,442
Due From Other Agencies	-	114,908	41,591	156,499
Accounts Receivable	1,223	-	-	1,223
Net Due To/ From Management Company	29,119	-	-	29,119
Due from Other Funds	156,499	-	-	156,499
Total Assets	<u>\$ 1,093,974</u>	<u>\$ 206,217</u>	<u>\$ 41,591</u>	<u>\$ 1,341,782</u>
LIABILITIES				
Salaries and Benefits Payable	\$ 185,894	\$ -	\$ -	\$ 185,894
Accounts Payable	8,358	-	-	8,358
Deferred Revenue	623	-	-	623
Due to Other Funds	-	114,908	41,591	156,499
Total Liabilities	<u>194,875</u>	<u>114,908</u>	<u>41,591</u>	<u>351,374</u>
FUND BALANCES				
Assigned				
Technology	300,000	-	-	300,000
Instructional Materials	200,000	-	-	200,000
Employee Compensation	220,000	-	-	220,000
Buses	60,000	-	-	60,000
Restricted:				
Food Service		91,309		91,309
Unassigned	119,099	-	-	119,099
Total Fund Balances	<u>899,099</u>	<u>91,309</u>	<u>-</u>	<u>990,408</u>
Total Liabilities and Fund Balances	<u>\$ 1,093,974</u>	<u>\$ 206,217</u>	<u>\$ 41,591</u>	<u>\$ 1,341,782</u>

The accompanying notes to the financial statements are an integral part of this statement.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
June 30, 2022

Total Fund Balances - Governmental Funds	\$ 990,408
---	------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets, net of accumulated depreciation/amortization, used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds.	3,046,619
--	-----------

Long-term liabilities are not due and payable in the current period and therefore, are not reported as liabilities in the governmental funds.

Long-Term Lease Payable	(1,937,177)
-------------------------	-------------

Total Net Position - Governmental Activities	\$ 2,099,850
---	---------------------

The accompanying notes to financial statements are an integral part of this statement.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2022

	General Fund	Special Revenue Fund	Capital Projects Fund	Total Governmental Funds
Revenues				
Intergovernmental:				
Federal Through State and Local	\$ -	\$ 1,092,867	\$ -	\$ 1,092,867
State	4,764,292	-	428,825	5,193,117
Local and Other	525,771	15,546	-	541,317
Total Revenues	<u>5,290,063</u>	<u>1,108,413</u>	<u>428,825</u>	<u>6,827,301</u>
Expenditures				
Current - Education:				
Instruction	2,513,089	599,668	-	3,112,757
Student Support Services	50,108	-	-	50,108
Instructional Media	200	-	-	200
Instruction & Curriculum Development	51,402	-	-	51,402
Instructional Staff Training	3,486	-	-	3,486
Board	10,000	-	-	10,000
School Administration	1,193,794	-	-	1,193,794
Food Services	-	417,436	-	417,436
Central Services	526	-	-	526
Student Transportation	217,187	-	-	217,187
Operation of Plant	386,731	-	-	386,731
Maintenance of Plant	275,519	-	-	275,519
Community Service	104,839	-	-	104,839
Fixed Capital Outlay:				
Facilities Acquisition & Construction	2,563,155	-	-	2,563,155
Other Capital Outlay	321,423	-	-	321,423
Debt Service:				
Principal	232,447	-	393,531	625,978
Interest	-	-	35,294	35,294
Total Expenditures	<u>7,923,906</u>	<u>1,017,104</u>	<u>428,825</u>	<u>9,369,835</u>
Excess/(Deficiency) of Revenues				
Over Expenditures	<u>(2,633,843)</u>	<u>91,309</u>	<u>-</u>	<u>(2,542,534)</u>
Other Financing Sources (Uses):				
Inception of Long-Term Lease	2,563,155	-	-	2,563,155
Total Other Financing Sources (Uses)	<u>2,563,155</u>	<u>-</u>	<u>-</u>	<u>2,563,155</u>
Net Change in Fund Balances	<u>(70,688)</u>	<u>91,309</u>	<u>-</u>	<u>20,621</u>
Fund Balances, July 1, 2021	<u>969,787</u>	<u>-</u>	<u>-</u>	<u>969,787</u>
Fund Balances, June 30, 2022	<u>\$ 899,099</u>	<u>\$ 91,309</u>	<u>\$ -</u>	<u>\$ 990,408</u>

The accompanying notes to financial statements are an integral part of this statement.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

Net Change in Fund Balances - Governmental Funds	\$	20,621
---	-----------	---------------

Amounts reported for governmental activities in the statement of activities
are different because:

Capital outlays are reported in governmental funds as expenditures.

However, in the statement of activities, the cost of those assets is
allocated over their estimated useful lives as depreciation/amortization expense.

Capital Outlays	2,884,578	
Depreciation/Amortization Expense	<u>(765,838)</u>	2,118,740

The repayment of principal of long-term debt is an expenditure in
the governmental funds, but the repayment reduces long-term
debt in the statement of net position.

625,978

Inception of a long-term lease proceeds provide current financial resources;
however, it creates a long-term liability in the Statement of Net Position.
In the current period, other financing source were received from the
inception of a long-term lease.

(2,563,155)

Change in Net Position - Governmental Activities

\$ 202,184

The accompanying notes to the financial statements are an integral part of this statement.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

➤ **Reporting Entity**

Kissimmee Charter Academy (“School”) is a charter school under the City of Kissimmee, Florida (“the City”) and is included in the operations of the City as the Charter School Special Revenue Fund. The School’s charter is held by the City of Kissimmee, Florida. The governing body of the School is the City of Kissimmee Commission. The City created the School Advisory Board, which is comprised of seven members, to oversee the activities of the School.

The basic financial statements of the School present only the balances, activity and disclosures related to the School. They do not purport to and do not present fairly the financial position of the City of Kissimmee, Florida as of June 30, 2022, and its changes in financial position or budgetary comparisons, where applicable, for the year then ended in conformity with accounting principles generally accepted in the United States of America. The School is presented in the City’s Comprehensive Annual Financial Report (“CAFR”) as a separate special revenue fund.

The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under a charter of the sponsoring school district, the District School Board of Osceola County, Florida, (“District”). The current charter is effective until June 30, 2025, and may be renewed by mutual agreement between the School and the District. At the end of the term of the charter, the District may choose not to renew the charter under grounds specified in the charter. In this case, the District is required to notify the school in writing at least 90 days prior to the charter’s expiration. During the term of the charter, the District may also terminate the charter if good cause is shown. In the event of termination of the charter, the District shall assume operation of the School. The School is considered a division of the Charter holder; therefore, for financial reporting purposes, the School is required to follow generally accepted accounting principles applicable to state and local governmental units.

Criteria for determining if other entities are potential component units which should be reported within the School's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any entities for which the School is financially accountable and other organizations for which the nature and significance of their relationship with the School are such that exclusion would cause the School's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the School.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

➤ **Basis of Presentation**

Government-wide Financial Statements: Government-wide financial statements, including the statement of Net Position and the statement of activities, present information about the School as a whole. Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the School's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the School.

Fund Financial Statements: Fund financial statements report detailed information about the School in the governmental funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, reconciliations are presented with each of the governmental fund financial statements.

The School's major governmental funds are as follows:

- General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.
- Special Revenue Fund – to account for Federal grant programs and food service operations.
- Capital Projects Fund – to account for all resources for the acquisition of capital assets and related items purchased by the School with capital outlay funds.

➤ **Basis of Accounting**

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers revenues to be available if they are collected within 30 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized when due. Allocations of cost, such as depreciation, are not recognized in governmental funds.

➤ **Cash and Cash Equivalents**

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by Federal depository insurance and collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

➤ **Capital Assets**

Expenditures for capital assets acquired or constructed for general School purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of Net Position but are not reported in the governmental fund financial statements. Capital assets are defined by the School as those costing more than \$2,500. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at fair value at the date of donation.

Capital assets are depreciated/amortized over the following estimated useful lives:

<u>Description</u>	<u>Estimated Lives</u>
Improvements Other Than Buildings	7 - 25 years
Buildings and Fixed Equipment	15 - 30 years
Furniture, Fixtures, and Equipment	5 - 7 years
Vehicles	5 years
Computer Software	3 - 5 years
IT Equipment	4 - 7 years
Audio Visual Materials	5 - 7 years
Leased Asset - Building	4 years

Current year information relative to changes in capital assets is described in a subsequent note.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

➤ **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The School does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until then. The School does not have any items that qualify for reporting in this category.

➤ **Net Position and Fund Balance Classification**

Government-wide Financial Statements

Net Position is classified and reported in three components:

- Net Investment in Capital Assets – consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowings that are attributed to the acquisition or improvement of those assets.
- Restricted Net Position – consists of net position with constraints placed on their use either by external groups such as creditors, contributors, or laws or regulations of other governments.
- Unrestricted Net Position – all other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

Fund Financial Statements

GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions*, defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be reported within one of the following fund balance categories:

- Nonspendable – fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned). All nonspendable fund balances at year end relate to assets that are in nonspendable form.
- Restricted – fund balance that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA

NOTES TO FINANCIAL STATEMENTS
June 30, 2022

- Committed – fund balance that can be used only for the specific purposes determined by a formal action of the City of Kissimmee Commission.
- Assigned – fund balance that is intended to be used by the School’s management for specific purposes but does not meet the criteria to be classified as restricted or committed.
- Unassigned – fund balance that is the residual amount for the School’s general fund and includes all spendable amounts not contained in the other classifications.

➤ **Order of Fund Balance Spending Policy**

The School’s policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year. First, nonspendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including nonspendable amounts). Any remaining fund balance amounts for the non-general funds are to be classified as restricted fund balance. It is possible for the non-general funds to be classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when nonspendable amounts plus the amount of restricted fund balances for specific purposes exceed the positive fund balance for non-general funds.

➤ **Revenue Sources**

Revenues for current operations are received primarily from the District pursuant to the funding provisions included in the School’s charter. In accordance with the funding provisions of the charter and Section 1002.33(17), Florida Statutes, the School reports the number of full-time equivalent students and related data to the District.

Under provisions of Section 1011.62, Florida Statutes, the District reports the number of full-time equivalent students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program (FEFP). Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent (FTE) students reported by the School during designated full-time equivalent student survey periods. The Department may also adjust subsequent fiscal period allocations based upon an audit of the School's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the year when the adjustments are made. The District receives a 2.5% administrative fee from the School, which is reflected in the accompanying statement of activities and statement of revenues, expenditures and changes in fund balances – governmental funds.

The basic amount of funding through the FEFP under Section 1011.62 is the product of (1) unweighted FTE, multiplied by (2) the cost factor for each program, multiplied by (3) the base student allocation established by the Legislature.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

Additional funds for exceptional students who do not have a matrix of services are provided through the guaranteed allocation designated in Section 1011.62(1)(e)2., Florida Statutes. For the fiscal year ended June 30, 2022, the School reported 648.19 unweighted FTE and 691.4004 weighted FTE.

FEFP funding may also be adjusted as a result of subsequent FTE audits conducted by the Florida Auditor General pursuant to Section 1010.305, Florida Statutes, and Rule 6A-1.0453, Florida Administrative Code (FAC). Schools are required to maintain the following documentation for three years or until the completion of an FTE audit:

- Attendance and membership documentation (Rule 6A-1.044, FAC).
- Teacher certificates and other documentation (Rule 6A-1.0503, FAC).
- Documentation for instructors teaching out-of-field (Rule 6A-1.0503, FAC).
- Procedural safeguards for weighted programs (Rule 6A-6.03411, FAC).
- Evaluation and planning documents for weighted programs (Section 1010.305, Florida Statutes, and Rule 6A-6.03411, FAC).

The School receives Federal and state awards for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. For Federal or state awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

The School also receives state funds through the District under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based upon a capital outlay plan submitted to the District and are to be used for lease, rent or construction of school facilities. The School also receives funding through donations and fundraising efforts, school lunch sales and local property tax collections. The School follows the policy of applying restricted resources prior to applying unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted assets are available. A schedule of revenue sources for the current year is presented in a subsequent note.

➤ **Income Taxes**

The School is a charter school included in the financial operations of the City of Kissimmee, Florida, and is, therefore, exempt from income tax. The School falls under the City of Kissimmee's exemption. Accordingly, no provision for income taxes has been included in the accompanying financial statements. Additionally, no uncertain tax positions have been made requiring disclosure in the related note to financial statements.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

➤ **Use of Estimates**

In preparing the financial statements in conformity with generally accepted accounting principles in the United States, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statement of Net Position and affect revenues and expenditures for the period presented. Actual results could differ from those estimates.

➤ **Subsequent Events**

Management has evaluated all events subsequent to the balance sheet date and through the report date, which is the date these financial statements were available to be issued. Management determined there are no subsequent events which require disclosure.

2. ACCOUNTING CHANGE

The School implemented GASB Statement No. 87 - Leases, which establishes a single model for lease accounting based on the principle that leases are financing of the right to use an asset. This statement increases the usefulness of the Schools' financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating. In the current fiscal year, the School recognized a long-term lease liability and an intangible right-to-use asset (Leased Asset - Building) of \$2,563,155, which applies to their educational facility lease.

3. CASH DEPOSITS

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the School's deposits may not be returned to the School. The School does not have a custodial credit risk policy. All cash deposits are held in banks that qualify as public depositories under Florida law. All such deposits are insured by federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

4. DUE FROM OTHER AGENCIES

The amounts Due From Other Agencies included in the accompanying statement of net position and balance sheet – governmental funds consist of amounts due from the Osceola County District School Board for grant expenditures awaiting reimbursement and capital outlay funds. These receivables are considered to be fully collectible and as such, no allowance for uncollectible accounts is accrued.

5. INTERFUND RECEIVABLES AND PAYABLES

At June 30, 2022, the School's Special Revenue Fund owed the General Fund \$114,908 for grant expenditures awaiting reimbursement from other agencies, and the Capital Projects Fund owed the General Fund \$41,591 for facility lease expenditures awaiting reimbursement. These amounts are netted together and not reported in the Statement of Net Position.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

6. CHANGES IN CAPITAL ASSETS

Changes in capital assets are presented in the table below:

	Beginning Balance	Additions	Deletions	Ending Balance
<u>Governmental Activities:</u>				
Leased Asset - Building	\$ -	\$ 2,563,155	\$ -	\$ 2,563,155
Computer Software	58,765	-	-	58,765
Improvements Other Than Buildings	183,430	278,000	-	461,430
Furniture, Fixtures and Equipment	336,666	3,322	-	339,988
Buildings & Fixed Equipment	1,464,111	40,101	-	1,504,212
Vehicles	85,749	-	-	85,749
IT Equipment	714,347	-	-	714,347
Audio Visual Materials	6,911	-	-	6,911
Total Capital Assets	<u>2,849,979</u>	<u>2,884,578</u>	<u>-</u>	<u>5,734,557</u>
Less Accumulated Depreciation/Amortization for:				
Leased Asset - Building	-	(625,978)	-	(625,978)
Computer Software	(58,641)	(124)	-	(58,765)
Improvements Other Than Buildings	(133,430)	(21,710)	-	(155,140)
Furniture, Fixtures and Equipment	(288,501)	(18,514)	-	(307,015)
Buildings & Fixed Equipment	(684,945)	(81,729)	-	(766,674)
Vehicles	(37,902)	(17,139)	-	(55,041)
IT Equipment	(713,037)	(328)	-	(713,365)
Audio Visual Materials	(5,644)	(316)	-	(5,960)
Total Accumulated Depreciation/Amortization	<u>(1,922,100)</u>	<u>(765,838)</u>	<u>-</u>	<u>(2,687,938)</u>
Governmental Activities Capital Assets, net	<u>\$ 927,879</u>	<u>\$ 2,118,740</u>	<u>\$ -</u>	<u>\$ 3,046,619</u>

Depreciation/amortization expense was charged to functions as follows:

<u>Governmental Activities:</u>	<u>Amount</u>
Instruction	\$ 529
School Administration	3,476
Operation of Plant	761,833
Total governmental activities depreciation/amortization expense	<u>\$ 765,838</u>

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

7. LONG-TERM LEASE PAYABLE

The City provides the facility used for the operation of the School, and the School is assessed an annual facility use fee. The amount of the fee is related to the debt service payments of the \$9,400,000 City of Kissimmee, Florida, Charter School Improvement Revenue Note – Series 2000A (the “Notes”), dated December 8, 2000. The proceeds were used by the City to finance the construction of the School facilities.

On December 18, 2008, the City refinanced the Notes at a variable interest rate. The City last refinanced the Notes on February 4, 2016 at a fixed interest rate of 1.55%.

The City takes into account the debt service due on the notes through the expiration of the charter when determining the facility use fee. Upon expiration of the charter, including renewals, if any, possession of the School facilities will revert to the City who will be liable for future payments.

The fair value of the leased asset is \$2,563,155. Amortization of the leased asset recorded under this lease is included with depreciation/amortization expense in the accompanying financial statements. The imputed interest rate is 1.55%

Future minimum lease payments and the present value of the minimum lease payments as of June 30 are as follows:

Fiscal Year Ending June 30	Total	Principal	Interest
2023	\$ 661,272	\$ 635,750	\$ 25,522
2024	661,272	645,674	15,598
2025	661,272	655,753	5,519
Total	<u>\$ 1,983,816</u>	<u>\$ 1,937,177</u>	<u>\$ 46,639</u>

8. CHANGES IN LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities:

	Beginning Balance	Additions	Deductions	Ending Balance	Due in One Year
GOVERNMENTAL ACTIVITIES:					
Long-Term Lease Payable	\$ -	\$2,563,155	\$ (625,978)	\$ 1,937,177	\$ 635,750
Total Governmental Activities	<u>\$ -</u>	<u>\$2,563,155</u>	<u>\$ (625,978)</u>	<u>\$ 1,937,177</u>	<u>\$ 635,750</u>

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

9. NET DUE TO/FROM MANAGEMENT COMPANY

The School has entered into an agreement with the management company as described in Note 15 of the notes to financial statements. The ending balance of \$29,119 represents an amount due from Management Company, and consists of the following:

	Net due (to)/from management company
Balance due (to)/from at July 1, 2021	\$ (155)
Payments	887,452
Invoiced	(858,178)
Balance due (to)/from at June 30, 2022	<u>\$ 29,119</u>

10. SCHOOL RESERVE FUND

Per the management agreement between the School and the City of Kissimmee, the City will hold a school reserve fund in its bank account for (a) payment or prepayment of the City Debt, (b) the establishment of the reasonable reserves for the payment of the Facilities Use Fee, and (c) the establishment of the reasonable reserves for renewal and replacement of the School Facility. The current year transfer by the School to the reserve fund held by the City amounted to \$30,635. At June 30, 2022, the total balance of the School reserve fund held by the City is \$1,602,555.

11. FUND BALANCE CLASSIFICATION

For the year ended June 30, 2022, the breakout of the fund balance is shown below:

	Total Governmental Funds
Assigned	
Technology	\$ 300,000
Instructional Materials	200,000
Employee Compensation	220,000
Buses	60,000
Restricted for Food Service	91,309
Unassigned	119,099
Total Fund Balance	<u>\$ 990,408</u>

12. FUNDING AND CREDIT CONCENTRATIONS

The School receives substantially all of its support and revenue from federal, state and local funding sources, passed through the District and to the City, then to the School, in the form of performance and budget based contracts. Continuing operation of the School is greatly dependent upon the continued support of these governmental agencies.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

13. SCHEDULE OF STATE REVENUE SOURCES

The following is a schedule of the School's State revenue:

<u>Source</u>	<u>Amount</u>
Florida Education Finance Program	\$ 4,097,378
Categorical Programs:	
Class Size Reduction	655,780
Charter School Capital Outlay	428,825
Miscellaneous	<u>11,134</u>
Total State Revenue	<u>\$ 5,193,117</u>

As provided in the charter school contract, the District has charged the School an administrative fee of available funds from the Florida Education Finance Program and categorical funding for which charter students may be eligible. The administrative fee for the fiscal year amounted to \$45,809.

14. RETIREMENT PLAN

The School participates in a 401(k) Retirement Savings Plan for employees. Contributions are directed to individual employee's accounts, and the individual employees allocate contributions and account balances among various available investment choices; therefore, the School has no liability for the administration or payments of benefits of the plan, and accordingly, the present value of the related benefits is not reflected in these financial statements. Contributions made by the School totaled \$76,807 for the year ended June 30, 2022. The School is currently making matching contributions up to 5% for participating employees. The rate of contribution is set annually by the Management Company.

15. OPERATING AGREEMENT

The School entered into a management service agreement with Imagine Schools, Inc., commencing July 1, 2017, and effective until June 30, 2024, and may be cancelled or terminated pursuant to the terms and conditions set forth in the charter.

This agreement calls for an Indirect Cost Allocation, for performance of its responsibilities, equal to eight percent (8%) of State revenue. The Indirect Cost Allocation shall be paid monthly in an amount equal to one-twelfth of the annual budgeted allocation. Additionally, the agreement provides for the payment of various incentive fees to the management company if specific benchmarks are achieved. If at the end of the fiscal year there are not sufficient funds to pay the management fee, then the management company shall forgive the unpaid balance. Current year Indirect Cost Allocation fees charged to operations totaled \$527,245.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

16. RISK MANAGEMENT PROGRAMS

The School is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the School carries commercial insurance. There have been no significant reductions in insurance coverage and settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

17. LEGAL MATTERS

In the normal course of conducting its operations, the School occasionally becomes party to various legal actions and proceedings. In the opinion of management, the ultimate resolution of such legal matters will not have a significant adverse effect on the accompanying financial statements.

**KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA**

**REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND AND SPECIAL REVENUE FUND (UNAUDITED)
For the Fiscal Year Ended June 30, 2022**

	General Fund				Special Revenue Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues:								
Intergovernmental:								
Federal Through State and Local	\$ -	\$ -	\$ -	\$ -	\$ 1,076,677	\$ 1,092,867	\$ 1,092,867	\$ -
State	5,202,372	4,764,292	4,764,292	-	-	-	-	-
Local and Other	145,205	525,771	525,771	-	6,550	15,546	15,546	-
Total Revenues	5,347,577	5,290,063	5,290,063	-	1,083,227	1,108,413	1,108,413	-
Expenditures:								
Current - Education:								
Instruction	2,656,995	2,513,089	2,513,089	-	725,805	599,668	599,668	-
Student Support Services	62,866	50,108	50,108	-	-	-	-	-
Instructional Media	-	200	200	-	-	-	-	-
Instruction & Curriculum Development	-	51,402	51,402	-	-	-	-	-
Instructional Staff Training	-	3,486	3,486	-	-	-	-	-
Board	10,000	10,000	10,000	-	-	-	-	-
School Administration	1,403,632	1,193,794	1,193,794	-	-	-	-	-
Food Services	-	-	-	-	337,944	417,436	417,436	-
Central Services	1,926	526	526	-	-	-	-	-
Student Transportation	205,175	217,187	217,187	-	-	-	-	-
Operation of Plant	529,510	386,731	386,731	-	-	-	-	-
Maintenance of Plant	387,884	275,519	275,519	-	-	-	-	-
Community Service	79,589	104,839	104,839	-	-	-	-	-
Fixed Capital Outlay:								
Facilities Acquisition & Construction	-	2,563,155	2,563,155	-	-	-	-	-
Other Capital Outlay	10,000	321,423	321,423	-	-	-	-	-
Debt Service:								
Principal	-	232,447	232,447	-	-	-	-	-
Total Expenditures	5,347,577	7,923,906	7,923,906	-	1,063,749	1,017,104	1,017,104	-
Excess (Deficiency) of Revenues Over Expenditures	-	(2,633,843)	(2,633,843)	-	19,478	91,309	91,309	-
Other Financing Sources (Uses):								
Inception of Long-Term Lease	-	2,563,155	2,563,155	-	-	-	-	-
Total Other Financing Sources (Uses)	-	2,563,155	2,563,155	-	-	-	-	-
Net Change in Fund Balances	-	(70,688)	(70,688)	-	19,478	91,309	91,309	-
Fund Balances, July 1, 2021	969,787	969,787	969,787	-	-	-	-	-
Fund Balances, June 30, 2022	\$ 969,787	\$ 899,099	\$ 899,099	\$ -	\$ 19,478	\$ 91,309	\$ 91,309	\$ -

See Independent Auditor's Report

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2022

1. BUDGETARY BASIS OF ACCOUNTING

Budgets are presented on the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g., salaries and benefits, purchased services, materials and supplies and capital outlay) within each activity (e.g., instruction, pupil personnel services and school administration). Budgets may be amended by resolution at any Board meeting prior to the date for the annual report.



Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

2803 W. Busch Blvd Ste 106
Tampa, FL 33618
office (813) 892-4274 fax (813) 932-1913
www.KingandWalker.com

**Report on Internal Control Over Financial Reporting and Compliance and Other Matters
Based on an Audit of Financial Statements Performed in Accordance with *Government
Auditing Standards***

Independent Auditor's Report

To the Board of Directors of the Kissimmee Charter Academy
(A Charter School Under the City of Kissimmee, Florida)

We have audited, in accordance with the 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 financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Kissimmee Charter Academy ("School"), a charter school under the City of Kissimmee, Florida ("the City") and included in the operations of the City as the Charter School Special Revenue Fund, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated August 30, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's 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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's 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 or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. 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 the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,

A handwritten signature in black ink that reads "King & Walker, CPAs". The signature is written in a cursive, flowing style.

August 30, 2022
Tampa, Florida



Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

2803 W. Busch Blvd Ste 106
Tampa, FL 33618
office (813) 892-4274 fax (813) 932-1913
www.KingandWalker.com

**Report on Compliance for Each Major Federal Program; Report on
Internal Control Over Compliance; and Report on Schedule of
Expenditures of Federal Awards Required by the Uniform Guidance**

Independent Auditor's Report

To the Board of Directors of the Kissimmee Charter Academy
(A Charter School Under the City of Kissimmee, Florida)

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Kissimmee Charter Academy's ("School") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the School's major Federal programs for the year ended June 30, 2022. The School's major Federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the School complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major Federal program. Our audit does not provide a legal determination of the School's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the School's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the School's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the School's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the School's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the School's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 the School's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs. Our opinion on each major Federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the School's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The School's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on 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 type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a 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 a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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.

Respectfully submitted,

Handwritten signature in black ink that reads "King & Walker, CPAs". The signature is written in a cursive, flowing style.

August 30, 2022
Tampa, Florida

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Catalog of Federal Domestic Assistance Number	Pass - Through Grantor Number	Amount of Expenditures
Clustered			
Child Nutrition Cluster:			
United States Department of Agriculture:			
Florida Department of Agriculture and Consumer Services:			
School Breakfast Program	10.553	20002	\$ 94,789
National School Lunch Program	10.555	20001, 20003	398,410
Total Child Nutrition Cluster			<u>493,199</u>
Not Clustered			
United States Department of Education:			
Osceola County District School Board:			
Title I Grants to Local Educational Agencies	84.010	212	171,453
Student Support and Academic Enrichment Program, Title IV	84.424	241	12,094
Education Stabilization Fund:	84.425		
Elementary and Secondary School Emergency Relief Fund	COVID-19, 84.425D	124	416,121
Total United States Department of Education			<u>599,668</u>
Total Expenditures of Federal Awards			<u><u>\$ 1,092,867</u></u>

See Independent Auditor's Report

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
TITLE 2 U.S. CODE OF FEDERAL REGULATIONS PART 200
June 30, 2022

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the Federal award activity of the School under programs of the Federal government for the year ended June 30, 2022. The information on this Schedule is prepared 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).

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures may or may not be allowable or may be limited as to reimbursement. The School has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS – FEDERAL PROGRAMS
TITLE 2 U.S. CODE OF FEDERAL REGULATIONS PART 200
June 30, 2022

Section I - SUMMARY OF AUDIT RESULTS

As required by Title 2 U.S. Code of Federal Regulations Section 200.515, the following is a summary of the results of the audit of Kissimmee Charter Academy, for the fiscal year ended June 30, 2022:

<u>Financial Statements</u>	<u>Results</u>
Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal Control Over Financial Reporting:	
Material weakness identified?	No
Significant deficiency identified?	None reported
Noncompliance material to financial statements noted?	No
<u>Federal Awards</u>	
Internal control over the major Federal program:	
Material weakness identified?	No
Significant deficiency identified?	None reported
Type of auditor's report issued on compliance for the major Federal program?	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?	No
Identification of major program:	
CFDA Number:	
84.425	Education Stabilization Fund
84.010	Title I Grants to Local Educational Agencies
Dollar threshold used to distinguish between Type A and Type programs:	\$750,000
Auditee qualified as low-risk auditee?	No

Section II – FINANCIAL STATEMENT FINDINGS

No matters were reported.

Section III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

Section IV– STATUS OF PRIOR YEAR FINDINGS

No matters were reported.



Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

2803 W. Busch Blvd Ste 106
Tampa, FL 33618
office (813) 892-4274 fax (813) 932-1913
www.KingandWalker.com

**Management Letter as Required by Rules of the Florida Auditor General,
Chapter 10.850, Florida Statutes, *Charter School Audits***

To the Board of Directors of the Kissimmee Charter Academy
(A Charter School Under the City of Kissimmee, Florida)

Report on the Financial Statements

We have audited the financial statements of Kissimmee Charter Academy ("School"), a charter school under the City of Kissimmee, Florida ("the City"), and included in the operations of the City as the Charter School Special Revenue Fund, as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated August 30, 2022.

Auditor's Responsibility

We conducted our audit 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 Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports and schedule, which are dated August 30, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior audit findings or recommendations.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity are Kissimmee Charter Academy, 490866.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the School has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the School did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the School. It is management's responsibility to monitor the School's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the School maintains on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the School maintained on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies the Board of Directors, applicable management, and District School Board of Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully submitted,

Handwritten signature in black ink that reads "King & Walker, CPAs". The signature is written in a cursive, flowing style.

August 30, 2022
Tampa, Florida

ITEM 8.C

Replacement of the Kissimmee Connector Downtown Bus Circulator provided by Lynx with a new Micro-Mobility Transit Service to be provided by Freebee

Request

Request Commission authorization to negotiate a contract with Freebee to provide a micro-mobility solution for downtown and surrounding areas and direction regarding the status of the Lynx contract for the Kissimmee Connector downtown circulator bus service.

Explanation

The Kissimmee Connector Downtown Circulator has been operating since January 2019, providing a free fixed-route bus service between the Downtown Kissimmee Multi-Modal Transportation Center and Downtown's biggest employers, medical district, City and County offices and Lakefront Park. Unfortunately, the COVID pandemic reduced ridership numbers and the limitations of the service have made the service cost prohibitive. The Connector currently provides transportation for an average of 500 riders each month, or approximately 25 riders per operating day at a cost to the City of \$540,000 per year. The intent of this service is to provide "last mile" service to commuters and visitors using SunRail to get to employers, businesses and entertainment destinations in Downtown Kissimmee.

As a result of feedback from the Commission, Staff would like to negotiate a contract with Freebee, a micro-mobility point-to-point transportation provider who submitted a proposal earlier this year following a procurement process. A Request for Letters of Interest (RFLOI) was published and three responses from interested vendors were received. Freebee was the only respondent that met the criteria requested by the RFLOI. Freebee is not a fixed route service, but instead provides free on-demand point to point service using an all-electric vehicle fleet, providing more flexibility in service and lower cost of operation. Background information on Freebee has been provided to the Commission and consideration of a contract could be scheduled within the next few months. If approved, Freebee service would be expected to begin January 1, 2023, though staff will attempt to expedite this date to avoid a lapse in service.

A brief presentation will be provided to the Commission outlining the differences between the current Lynx service and the proposed Freebee service.

The City's contract with Lynx ends on September 30, 2022. The City has the ability to enter into a short-term contract with Lynx to extend the Connector service to December 9, 2022. However, Lynx will only extend service beyond this date with a full 1-year contract. In addition, any new contract the City enters into with Lynx will include an approximately 23% increase in cost to the City.

Should the Commission agree to consider a contract with Freebee, the City will have two viable options regarding the current Connector service:

Option 1: Allow the Lynx contract to expire and end the Connector service on September 30, 2022, resulting in an approximately 90-day gap in service before Freebee service begins. There would be no additional cost to the City with this option.

Option 2: Enter into a contract with Lynx through December 9, 2022, resulting in an approximately 30-day gap in service between the end of the Connector service and potential start of Freebee service. The cost to continue operating the Connector service through December 9 is approximately

\$100,000, which would be funded out of the transit allocation budgeted for FY2023.

The December 9, 2022 date is the date Lynx changes service routes system-wide. Therefore, Lynx will not provide services past this date without a one-year or longer contract.

Recommendation

Authorization for staff to negotiate a contract with Freebee to provide a micro-mobility solution for downtown and direction on the existing Lynx contract for the downtown Kissimmee Connector service.

REQUESTED CITY COMMISSION ACTION:

Commission Direction
Approve

Department: Development Services
Presenter: Craig Holland

Attachment(s):

1. CC Presentation 09.13.2022
2. Kissimmee Presentation - Update - September 2021-compressed

Freebee vs. Kissimmee Connector



Freebee

- On-demand service.
- Interactive Application (app) .
- Paid advertising on Freebee vehicles and free local business advertising on the app.
- Drivers are “ambassadors” that can be trained to be knowledgeable about Kissimmee.
- More flexibility (can run during limited special events) .

Kissimmee Connector

- Fixed Route.
- Interactive Application (app) .
- Reliant on drivers with Lynx, have been disruptions in service with driver shortages.
- Current cost is \$30-\$50 per rider.
- Uses a Lynx bus (no advertisement) .



Thanks !



| @CityofKissimmee

freebee KISSIMMEE

Innovative & Proven, First & Last Mile Transportation Solution



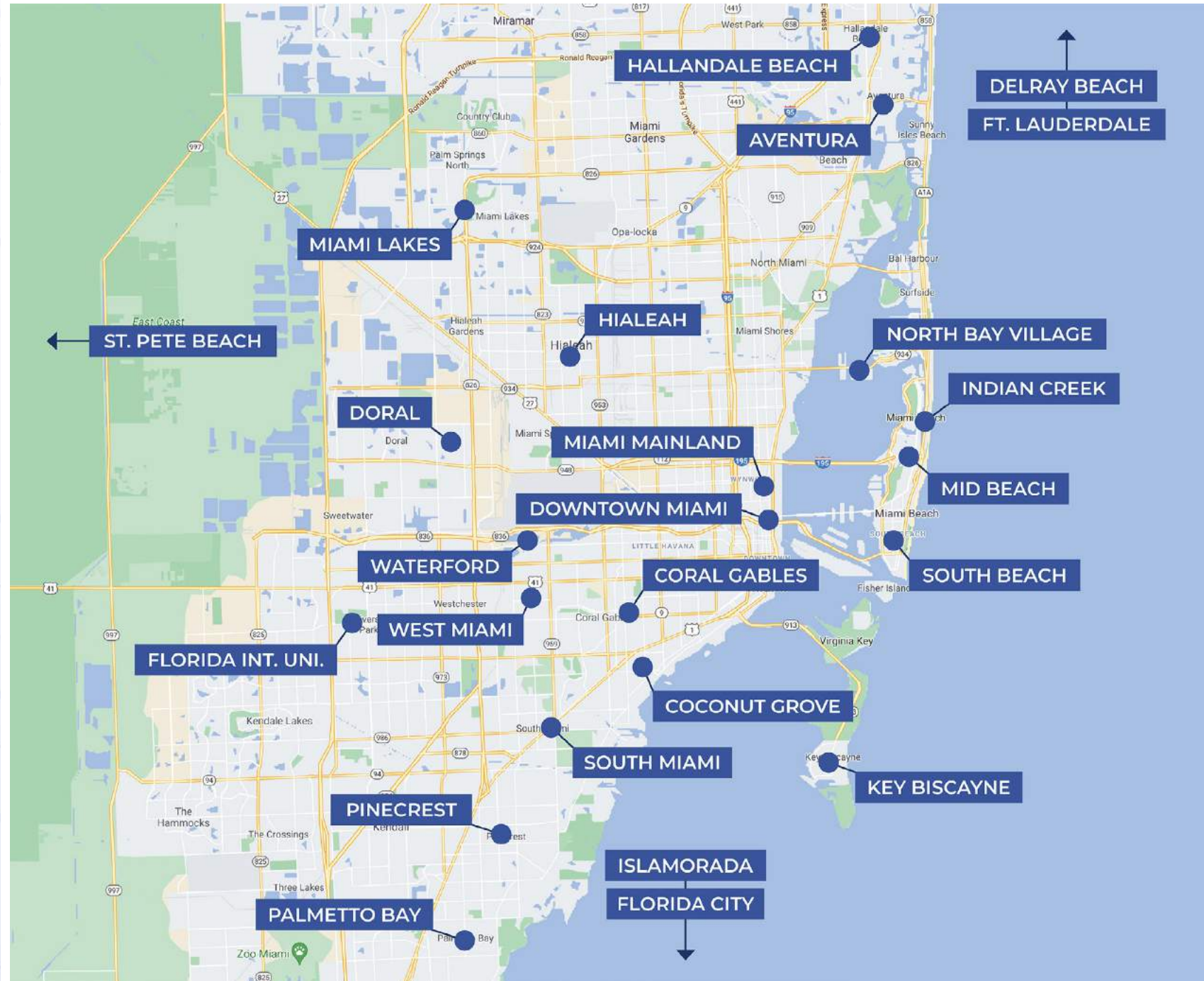
Introduction to Freebee

- Freebee is the future of public mobility, physically moving people through **FREE**, on-demand, door-to-door electric transportation.
- Freebee provides first and last mile connectivity that helps get cars off the road and makes communities a place where you can live, work and play without the need of a personal vehicle.
- Freebee is not just a transit solution, but also an economic development tool designed to physically drive traffic to local business and promote the community.
- Our service is fully customizable, aimed at meeting the goals and objectives that municipalities are looking to achieve. Every area has a totally different look and feel, and we are able to adapt our program in order to meet those needs.
- And the best part about our service is that we are 100% electric!



Freebee Company Overview

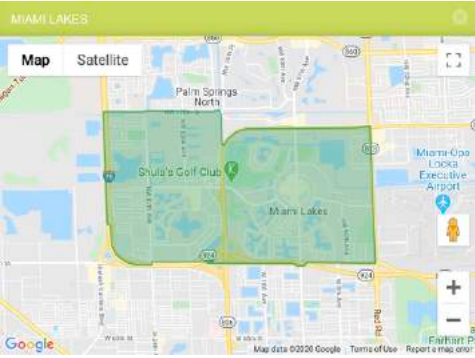
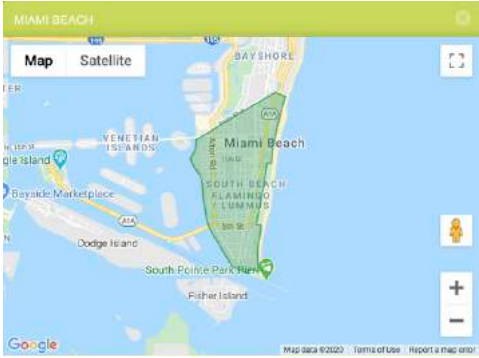
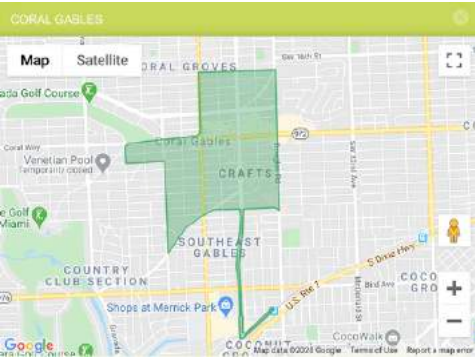
- Established in 2012
- Freebee currently operates a fleet of over 90 vehicles, serving over 20 communities throughout South Florida
- **Communities:**
 - Coastal, Suburban, Downtowns, Metropolitan Cities & Islands
- **Awards & Recognition:**
 - Key to the City of Miami, Miami Dade County
 - Complete Street Champion Nominee
 - Official Clean Energy Transportation Partner of Super Bowl 2020



How Does It Work?

- The Ride Freebee mobile app is a cutting-edge technology that has been fully operational since 2015
- Delivers a comprehensive experience to seamlessly connect people in need of transportation with professional chauffeurs, making the transportation process fun, quick and efficient.
- The design, look and feel of the app is far and away the gold standard of any existing mobile apps in the ride-share industry, and the functionality and backend data collection system is built out with the capability to track every piece of data.
- The Ride Freebee app is available in both the Apple Store and Google Play Store, for both iPhones and Android devices, and is accessible to anyone with either device.
- Additionally, users without a smartphone will be able to request a ride by calling into a toll-free number or by 'Flagging' a vehicle down if they see one passing by.
- We work together with each municipality to develop a specific "geo-fenced" area, where users have the ability to request pickup and drop-offs within this "geo-fenced" area.





How To Use the App

01

DASHBOARD

Hi, Brandon
Where are you heading today?

Deals

Destinations

Connect

Share

TAKE ME TO
KISSIMMEE VALLEY
FARMERS MARKET
CITY OF KISSIMMEE

Request a Ride

Transfer Station
Connector

02

SET PICKUP LOCATION

Pickup Location
401 N Miami Ave
Miami, FL 33128

SET PICKUP LOCATION

Face masks are required to ride Freebee
Coronavirus Updates

03

SELECT DESTINATION

17 E Flagler St Miami, FL 33131

Where to?

Deals

RESTAURANTS & BARS
Black Market

DOWNTOWN MIAMI
City Cigar Lo

Restaurants & Bars

Arts & Entertainment

Points of Interest

Transit Stops

Office & Residential

04

CONFIRM

STARTING LOCATION
17 E Flagler St
Miami, FL 33131

ENDING LOCATION
AmericanAirlines
Arena, Biscayne

HOW MANY PASSENGERS?
ADD UP TO THREE MORE

ME

2

3

4

5

* SEATING IS TEMPORARILY LIMITED DUE TO COVID-19
RESTRICTIONS

Accommodations:
Wheelchair, car seat, booster seat or other

Confirm Ride

Face masks are required to ride Freebee
Coronavirus Updates

6

Page 385 of 395

Program Benefits

- Transforms communities into a place where you can live work and play without the need of a personal vehicle.
- Greater frequency and better reliability
- Minimize single-occupancy vehicles within communities
- Takes cars off the road.
- Reduces traffic congestion and helps free up limited parking availability.
- Feeder system to/from mass transit
- **Community Ambassadors:**
 - Freebee drivers serve as ambassadors and mobile concierges for Kissimmee
- **Economic Development:**
 - Freebee's door-to-door service physically 'drives' customers to the front steps of local businesses.
- **Sustainability:**
 - 100% battery-powered vehicles promoting clean energy and reducing carbon emissions.



Who Rides Freebee?

- **Everyone rides Freebee**
- Freebee is the most equitable transportation platform available. Our solution has proven to benefit communities of all socio-economic statuses and we are committed to promoting unity and integrity amongst all community members, through equitable transportation and consistent quality of service.



Freebee Drivers/ Kissimmee Ambassadors

- The Face of Kissimmee
- **Mobile Concierge:**
 - Rolling information desk on wheels
- Promote local events, dining, shopping, and things to do in Kissimmee.
- Neighborhood Watch
- Freebee brand ambassadors are held to the highest standard and help strengthen the bond between the City and it's community.



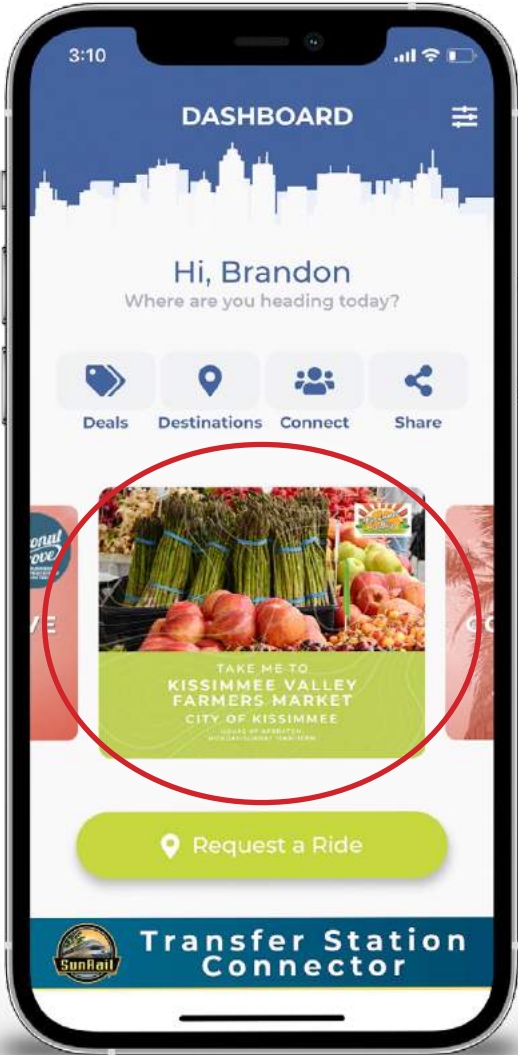
Economic Development

- In order to have a successful mobility platform, it must benefit all from a transportation and economic development standpoint.
- Benefits to residents, workers, and visitors (Easy maneuverability and no-cost)
- Benefits to local businesses (Free advertising and customers delivered to their door)
- Benefits to government and local organizations (Forming bonds with the community through Kissimmee ambassadors)
- Benefits to the environment (100% Electric Vehicles)
- By providing safe, convenient, and cost effective mobility, not only does it improve the quality of life, increases property value, and makes Freebee an important tool to attract new residents, visitors, and businesses to Kissimmee.

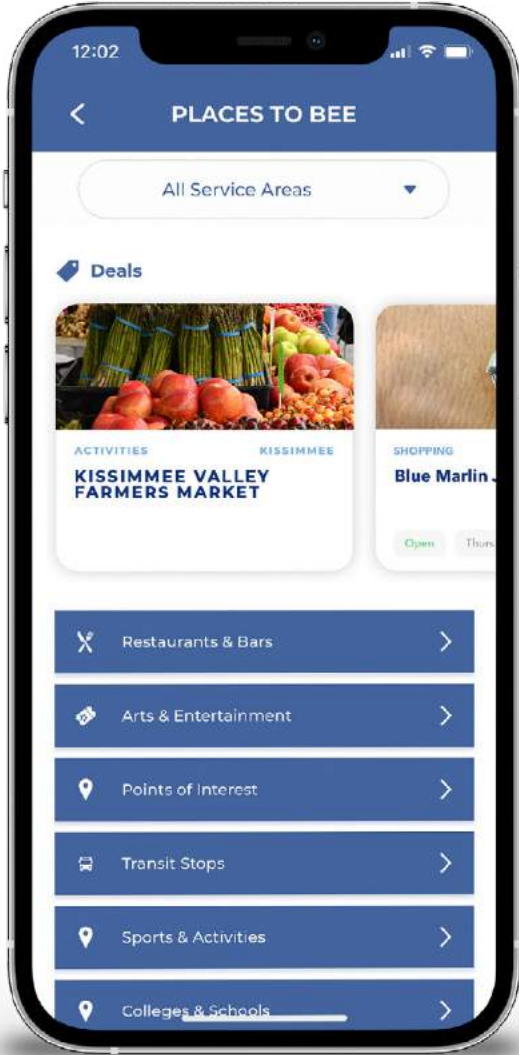


Places to Bee

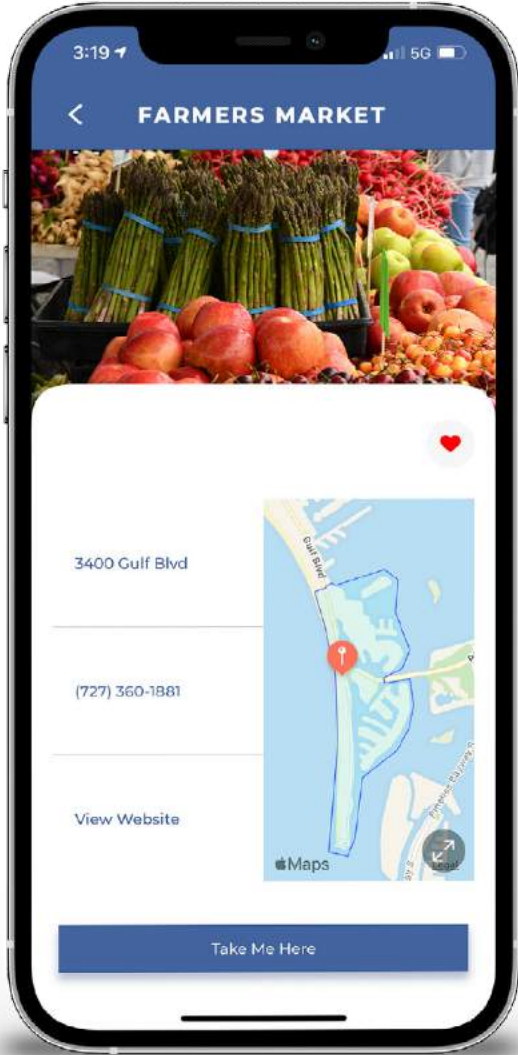
01



02



03



04



Proposed Demonstration Project

- 1 Year Pilot
- On-Demand, Door-to-Door Service
- Geofenced within defined areas of the City of Kissimmee
- Users are able to request door-to-door transportation to and from anywhere within the zone
- Quantity of vehicles TBD
- Operating times TBD



Funding Solutions

- **Main Funding Sources:**

- Community Organizations
(Main Street, BID's, CRA's, DDA's)
- FDOT Grants
- Transportation & Green Grants
- Local Businesses
- General Fund

- **Other Funding Sources:**

- Freebee's advertising platform allows the opportunity to create interactive experiences and engage with consumers in captivating ways
- Freebee vehicle advertising space can create a very high revenue income source



Freebee During COVID

- Staying flexible to serve our communities the best we can
- Local Restaurant Delivery
- Grocery Delivery for Seniors
- Exclusive Senior Transportation to Grocery Store





X

freebee

CONTACT

For additional information, please contact:

Jason Spiegel

T 305 330 9451

E jason@ridefreebee.com

ITEM 8.D

Advisory Board Appointments and Vacancies

Request

The Commission is requested to replace a Board of Adjustment member due to a recent resignation.

Explanation

Seat #1 will be assigned to the vacancy. The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Date Assigned:	Advisory Board:	Appointment Expires:	Reason:	Special Requirements:
Seat #1 - Castano	09/13/2022	Board of Adjustment	05/31/2023	Resignation of Member (Fernando Homs)	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or Contractor. Members may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

There are currently no applications on file for this seat.

Recommendation

Staff recommends the Commission make an appointment to fill a vacancy on the Board of Adjustment.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None